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

MONDAY, DECEMBER 22, 2025
7:00 PM

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

A. CALL TO ORDER President Mark Aliff

B. INVOCATION Pastor Jim Urie, Pueblo Praise

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

E. SPECIAL RECOGNITIONS

F. PUBLIC FORUM

G. COUNCIL MEMBER AND MAYOR COMMENTARY

H. REVIEW OF AGENDA

I. APPROVAL OF AGENDA

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

J. READING AND APPROVAL OF MINUTES

Motion to dispense with the reading and approve the Minutes of the Regular Meeting dated December 08, 2025, as distributed.

J1 City Council Minutes 120825

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 P&Z November 12, 2025 Minutes

M. RESOLUTIONS

M1 A Resolution awarding a construction contract in the amount of $269,373.60 to Doug Vaughn, LLC for Project No. 25-111, Concrete Improvements - Jones Avenue (Prairie

Avenue to Lake Avenue), setting forth $40,000 for contingencies, and authorizing the Purchasing Agent to execute same

M2 A Resolution establishing Project No. AP2502 - Hangar Door Replacement 522 Skyway, transferring funds in the amount of $197,582.00 from Project No. CI2426 - City Council and Department Relocation Project, and budgeting and appropriating said funds into Project No. AP2502 Hangar Door Replacement 522 Skyway

M3 A Resolution setting forth $70,000 for contingencies project 25-066 Remodel of Riverwalk Building

M4 A Resolution ratifying the award of an emergency construction contract in the amount of $23,505.00 to Russ Grading and Excavating LLC, A Colorado Limited Liability Company, for Project No. 25-012 (SWAN03) — for emergency storm sewer point repair on Pueblo Boulevard and Aster Street, approving Amendment No. 1 to the contract in the amount of $55,034.56, approving Change Order No. 1 in the amount of $1,570.79, and authorizing and approving the Purchasing Agent's execution of the same

M5 A Resolution approving Amendment No. 4 to the Agreement for Professional Architectural Services between the City of Pueblo, a Colorado Municipal Corporation, and Demmon Design Services, Inc, a Registered Colorado Corporation, and authorizing the Purchasing Agent to execute same

M6 A Resolution approving and accepting the Canvass and Abstract of Votes cast at the Regular Municipal Election held on November 4, 2025 as part of a Coordinated Election with Pueblo County

M7 A Resolution approving and accepting the Canvass and Abstract of Votes cast at the Special Municipal Election held on May 6, 2025 as part of a Coordinated Election with Pueblo County

M8 A Resolution opting out of House Bill 24-1363 concerning measures to promote the use of graywater

M9 A Resolution establishing an expedited review process for Affordable Housing Projects

M10 A Resolution approving the Pueblo Urban Renewal Authority Vendor Fee Budget for the Pueblo Convention Center and the Memorial Hall Capital Projects and Maintenance Fund, for the calendar year 2025, commencing January 1, 2026, and ending the last day of December 2026

M11 A Resolution allowing the Sangre de Cristo Arts and Conference Center Board of Trustees to reduce its number of City Appointees beginning in 2026 and confirming the reappointment by the Mayor of Justin Bowen to serve a three-year term expiring December 31, 2028, on the Sangre de Cristo Arts and Conference Center Board of Trustees

M12 A Resolution confirming the appointment by the Mayor of Guy Chabot and Christina Trujillo to serve a four-year term expiring January 1, 2030, on the Historic Preservation Commission

M13 A Resolution confirming the appointment by the Mayor of Martine Orr and Olivia St. Onge to complete a four-year term expiring August 30, 2027, on the Pueblo ADA Advisory Committee

M14 A Resolution confirming the appointment by the Mayor of Rick Ringler and Stacey Queen to serve a three-year term expiring December 31, 2028, and Brandon Martinez as a Youth Member to serve a one-year term expiring December 31, 2026, on the Human Relations Commission

M15 A Resolution confirming the appointment by the Mayor of Bill Hickman to complete a three-year term expiring November 1, 2026 on the Pueblo Streetscape Advisory Committee

M16 A Resolution authorizing the issuance of a Revocable Permit (REV-25-35) to the YMCA of Pueblo for the use of one lane of Spaulding Avenue and one lane of Parker Boulevard for their 2025 YMCA Hot Chocolate 5K run/walk and the 1K Kids Fun Run event

M17 A Resolution amending Section 2 of Resolution No. 16175 to correct an error related to funding for Project No. CI2510 - Convergys Site Redevelopment

N. ORDINANCES – FIRST PRESENTATION

N1 Ordinance approving and authorizing the execution of the operating agreement Federal Transit Administration CO-2025-020-00 of FY2024 section 5307 operating grant, relating award no. CO-2025-020-00, between the City of Pueblo, a Colorado Municipal Corporation, and the United States of America, Department of Transportation, Federal Transit Administration, in the amount of $3,181,584

N2 An Ordinance approving a memorandum of understanding between the City of Pueblo, a Colorado Municipal Corporation and the Pueblo Department of Public Health and Environment relating to art installations on City of Pueblo bus stops and authorizing the Mayor to execute same

N3 An Ordinance approving an Intergovernmental Agreement (IGA) between the City of Pueblo, a Colorado Municipal Corporation, and the Federal Highway Administration in the amount of $959,559, transferring $230,069.02 from HUAN01 to PL2403, budgeting and appropriating funds in the amount of $1,189,628.02 and authorizing the Mayor to execute same

N4 An Ordinance Suspending the Payment of the Monthly Street Repair Utility Service Charges for Twelve Consecutive Months Beginning With Each Utility Customer's January 2026 Utility Bill

N5 An Ordinance amending zoning restrictions to rezone 300 W. Abriendo Ave. from R-5, Multiple Residential and Office Zone District to B-2, Subregional Business Zone District

N6 An Ordinance approving the Muniz Sunny Heights Subdivision Filing NO.1

N7 An Ordinance approving a grant award agreement between the City of Pueblo, a Colorado Municipal Corporation, and the State of Colorado, acting by and through the Colorado Department of Natural Resources, to provide wildland fire mitigation crew time to the City, and authorizing the Mayor to execute the same

N8 An Ordinance approving a memorandum of understanding between the City of Pueblo, a Colorado Municipal Corporation, and various community agencies establishing the Pueblo Sexual Response Team (SART) and authorizing the Mayor to execute same

N9 An Ordinance transferring $1,721,401.66 from Project CI2426 – City Council and Department Relocation Project to Project CI2524 – Memorial Airport Renovations Project for the renovation, upgrade, and expansion of the Pueblo Memorial Airport Terminal

N10 An Ordinance transferring $4,288,640 from the 1992-2026 Sales and Use Tax Capital Improvement Projects Fund to Project ED2504 – Memorial Airport Renovations Project to fund, in part, the renovation, upgrade, and expansion of the Pueblo Memorial Airport Terminal

N11 An Ordinance approving and adopting a substantial amendment to the City of Pueblo's five-year 2025-2029 Consolidated Plan and the 2025 Annual Action Plan for the Community Development Block Grant (CDBG) and the Home Investment Partnership Act

Grant (HOME), Authorizing the Mayor of the City of Pueblo to submit the substantial amendment with all required and necessary certifications assurances, and documentation to the U.S. Department of Housing and Urban Development, and appropriating and budgeting CDBG and HOME funds therefore

N12 An Ordinance approving and adopting a substantial amendment to the City of Pueblo's 2024 Annual Action Plan for the Community Development Block Grant (CDBG) and the Home Investment Partnership Act Grant (HOME), authorizing the Mayor of the City of Pueblo to submit the substantial amendment with all required and necessary certifications, assurances, and documentation to the U.S. Department of Housing and Urban Development, and appropriating and budgeting CDBG and HOME funds therefore

N13 An Ordinance budgeting and appropriating funds in the amount of $5,000 from the El Pomar Foundation into Project No. CI2520 - Healthy Eating Kitchen Program at the El Centro del Quinto Sol Community Center

N14 An Ordinance approving a lease between the City of Pueblo, a Colorado municipal corporation and IQor US, Inc., a Delaware corporation for the lease of City owned property located at 317 North Main Street, Pueblo, Colorado 81003 and authorizing the Mayor to execute said lease

N15 An Ordinance approving a Deposit Agreement between the City of Pueblo, a Colorado Municipal Corporation and QQ Operating Holding Company, LLC, a Delaware limited liability company

N16 An Ordinance approving a CDOT Access Permit Agreement between the City of Pueblo, a Municipal Corporation, and Martinez Property Holdings, Inc., a New Mexico corporation, and authorizing the Mayor to execute same

N17 An Ordinance approving and accepting a Special Warranty Deed from Neighborhood Housing Services of Pueblo, Inc., a Colorado nonprofit corporation, d/b/a NeighborWorks of Pueblo, n/k/a NeighborWorks Southern Colorado, Inc., a Colorado nonprofit corporation, for 1.75 acres of land in the Pikes Peak Park, Filing No. 1 Subdivision

N18 An Ordinance approving, and authorizing the Mayor to execute a Contract To Buy and Sell Real Estate by and between the City of Pueblo, a Colorado Municipal Corporation, and Stanley Rivera and Alvin Rivera Partnership, for the purchase of the property described as 316-322 West Northern Avenue within the City of Pueblo, and budgeting and appropriating funds in the amount of $99,000 from Project CI2113 – ARPA Interest Funds to Project CI2526 – 316-322 W Northern Purchase for the purchase

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 January 12, 2026, and Order the Ordinances to be published BY TITLE.

P. REGULAR AGENDA

Q. RESOLUTIONS

Q1 A Resolution awarding a construction contract in the amount of $557,222.00 to Miller Pipeline LLC and setting forth $111,444.00 for contingencies, for Project No. 25-107 (WWAN05) 2025 Manhole Rehabilitation Project and authorizing the Purchasing Agent to execute the same

Q2 A Resolution authorizing payment from the council contingencies account in the 2025 general fund budget to Southern Colorado Theatre Company (DBA Steel City Theater

Company) in the amount of $2,000 to sponsor their Performing Arts Academy

R. QUASI-JUDICIAL PROCEEDINGS

R1 An Ordinance vacating a 91,364 square foot drainage and detention easement located at 4080 W. Northern Ave. in the Pueblo Metro-Center Mall Subdivision, Filing No 4, A Special Area Plan - *Introduced December 08, 2025 by Councilor Brett Boston*

S. ORDINANCES – FINAL PRESENTATION

S1 An Ordinance establishing the Fiscal Year (FY) 2026-2027 Pueblo Urban Transportation Planning Project and budgeting and appropriating funds in the amount of $759,163.14 in 2026 for said project - *Introduced December 08, 2025 by Councilor Brett Boston*

S2 An Ordinance approving a Delegation Agreement between the City of Pueblo, a Colorado Municipal Corporation, and the Pueblo Area Council of Governments (PACOG) for 2026 Transportation Planning Services and authorizing the Mayor to execute same - *Introduced December 08, 2025 by Councilor Brett Boston*

S3 An Ordinance designating 330 South City Park Avenue, City Park BathHouse, as a Local Historic Landmark - *Introduced December 08, 2025 by Councilor Brett Boston*

S4 An Ordinance approving a settlement agreement between the City of Pueblo, a Colorado Municipal Corporation and Pueblo County, a political subdivision of the State of Colorado for the termination and dissolution of the Pueblo Regional Building Department - *Introduced December 08, 2025 by Councilor Brett Boston*

T. ADJOURN

REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS – CITY HALL
#1 CITY HALL PLACE
MONDAY, DECEMBER 8, 2025 - 7:00 PM

MINUTES

A. CALL TO ORDER

President Aliff called the meeting to order at 7:15 p.m.

B. INVOCATION

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

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

Council Members Present via Zoom: Regina Maestri.

Council Members Absent: None.

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

E. SPECIAL RECOGNITIONS

F. PUBLIC FORUM

- Carmel Quintana/Hall - To be able to fill my affidavit
- Ken Danti - Energy
- Elvis Martinez - Ethics Complaints, Crime, Blight

G. COUNCIL MEMBER AND MAYOR COMMENTARY

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

H. REVIEW OF AGENDA

The agenda was reviewed page by page.

I. APPROVAL OF AGENDA

Councilor Boston, seconded by Councilor Gomez, moved to remove item M3 from the agenda and to move item M1 to the regular agenda and approve the agenda as distributed.

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

J. READING AND APPROVAL OF MINUTES

J1 CITY COUNCIL MINUTES 112425

Councilor Boston, seconded by Councilor Latino, moved to dispense with the reading and approve the Minutes of the Regular Meeting dated **November 24, 2025** as distributed.

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

K. CONSENT AGENDA

L. COMMUNICATIONS

L1 PLANNING AND ZONING MINUTES FROM OCTOBER 8, 2025

M. RESOLUTIONS

M2 A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF MARY BETH ROTH, TONY MONTOYA, AND MIKE RICOTTONE TO SERVE A THREE-YEAR TERM EXPIRING DECEMBER 1, 2028, ON THE PUEBLO MUNICIPAL GOLF COURSE ENTERPRISE ADVISORY COMMITTEE

This Resolution was assigned as **16189**.

M3 A RESOLUTION ACCEPTING AN EASEMENT FROM THE PUEBLO WEST METROPOLITAN DISTRICT, A COLORADO SPECIAL DISTRICT, FOR USE OF PROPERTY LOCATED ADJACENT TO THE PUEBLO MOTORSPORTS PARK

This item was removed from the agenda.

M4 A RESOLUTION RATIFYING THE APPOINTMENT OF CERTAIN PUEBLO REGIONAL BUILDING DEPARTMENT COMMISSION MEMBERS TO SERVE AS TEMPORARY COMMISSION MEMBERS ON THE SOUTHERN COLORADO BUILDING DEPARTMENT COMMISSION

This Resolution was assigned as **16190**.

M5 A RESOLUTION RATIFYING THE APPOINTMENT OF CURRENT PUEBLO REGIONAL BUILDING DEPARTMENT BOARDS OF APPEAL MEMBERS TO SERVE AS BOARDS OF APPEAL MEMBERS FOR THE SOUTHERN COLORADO BUILDING DEPARTMENT

This Resolution was assigned as **16191**.

N. ORDINANCES – FIRST PRESENTATION

N1 AN ORDINANCE ESTABLISHING THE FISCAL YEAR (FY) 2026-2027 PUEBLO URBAN TRANSPORTATION PLANNING PROJECT AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $759,163.14 IN 2026 FOR SAID PROJECT

N2 AN ORDINANCE APPROVING A DELEGATION AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE PUEBLO AREA COUNCIL OF GOVERNMENTS (PACOG) FOR 2026 TRANSPORTATION PLANNING SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE SAME

N3 AN ORDINANCE DESIGNATING 330 SOUTH CITY PARK AVENUE, CITY PARK BATHHOUSE, AS A LOCAL HISTORIC LANDMARK

N4 AN ORDINANCE VACATING A 91,364 SQUARE FOOT DRAINAGE AND DETENTION EASEMENT LOCATED AT 4080 W. NORTHERN AVE. IN THE PUEBLO METRO-CENTER MALL SUBDIVISION, FILING NO 4, A SPECIAL AREA PLAN

N5 AN ORDINANCE APPROVING A SETTLEMENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND PUEBLO COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO FOR THE TERMINATION AND DISSOLUTION OF THE PUEBLO REGIONAL BUILDING DEPARTMENT

O. APPROVAL OF CONSENT AGENDA

Councilor Boston, seconded by Councilor Gomez, moved to approve the minutes of the Planning & Zoning committee, approve all Resolutions Set Forth in the Consent Agenda, Pass the Ordinances of the Consent Agenda, Setting the Public Hearings for December 22, 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 RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $191,903.17 WITH PARKER EXCAVATING, INC., FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 101 W RIVERWALK, PROJECT NO. 24-033 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME

This item was moved to the regular agenda.

A staff report and detailed review of the Resolution was given by Andra Ahrens, Director of Wastewater.

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

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

This Resolution was assigned as **16192**.

Q. RESOLUTIONS

Q1 A RESOLUTION AWARDING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES IN THE AMOUNT OF $3,396,234.31 TO BOLTON & MENK, INC. A COLORADO CORPORATION, FOR PROJECT NO. 25-002 PLANNING CONSULTANT FOR 24TH STREET BRIDGE AND DOWNTOWN CORRIDOR AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

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 item.

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 **16193**.

R. QUASI-JUDICIAL PROCEEDINGS

R1 AN ORDINANCE CHANGING ZONING RESTRICTIONS FROM R-2 SINGLE-FAMILY RESIDENTIAL ZONE DISTRICT TO R-5, MULTIPLE-RESIDENTIAL AND OFFICE ZONE DISTRICT COVERING AN UNIMPROVED .34-ACRE PARCEL OF LAND GENERALLY LOCATED AT THE SOUTHEAST CORNER OF MADISON AVENUE AND PITKIN AVE

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 #Z-25-13 dated August 13, 2025, be made part of the record for this hearing. So ordered by President Aliff.

PUBLIC HEARING:

- Paul Glen appeared in person to speak in favor of this ordinance
- Michael Escovado 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 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 **11083.**

S. ORDINANCES – FINAL PRESENTATION

S1 AN ORDINANCE PROVIDING FOR THE CITY OF PUEBLO DEPARTMENTAL AUTHORIZED PERSONNEL POSITIONS FOR THE FISCAL YEAR 2026

A staff report and detailed review of the Ordinance was given by Marisa Pacheco, Director of Human Resources.

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as **11084.**

S2 AN ORDINANCE AMENDING SECTIONS 6-5-16 AND 6-5-18 OF CHAPTER 5, OF THE TITLE VI OF THE PUEBLO MUNICIPAL CODE RELATING TO THE CLASSIFICATION AND PAY PLAN FOR FISCAL YEAR 2026

A staff report and detailed review of the Ordinance was given by Marisa Pacheco, Director of Human Resources.

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as **11085.**

S3 AN ORDINANCE REPEALING CHAPTER 1 OF TITLE 15 OF THE PUEBLO MUNICIPAL CODE AND ADOPTING A NEW CHAPTER 1 OF TITLE 15 WITH THE COLORADO MODEL TRAFFIC CODE AS REVISED IN 2024 REVISION 1.0

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

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

This Ordinance was assigned as **11086.**

S4 AN ORDINANCE APPROVING AN AGREEMENT BETWEEN PUEBLO SCHOOL

DISTRICT 60, DBA PUEBLO CITY SCHOOLS, AND THE CITY OF PUEBLO FOR THE SCHOOL RESOURCE OFFICER PROGRAM DURING THE PERIOD OF JANUARY 1, 2026 THROUGH DECEMBER 31, 2026, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

PUBLIC HEARING:

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

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

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

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

This Ordinance was assigned as **11087.**

S5 AN ORDINANCE APPROVING A CDOT ACCESS PERMIT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND DTV PUEBLO & GRETNA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AND TBAZ, LLC, A COLORADO LIMITED LIABILITY COMPANY, 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 Latino, seconded by Councilor Gomez, moved to approve the Ordinance on final presentation.

Councilor Boston, seconded by Councilor Flores, moved to amend Section 1 of item S5 An Ordinance approving a CDOT Access Permit Agreement to read as follows:

"The CDOT Access Permit Agreement between the City of Pueblo, a Colorado Municipal Corporation, and DTV Pueblo & Gretna, LLC, an Arizona limited liability company, and TBAZ, LLC, a Colorado limited liability company, a copy of which is attached hereto (“Agreement”), having been approved as to form by the City Attorney, is hereby approved."

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

This Ordinance was assigned as **11088.**

S6 AN ORDINANCE APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN INTERVENTION COMMUNITY CORRECTIONS SERVICES AND THE PUEBLO POLICE DEPARTMENT REGARDING COMPLIANCE WITH THE PRISON RAPE ELIMINATION ACT AND AUTHORIZING THE MAYOR TO

EXECUTE THE SAME

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

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as **11089.**

T. ADJOURN

President Aliff adjourned the meeting at 8:14 p.m.

Respectfully submitted,

Marisa Stoller
City Clerk

MINUTES OF REGULAR MEETING
City of Pueblo, Colorado
Wednesday, November 12, 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, Alexandra Aznar, Brett Boston, James Salazar, Elizabeth Bailey, Cheryl Spinuzzi

Commissioners Absent:

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

Staff Members Absent: None

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

Motion Passed: 7-0.

Public Meeting:

HPC-25-09 City Park Bath House Landmark, Staff report provided by Wade Broadhead.

Speaking in favor of the Landmark application were George Koncilja, Brett Verna, and Eleonora Bartoli. No one appeared in opposition of the application.

Commission Action: Bailey moved to recommend the Landmark application to City Council for approval seconded by Boston.

Motion Passed: 7-0

Public Hearing:

V-25-05 Vacation: Vacation of a 91,364 square foot drainage and detention easement located at 4080 W. Northern Ave**.** Staff Report by Hannah Prinzi, Planner

Hearing: Applicant Anna Betkowski was sworn in and spoke in favor of the application. No one appeared in opposition of the vacation application.

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

Motion Passed: 7-0

S-25-05 Subdivision: VIA Subdivision, a subdivision of 3.21 acres into two commercial lots, generally located north of W. Pueblo Blvd. and west of Mirror Ave. Staff report by Beritt Odom, Planning Director.

Hearing: Applicant Eric Maxwell was sworn in and spoke in favor of the application, no one appeared in opposition of the subdivision application.

Commission Action: Bailey moved to recommend the subdivision application with one staff condition to be completed on the Plat prior to forwarding to City Council for approval, seconded by Boston.

Motion Passed: 7-0.

S-24-09 Subdivision: Muniz Sunny Heights Subdivision, a replat of lot 6 WDB Land Co. Subdivision No 1. into three lots encompassing .77 acres. Staff report by Wade Broadhead, Sr. Planner.

Hearing: Applicant Julie Trout was sworn in and spoke in favor of the subdivision application. No one appeared in opposition.

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

Motion Passed: 7-0.

Z-25-18 Rezone: Rezoning of 0.65 acres located at 300 W Abriendo Ave from Multiple Residential and Office (R-5) Zone District to Subregional Business (B-2) Zone District. Staff Report by Mikaylin Hackley, Planner.

Hearing: Applicant Jeff Bailey was sworn in and spoke in favor of the application. Also sworn in and speaking in support were Brett Verna, Leslie Nazario, Mike Archuleta, Bret Stewart, Aaron Colletti, Midori Hatton, Nancy Ausbun, John Coope, Debbie Mulay, Kelly Hibler, Sally Sharp, Jim Sharp, Corinne Brown, Russell Lane, David Carleo, Danny Westen, Joe Vigil, Scott Thomas, Louis Nazario, David Cesario and John Grove. Exhibit A presented in support. Being sworn in and speaking in opposition was Jennifer Modrell. Exhibit B presented in opposition.

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

Motion Passed: 7-0

Approval of Minutes:

Boston moved to approve the minutes from the October 8, 2025, meeting seconded by Salazar.

Old/New Business:

Adjourned at 5:55 PM

Respectfully submitted,

Mike Castellucci
Chairperson

Beritt Odom
Executive Secretary

Digital recordings of all the meetings of the Planning and Zoning Commission are maintained and available for inspection and review during normal business hours (M – F, 8 a.m. – 5 p.m.) at the Department of Planning & Community Development, 211 East D Street, Pueblo

Docusign Envelope ID: E0488733-D948-4851-ABCA-6BF36B399438

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: December 22, 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 AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $269,373.60 TO DOUG VAUGHN, LLC FOR PROJECT NO. 25-111, CONCRETE IMPROVEMENTS - JONES AVENUE (PRAIRIE AVENUE TO LAKE AVENUE), SETTING FORTH $40,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a resolution awarding a Construction Contract to Doug Vaughn, LLC for Project No. 25-111 Concrete Improvements — Jones Avenue (Prairie Avenue to Lake Avenue).

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

This project will consist of the removal and replacement of asphalt, concrete sidewalk, and curb and gutter, the construction of new curb ramps, and other incidental items on Jones Avenue from Prairie Avenue to Lake Avenue. This Resolution awards the construction contract to Doug Vaughn, LLC.

FINANCIAL IMPLICATIONS:

Funds in the amount of $309,373.60 (contract and contingencies) will be paid from Project Account HU2511, Concrete Imp - Jones Avenue.

BOARD/COMMISSION RECOMMENDATION

None.

Docusign Envelope ID: E0488733-D948-4851-ABCA-6BF36B399438

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will cancel the project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 25-111 Bid Summary

Docusign Envelope ID: E0488733-D948-4851-ABCA-6BF36B399438

RESOLUTION NO.16194

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $269,373.60 TO DOUG VAUGHN, LLC FOR PROJECT NO. 25-111, CONCRETE IMPROVEMENTS - JONES AVENUE (PRAIRIE AVENUE TO LAKE AVENUE), SETTING FORTH $40,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for 25-111 Concrete Improvements - Jones Avenue (Prairie Avenue to Lake Avenue) have been received and examined; and,

WHEREAS, the proposal of Doug Vaughn, LLC was the lowest bid determined to be responsive, and the Committee of Awards recommends to the City Council that it authorizes Project No. 25-111 Concrete Improvements - Jones Avenue (Prairie Avenue to Lake Avenue) to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 25-111 Concrete Improvements - Jones Avenue (Prairie Avenue to Lake Avenue) to be performed, and the contract for said project is hereby awarded to Doug Vaughn, LLC in the amount of $269,373.60.

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…….$40,000.00

SECTION 4.

Funds in the amount of $309,373.60, for the contract and contingencies, shall be from account Project HU2511, Concrete Imp - Jones Avenue.

SECTION 5.

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

Docusign Envelope ID: E0488733-D948-4851-ABCA-6BF36B399438

SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: December 22, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

ATTESTED BY: Signed by: Vincent Petkosek
330F90D300E24F8...
DEPUTY CITY CLERK

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

EVALUATION TABULATION

IFB No. 25-111 (HUAN01)

Concrete Improvements - Jones Avenue (Prairie Avenue to Lake Avenue)

RESPONSE DEADLINE: November 14, 2025 at 10:00 am
Report Generated: Friday, November 14, 2025

VENDOR TOTALS

Vendor	Total
Doug Vaughn, LLC	$269,373.60
Lg Contractors	$277,570.00
Balance Concrete LLC	$280,595.70
Baha Construction, Inc.	$297,851.75
Cedar Ridge Landscape, Inc	$322,013.00

BASE BID

BASE BID					Baha Construction, Inc.		Balance Concrete LLC		Cedar Ridge Landscape, Inc		Doug Vaughn, LLC		Lg Contractors	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Remove Asphalt	4229	S.F.	$2.00	$8,458.00	$1.90	$8,035.10	$1.75	$7,400.75	$1.60	$6,766.40	$2.50	$10,572.50
X	2	Remove Curb and Gutter	1743	L.F.	$2.00	$3,486.00	$5.50	$9,586.50	$5.00	$8,715.00	$4.30	$7,494.90	$2.50	$4,357.50
X	3	Remove Concrete	4936	S.F.	$2.00	$9,872.00	$1.65	$8,144.40	$2.00	$9,872.00	$1.60	$7,897.60	$2.50	$12,340.00
X	4	Remove Reinforced Concrete	2996	S.F.	$2.00	$5,992.00	$2.65	$7,939.40	$2.50	$7,490.00	$1.60	$4,793.60	$3.00	$8,988.00
X	5	Remove 30-inch Diameter Tree	1	EA.	$3,500.00	$3,500.00	$2,890.00	$2,890.00	$2,200.00	$2,200.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00
X	6	Construct Curb head	618	L.F.	$13.50	$8,343.00	$18.15	$11,216.70	$19.00	$11,742.00	$17.00	$10,506.00	$28.00	$17,304.00
X	7	Construct Curb and Gutter	1727	L.F.	$17.50	$30,222.50	$28.90	$49,910.30	$34.00	$58,718.00	$26.00	$44,902.00	$28.00	$48,356.00
X	8	Construct 4" Concrete	7223	S.F.	$7.75	$55,978.25	$7.60	$54,894.80	$7.75	$55,978.25	$6.30	$45,504.90	$5.00	$36,115.00
X	9	Construct 6" Concrete	3106	S.F.	$12.00	$37,272.00	$8.70	$27,022.20	$10.50	$32,613.00	$7.30	$22,673.80	$7.00	$21,742.00

BASE BID					Baha Construction, Inc.		Balance Concrete LLC		Cedar Ridge Landscape, Inc		Doug Vaughn, LLC		Lg Contractors	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	10	Construct 7" Reinforced Concrete	3886	S.F.	$15.00	$58,290.00	$10.60	$41,191.60	$13.50	$52,461.00	$13.50	$52,461.00	$10.00	$38,860.00
X	11	Construct Asphalt Roadway Patch	4068	S.F.	$6.00	$24,408.00	$9.00	$36,612.00	$9.00	$36,612.00	$8.80	$35,798.40	$10.00	$40,680.00
X	12	Construct 2" Asphalt Patch	43	S.F.	$10.00	$430.00	$8.90	$382.70	$7.00	$301.00	$5.00	$215.00	$5.00	$215.00
X	13	Install 24" x 24" Tactile Band	8	EA.	$175.00	$1,400.00	$230.00	$1,840.00	$180.00	$1,440.00	$140.00	$1,120.00	$250.00	$2,000.00
X	14	Install 24" x 30" Tactile Band	68	EA.	$225.00	$15,300.00	$255.00	$17,340.00	$225.00	$15,300.00	$150.00	$10,200.00	$250.00	$17,000.00
X	15	Relocate Sign	2	EA.	$150.00	$300.00	$110.00	$220.00	$75.00	$150.00	$100.00	$200.00	$100.00	$200.00
X	16	Install Class 6 Base Material (Place and Compact)	24	TONS	$150.00	$3,600.00	$55.00	$1,320.00	$55.00	$1,320.00	$10.00	$240.00	$35.00	$840.00
X	17	Erosion and Sediment Control	1	LS	$3,000.00	$3,000.00	$100.00	$100.00	$900.00	$900.00	$300.00	$300.00	$1,500.00	$1,500.00

BASE BID					Baha Construction, Inc.		Balance Concrete LLC		Cedar Ridge Landscape, Inc		Doug Vaughn, LLC		Lg Contractors	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	18	Traffic Control	1	LS	$10,000.00	$10,000.00	$1,600.00	$1,600.00	$6,800.00	$6,800.00	$6,800.00	$6,800.00	$2,000.00	$2,000.00
X	19	Mobilization	1	LS	$18,000.00	$18,000.00	$350.00	$350.00	$12,000.00	$12,000.00	$10,500.00	$10,500.00	$13,500.00	$13,500.00
Total						$297,851.75		$280,595.70		$322,013.00		$269,373.60		$277,570.00

Docusign Envelope ID: E0488733-D948-4851-ABCA-6BF36B399438

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: December 22, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Greg Pedroza, Director Aviation

SUBJECT: A RESOLUTION ESTABLISHING PROJECT NO. AP2502 - HANGAR DOOR REPLACEMENT 522 SKYWAY, TRANSFERRING FUNDS IN THE AMOUNT OF $197,582.00 FROM PROJECT NO. CI2426 - CITY COUNCIL AND DEPARTMENT RELOCATION PROJECT, AND BUDGETING AND APPROPRIATING SAID FUNDS INTO PROJECT NO. AP2502 HANGAR DOOR REPLACEMENT 522 SKYWAY

SUMMARY:

A Resolution establishing Project No. AP2502 - Hangar Door Replacement 522 Skyway and transferring, budgeting, and appropriating funds in the amount of $197,582 from Project No. CI2426 - City Council and Department Relocation Project.

PREVIOUS COUNCIL ACTION:

Ordinance No. 9830, passed and approved by City Council previously budgeted and appropriated funds for the purchase of the Wells Fargo Building.

Resolution No. 15543, passed by City Council transferred funds to Project No. CI2426 - City Council and Department Relocation Project.

BACKGROUND:

The hangar door at 522 Skyway St., which houses Southern Colorado Aviation Professional, a tenant of the Pueblo Memorial Airport, is no longer operable and needs to be replaced. This building is owned by the City of Pueblo and is responsible for the replacement.

FINANCIAL IMPLICATIONS:

The estimated project cost to replace the hangar door is $179,620. Funds in the amount of $197,582 (including 10% contingency) will be transferred from Project CI2426, budgeted and appropriated to Project AP2502 - Hangar Door Replacement 522 Skyway.

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BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Resolution is not approved, the hangar door will not be replaced and hangar at 522 Skyway will not be able to be occupied by current tenant or future tenants.

RECOMMENDATION:

Approve the Resolution

ATTACHMENTS:

None

Docusign Envelope ID: E0488733-D948-4851-ABCA-6BF36B399438

RESOLUTION NO. 16195

A RESOLUTION ESTABLISHING PROJECT NO. AP2502 - HANGAR DOOR REPLACEMENT 522 SKYWAY, TRANSFERRING FUNDS IN THE AMOUNT OF $197,582.00 FROM PROJECT NO. CI2426 - CITY COUNCIL AND DEPARTMENT RELOCATION PROJECT, AND BUDGETING AND APPROPRIATING SAID FUNDS INTO PROJECT NO. AP2502 HANGAR DOOR REPLACEMENT 522 SKYWAY

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Project No. AP2502 - Hangar Door Replacement 522 Skyway is hereby established.

SECTION 2.

The Director of Finance is directed to transfer, budget, and appropriate funds in the amount of $197,582.00 from Project No. CI2426 - City Council and Department Relocation to Project No. AP2502 - Hangar Door Replacement 522 Skyway.

SECTION 3.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: December 22, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff B7A4F5T823AB462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: Signed by: Vincent Petkosek 330F90D300E24F8...
DEPUTY CITY CLERK

Docusign Envelope ID: E0488733-D948-4851-ABCA-6BF36B399438

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: December 22, 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 SETTING FORTH $70,000 FOR CONTINGENCIES PROJECT 25-066 REMODEL OF RIVERWALK BUILDING

SUMMARY:

Attached is a resolution awarding a construction contract to Tony J Beltramo & Sons, Inc., for Project No. 24-008, Construction of Adams Avenue and Jackson Street Roundabout.

PREVIOUS COUNCIL ACTION:

Ordinance 10120, dated February 28, 2022, created Project Account CI2206 for Adams Avenue and Jackson Street Roundabout Project, an approved IGA between Pueblo and CDOT relating to the Adams Avenue and Jackson Street Roundabout Project, and budgeted and appropriated funds from CDOT totaling $900,000 for the Project.

Resolution 14860, dated April 25, 2022, authorized the transfer of $100,000 from Project Account CI2204 to Project Account CI2206.

Resolution 15069, dated November 28, 2022, awarded an agreement for professional engineering services in the amount of $123,014.74 to Short-Elliott-Hendrickson, Inc. for the design of Adams Avenue and Jackson Street Roundabout.

BACKGROUND:

The intersection of Adams Avenue and Jackson Street was awarded a Highway Safety Improvement Program (HSIP) grant from the Federal Highway Administration (FHWA) through the Colorado Department of Transportation (CDOT). During the five-year time period 2015 to 2019, there were ten reported accidents, of which, two were fatal accidents, seven broadside, six property damage only and two injury accidents. FHWA has identified roundabout construction as one of the most significant accident countermeasure concepts.

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This project consists of the construction of a 'Mini-Roundabout' at the intersection of Adams Avenue and Jackson Street. The construction components include pavement and concrete removal, excavation and embankment, asphalt pavement with aggregate base course, concrete flatwork involving integral coloring and stamping, storm sewer relocation, signage and pavement markings, and traffic control.

This Resolution awards the construction contract to Tony J Beltramo & Sons, Inc.

FINANCIAL IMPLICATIONS:

Funding in the amount of $873,000.00 (contract and contingencies) will be paid from Project CI2206, Adams & Jackson Roundabout PRJ.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will cancel this project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

Docusign Envelope ID: E0488733-D948-4851-ABCA-6BF36B399438

RESOLUTION NO. 16196

A RESOLUTION SETTING FORTH $70,000 FOR CONTINGENCIES PROJECT 25-066 REMODEL OF RIVERWALK BUILDING

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

An additional amount as stipulated in this section is hereby established for contingencies and additional work.

Contingencies and Additional Work…….$70,000.00

SECTION 2.

Funds for Project No. 25-066, in the amount of $70,000.00, shall be from Account Project CI2515, 101 Riverwalk Unit 2.

SECTION 3.

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

SECTION 4.

The Resolution shall become effective immediately upon passage and approval.

INTRODUCED: December 22, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff B7A4E51823AB402...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: Signed by: Vincent Petkosek 330F90D300E24F8...
DEPUTY CITY CLERK

Docusign Envelope ID: E0488733-D948-4851-ABCA-6BF36B399438

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: December 22, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Kurt Patrick, Director of StormWater

SUBJECT: A RESOLUTION RATIFYING THE AWARD OF AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $23,505.00 TO RUSS GRADING AND EXCAVATING LLC, A COLORADO LIMITED LIABILITY COMPANY, FOR PROJECT NO. 25-012 (SWAN03) — FOR EMERGENCY STORM SEWER POINT REPAIR ON PUEBLO BOULEVARD AND ASTER STREET, APPROVING AMENDMENT NO. 1 TO THE CONTRACT IN THE AMOUNT OF $55,034.56, APPROVING CHANGE ORDER NO. 1 IN THE AMOUNT OF $1,570.79, AND AUTHORIZING AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME

SUMMARY:

This Resolution ratifies and approves the award of a construction contract in the amount of $23,505.00 to Russ Grading & Excavating LLC, under Contract No. 25-012 for an emergency storm sewer point repair on Pueblo Boulevard and Aster Street and approves Amendment No. 1 to the contract in the amount of $55,034.56, and approves a change order in the amount of $1,570.79.

PREVIOUS COUNCIL ACTION:

On 3/24/2025, City Council passed Resolution #15934, which approved the award of the 2025 -2027 Emergency Storm Sewer Point Repair Contract to multiple contractors which were qualified via competitive bid.

BACKGROUND:

CDOT notified the Stormwater Department of a sinkhole at the intersection of Pueblo Boulevard and Aster Street. Upon visual and closed caption television (CCTV) inspection the exact cause of the sinkhole was undetermined. Due to the Stormwater Department having the most infrastructure in the sinkhole proximity, an emergency point repair was performed to repair the settled asphalt.

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Contract Amendment No. 1 reflects additional work identified when the existing asphalt was removed, as well as required work items that are not covered under the existing Emergency Storm Sewer Point Repair Contract. A contract amendment is required as the cost of the additional work exceeds the threshold for administrative approval of a change order and as it includes work items that are not covered under the existing Emergency Storm Sewer Point Repair Contract.

Change Order No. 1 reflects the cost of the performance and payment bonds that were required to be provided that were not included on the contractor's final invoice.

The contract with the unit prices for the estimated work performed by Russ Grading & Excavating LLC can be found attached. This work was performed under the 2025-2027 Emergency Storm Sewer Point Repair Resolution #15934 through which contractors were qualified via competitive bid.

FINANCIAL IMPLICATIONS:

Funding in the amount of $80,110.35 will be paid from the Stormwater Utility budget. Project Account SWAN03, for Point Repairs and Pipe Cleaning.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Not applicable.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 25-012 Pueblo Blvd and Aster St EPR Contract
2. 25-012 Pueblo Blvd and Aster St EPR Contract Amendment #1 (DRAFT)
3. 25-012 Pueblo Blvd and Aster St EPR Change Order
4. 25-012 Pueblo Blvd and Aster St EPR Exhibit
5. 25-012 Pueblo Blvd and Aster St EPR Invoice
6. 25-012 Pueblo Blvd and Aster St EPR Backup

Docusign Envelope ID: E0488733-D948-4851-ABCA-6BF36B399438

RESOLUTION NO. 16197

A RESOLUTION RATIFYING THE AWARD OF AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $23,505.00 TO RUSS GRADING AND EXCAVATING LLC, A COLORADO LIMITED LIABILITY COMPANY, FOR PROJECT NO. 25-012 (SWAN03) — FOR EMERGENCY STORM SEWER POINT REPAIR ON PUEBLO BOULEVARD AND ASTER STREET, APPROVING AMENDMENT NO. 1 TO THE CONTRACT IN THE AMOUNT OF $55,034.56, APPROVING CHANGE ORDER NO. 1 IN THE AMOUNT OF $1,570.79, AND AUTHORIZING AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME

WHEREAS, an emergency storm 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 Russ Grading & Excavating LLC, under the 2025-2027 Emergency Storm Sewer Point Repair contract: NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

City Council hereby ratifies and approves the contract for emergency repair of the storm sewer on Pueblo Boulevard and Aster Street with Russ Grading & Excavating LLC, Project No. 25-012 (SWAN03) – awarded to said bidder in the amount $23,505.00 (the “Contract”). 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 2.

Contract Amendment No. 1 to said Contract in the amount of $55,034.56, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved. The Purchasing Agent is hereby authorized to execute said Contract Amendment No. 1 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. City Council authorizes the additional work contemplated by Contract Amendment No. 1 and approves Contract Change Order No. 1 in the amount of $1,570.79.

SECTION 3.

Funds for Project No. 25-012 (SWAN03) – Emergency Storm Sewer Point Repair on Pueblo Boulevard and Aster Street shall be paid from the Stormwater Utility Fund – Project Account SWAN03, Point Repairs & Pipe Cleaning.

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SECTION 4.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Resolution, the Contract and Contract Amendment No. 1 necessary 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, are hereby ratified.

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: December 22, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

ATTESTED BY: Signed by: Vincent Petkosek 330F90D300E24F8...
DEPUTY CITY CLERK

Docusign Envelope ID: E759345A-CD96-417A-8686-29E2830AFD77

REQUEST FOR QUOTATIONS

Bid No: **25-012**
Bid Name: **2025-2027 Emergency Storm Sewer Point Repair – Aster St and Pueblo Blvd**

The undersigned, having become familiar with the local conditions affecting the cost of the work, and with the contract documents, including advertisement for bids, the form of proposal, the form of contract, form of bond, special provisions of the contract, general provisions of the contract, etc., plans, drawings and specifications, issued and attached to the contract documents on file in the office of the Purchasing Agent, hereby proposes to furnish all of the labor, materials, tools, equipment, and all utility/transportation services necessary to perform and complete, in an industry acceptable and professional manner, construction of **2025-2027 Emergency Storm Sewer Point Repair – Aster St and Pueblo Blvd** in accordance with the plans and specifications as prepared by or for the City of Pueblo, Colorado, for the sums set forth in the following schedule:

2025-2027 Emergency Storm Sewer Point Repair					Russ Grading & Excavating LLC	
Line Item	Description		Unit of Measure	Quantity	Unit Cost	Total Cost
1	Remove and Replace 7" Reinforced Concrete Slab	>100	SF	325	$25.00	$8,125.00
2	Install Extra Lean Concrete (Flowable Fill)	1-20	CY	5	$225.00	$1,125.00
3	Mobilization	1	LS	1	$4,000.00	$4,000.00
4	Remove and Replace 6" Asphalt Patch	1	SF	620	$15.00	$9,300.00
5	Class 6 ABC	1	TON	5	$35.00	$175.00
6	Rock Sock	1	LF	4	$20.00	$80.00
7	Inlet Protection	1	EA	2	$350.00	$700.00
	Total					**$23,505.00**
					Russ Grading & Excavating LLC	
186	Percentage Rate - Performance and Payment		Percentage			2.%
	Total					**$0.00**
	Grand Total with Bond Percentage Amount					**N/A**

The Grand Total Bid shall be the basis for establishing the amount of the payment and performance bonds for projects with a Grand Total Bid equal to or greater than $50,000.00. The total bid is based on quantities and dimensions shown on the proposal form and is subject to additions or reductions according to the actual construction quantities as determined by the Engineer upon completion of the construction.

The City reserves the right to adjust the required quantities and the Contractor shall furnish said quantities at the unit price quoted above. The time allowed for construction shall be adjusted in direct proportion of the adjusted quantities to the estimated quantities.

The undersigned has carefully checked the above quantities against the plans and specifications before preparing this proposal and accepts the said quantities as substantially correct, both as to classification and amount, and as correctly listing the work to be done in accordance with the plans and specifications.

Docusign Envelope ID: E759345A-CD96-417A-8686-29E2830AFD77

The Contractor shall be subject to all applicable City, County, State and Federal Taxes in the performance of this contract.
Liquidated damages will be assessed in accordance with the GENERAL PROVISIONS for every calendar day after the allotted time given until the work is completed and accepted by the City of Pueblo.

NOTE: Bidders should not add any conditions or qualifying statements to this bid as otherwise the bid may be declared irregular as being not responsive to the advertisement for bids.

Business Name: Russ Grading & Excavating, LLC

Business Address: 1010 S. Reading Ave.

Pueblo, CO 81001

Signature: DocuSigned by: Bailey Russ 2CFAACE282B2470... Date: 11/5/2025 | 8:04 AM PST

Printed Name and Title: Bailey Russ, Managing Member

Docusign Envelope ID: E759345A-CD96-417A-8686-29E2830AFD77

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this 4th day of November, 2025, by and between the City of Pueblo, a Colorado Municipal Corporation, hereinafter referred to in the Contract Documents as the "City", and Russ Grading & Excavating, LLC, a Colorado Limited Liability Company, hereinafter referred to in the Contract Documents as "Contractor".

WITNESSETH, in consideration of the sum to be paid by the City to the Contractor at the time and in the manner hereinafter provided, the said Contractor has agreed, and does hereby agree, to furnish all labor, tools, equipment and material and to pay for all such items, and to construct complete in every detail, To-Wit;

Bid No: **25-012**
Bid Name: **2025-2027 Emergency Storm Sewer Point Repair – Aster St and Pueblo Blvd**

At the prices bid, in accordance with the drawings and specifications, and all Contract Documents for this project which are on file and available for inspection in the office of the Director of Public Works of Pueblo, all to the satisfaction of the Director of Public Works for the City of Pueblo.

AND FOR SAID CONSIDERATION, IT IS FURTHER AGREED BY AND BETWEEN THE PARTIES TO THIS AGREEMENT AS FOLLOWS:

1. Construction and installation of the above enumerated work for the City shall be completed and ready for use in accordance with the time of completion described in the Proposal Form of this Contract. This time shall be extended only for those periods set forth in the Contract Documents and in accordance with the requirements of same.

2. The work and material for the project covered by the Contract Documents shall be completely installed and delivered to the City within the time above stated, clear and free from any and all liens, claims and demands of any kind.

3. The full compensation to be paid to the Contractor by the City, pursuant to the terms of this Contract, shall be payable as provided in the Contract Documents.

4. This Contract consists of the following components, parts, and documents, all of which taken together constitute and are referred to as the Contract Documents, and the same are incorporated as part of the Contract as if set out herein verbatim, whether the same have been attached hereto or not:

   Contract (This Instrument)
   Performance Bond (Not needed at this time)
   Payment Bond (Not needed at this time)
   Notice to Proceed
   Notice of Award
   Contractor's Proposal
   Addendum No. 1
   Invitation For Bids

5. The ***Standard Construction Specifications and Standard Details for City of Pueblo, Colorado***, adopted November 11, 2024, and as most recently amended, and ***The City of Pueblo Drainage Criteria Manual***, adopted April 2023, are hereby included by reference and all provisions thereof shall be applicable.

6. Title XII, Chapter 2, of the 1971 Code of Ordinances, City of Pueblo, adopted by Ordinance No. 3476, and amended by Ordinance No. 4476 and 5229, shall be considered a part of this contract.

Docusign Envelope ID: E759345A-CD96-417A-8686-29E2830AFD77

7. Title I, Chapter 8, of the 1971 Code of Ordinances, City of Pueblo, adopted by Ordinance No. 4479, shall be considered a part of the contract.

8. All the covenants and agreements set forth in the Contract Documents shall inure to the benefit of and be binding upon City and Contractor and their respective heirs, legal successors and assigns and shall be governed by the laws of the State of Colorado.

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

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

RUSS GRADING & EXCAVATING, LLC

By DocuSigned by: Bailey Russ 2CFAACE282B2470... Bailey Russ

Title Managing Member

CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION

By DocuSigned by: Naomi Hedden 663514DB28C0490... Naomi Hedden, Director of Purchasing

ATTEST:

DocuSigned by: 7C02EBDFFC3D43C... Marisa Stoller, City Clerk

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

Signed by: 01FBACDE22B04B4... Danny Nunn, Director of Finance

APPROVED AS TO FORM DEPARTMENT OF LAW:

DocuSigned by: Robert Jagger 502480B56EECAC8... Robert P. Jagger, Deputy City Attorney

Docusign Envelope ID: E759345A-CD96-417A-8686-29E2830AFD77

NOTICE TO PROCEED

November 4, 2025

Russ Grading & Excavating, LLC
1010 S. Reading Ave.
Pueblo, CO 81001

Ref: Bid No: 25-012
Bid Name: 2025-2027 Emergency Storm Sewer Point Repair – Aster St and Pueblo Blvd

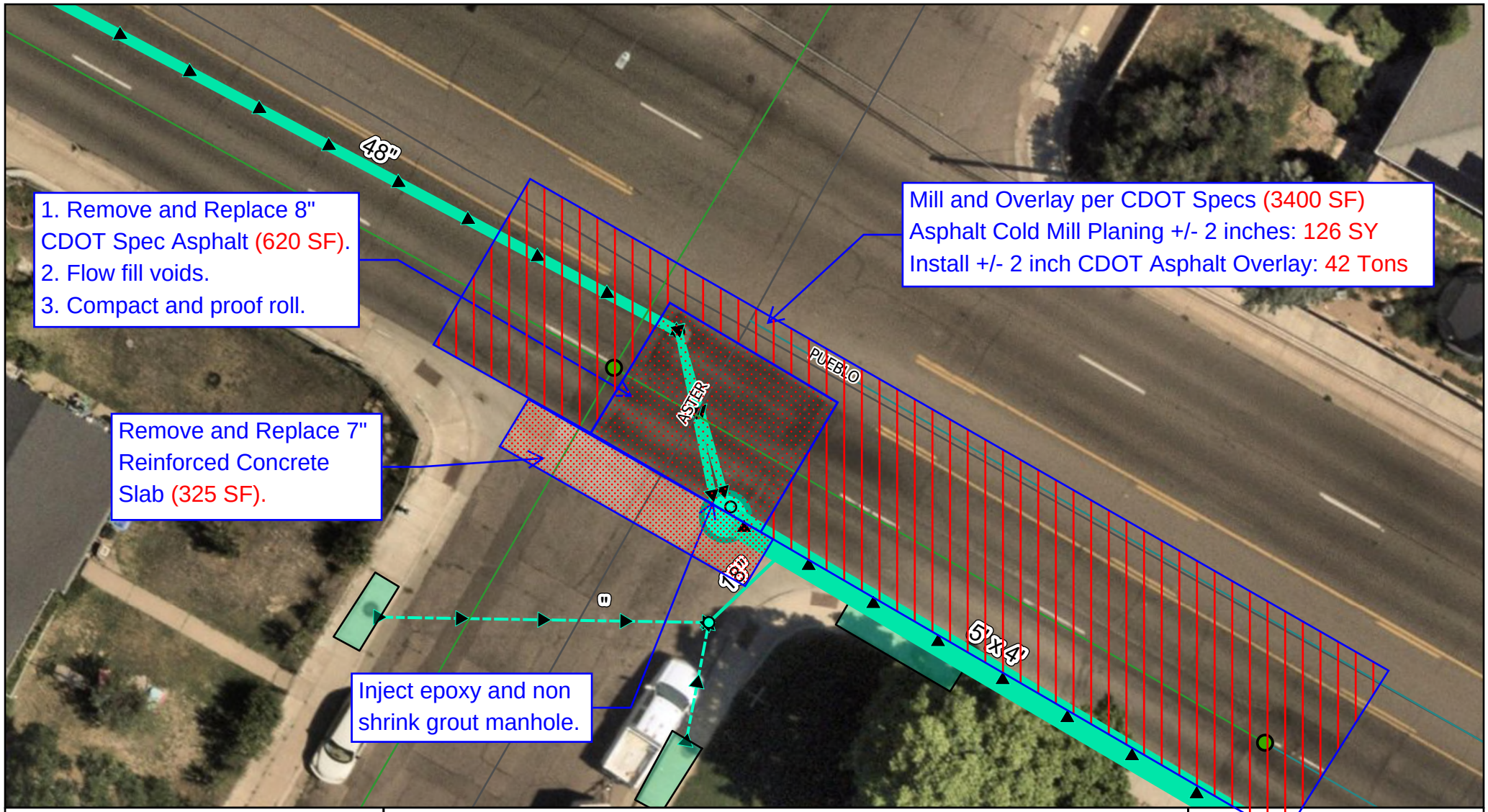
You are hereby authorized to proceed on November 4, 2025, or within three (3) consecutive calendar days thereafter with construction of the above referenced project as set forth in the Contract Documents.

You have fourteen (14) consecutive calendar days to complete this project. If at that time the project is not complete, you may request additional time via an RFI. Your request will be subject to the discretion of the project engineer. If the project engineer deems your request as appropriate you will be issued an amendment granting the specified additional days.

Sincerely,

DocuSigned by:
Kurt Patrick
83D35AA3F8D04C7...

Kurt Patrick
Director of Stormwater



Pueblo Blvd & Aster St

The City of Pueblo, Colorado does not guarantee nor provide any warranty, expressed or implied, as to the representative completeness or accuracy of maps and data provided herein.

nearmap.com

CITY OF PUEBLO STORMWATER UTILITY

AMENDMENT NO. 1 TO
CONSTRUCTION CONTRACT

This Amendment No. 1 to a construction contract ("Amendment") is executed to be effective as of December 10, 2025, by and between the City of Pueblo, a Colorado Municipal Corporation ("City") and Russ Grading & Excavating, LLC, a Colorado Limited Liability Company ("Contractor").

WHEREAS, City and Contractor entered into that certain construction contract dated November 4, 2025, for Bid 25-012 2025-2027 Emergency Storm Sewer Point Repair – Aster St. and Pueblo Blvd. (the "Construction Agreement"); and

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

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

1. The invoice attached hereto, and labelled Exhibit 1, is hereby accepted and approved. The Construction Agreement and the Request for Quotation of the Construction Agreement are amended to incorporate all additional work to be performed as contemplated by and at the prices set forth in Exhibit 1. Contractor shall perform all acts necessary or required as a result of this Amendment, including, but not limited to, furnishing payment and performance bonds in the amount of $78,539.56 on or before December 22, 2025, in compliance with Section 5.20 of the Contract Documents.

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

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

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

RUSS GRADING & EXCAVATING, LLC

By _____
Bailey Russ, Managing Member

CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION

By _____
Naomi Hedden, Director of Purchasing

ATTEST:

_____
Marisa Stoller, City Clerk

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

_____
Danny Nunn, Director of Finance

APPROVED AS TO FORM DEPARTMENT OF LAW:

_____
Robert P. Jagger, Deputy City Attorney

EXHIBIT 1

Russ Grading & Excavating, LLC Invoice

Russ Grading & Excavating LLC
24975 South Rd
Pueblo, CO 81006
USA

Voice: 719-369-9781
Fax:

INVOICE

Invoice Number: 560
Invoice Date: Nov 14, 2025
Page: 1
Duplicate

Bill To:
City of Pueblo PO Box 1427 Pueblo, CO 81002

Ship to:
City of Pueblo PO Box 1427 Pueblo, CO 81002

Customer ID	Customer PO	Payment Terms	
City of Pueblo		Net 30 Days	
Sales Rep ID	**Shipping Method**	**Ship Date**	**Due Date**
	Airborne		12/14/25

Quantity	Description	Unit Price	Amount
	ASTER & PUB BLVD EPR		
325.00	R&R 7" REIN CONC SLAB	25.00	8,125.00
5.85	FLOWFILL	225.00	1,316.25
1.00	MOBILIZATION	4,000.00	4,000.00
620.00	6" ASPHALT PATCH	15.00	9,300.00
30.36	CLASS 6 ABC	35.00	1,062.60
4.00	ROCK SOCK	20.00	80.00
2.00	INLET PROTECTION	350.00	700.00
	CONTRACT INCREASES		
1.00	2" MILL AND OVERLAY PER CDOT	34,310.00	34,310.00
4.00	RAISE/LOWER MANHOLES FOR OVERLAY	1,300.00	5,200.00
2.00	GROUT & EPOXY MANHOLES	500.00	1,000.00
1.00	CONCRETE WASHOUT	250.00	250.00
1.00	EXCAVATION OF SINK HOLES	2,500.00	2,500.00
1.00	TRAFFIC CONTROL +10%	9,195.71	9,195.71
1.00	STRIPING	1,500.00	1,500.00

Subtotal	78,539.56
Sales Tax	
Total Invoice Amount	78,539.56
Payment/Credit Applied	
TOTAL	**78,539.56**

Check/Credit Memo No:

City Of Pueblo | **Contract Change Order** | Stormwater Department

Project Number : 25-012 **Change Order No. :** 1 **Date:** 12/9/2025

Project Name : 2025-2027 Emergency Storm Sewer Point Repair - Pueblo Blvd and Aster St

Contractor : Russ Grading & Excavating, LLC

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
*	Percentage Rate - Performance and Payment Bonds **(Increase - 1 LS)**		$1,570.79
	TOTAL		$1,570.79

Net Adjustment This Change Order	$	1,570.79
Amount of Previous Change Order(s)	$	-
Original Contract Amount & Amendment	$	78,539.56
Total Adjusted Contract Amount To Date	$	80,110.35

Reason For Change:

Bond required for project exceeding $50,000.

The time provided for completion of the contract is increased by (0) days.

This document shall become an amendment to the contract and all provisions of the contract apply hereto. The adjustment to the contract amount and contract time, if any, made by this change order constitutes full compensation to the Contractor for the work included within this change order, and Contractor's acceptance hereof constitutes a waiver of any contract and equitable claims on account thereof.

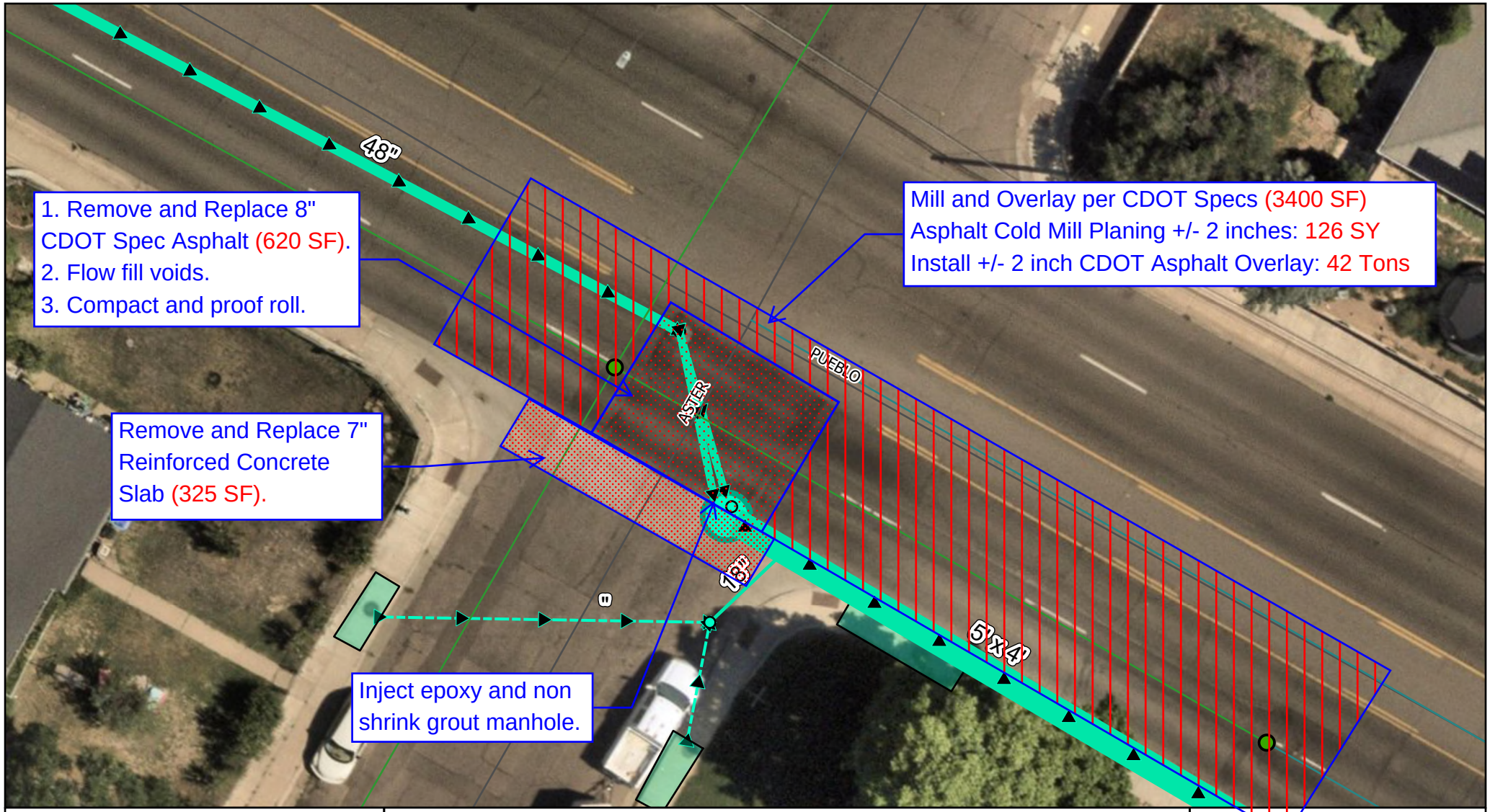
Prepared by: Neal Nearman Date: 12-9-25
Stormwater Inspector

Reviewed by: Noah Storm Date: 12/9/25
Project Manager

Accepted by: Date: 12/9/25
Contractor's Representative

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

Approved by: Date: 12/9/25
Director of Stormwater



Pueblo Blvd & Aster St

The City of Pueblo, Colorado does not guarantee nor provide any warranty, expressed or implied, as to the representative completeness or accuracy of maps and data provided herein.

Russ Grading & Excavating LLC
24975 South Rd
Pueblo, CO 81006
USA

Voice: 719-369-9781
Fax:

INVOICE

Invoice Number: 560
Invoice Date: Nov 14, 2025
Page: 1
Duplicate

Bill To:
City of Pueblo PO Box 1427 Pueblo, CO 81002

Ship to:
City of Pueblo PO Box 1427 Pueblo, CO 81002

Customer ID	Customer PO	Payment Terms	
City of Pueblo		Net 30 Days	
Sales Rep ID	**Shipping Method**	**Ship Date**	**Due Date**
	Airborne		12/14/25

Quantity	Description	Unit Price	Amount
	ASTER & PUB BLVD EPR		
325.00	R&R 7" REIN CONC SLAB	25.00	8,125.00
5.85	FLOWFILL	225.00	1,316.25
1.00	MOBILIZATION	4,000.00	4,000.00
620.00	6" ASPHALT PATCH	15.00	9,300.00
30.36	CLASS 6 ABC	35.00	1,062.60
4.00	ROCK SOCK	20.00	80.00
2.00	INLET PROTECTION	350.00	700.00
	CONTRACT INCREASES		
1.00	2" MILL AND OVERLAY PER CDOT	34,310.00	34,310.00
4.00	RAISE/LOWER MANHOLES FOR OVERLAY	1,300.00	5,200.00
2.00	GROUT & EPOXY MANHOLES	500.00	1,000.00
1.00	CONCRETE WASHOUT	250.00	250.00
1.00	EXCAVATION OF SINK HOLES	2,500.00	2,500.00
1.00	TRAFFIC CONTROL +10%	9,195.71	9,195.71
1.00	STRIPING	1,500.00	1,500.00

Subtotal	78,539.56
Sales Tax	
Total Invoice Amount	78,539.56
Payment/Credit Applied	
TOTAL	**78,539.56**

Check/Credit Memo No:

A-1 BARRICADE & SIGN, INC.

REMIT TO: 201 COLORADO AVE. PUEBLO, CO 81004
719-543-1353 FAX-719-543-6244

RENTED TO	JOB LOCATION	TICKET #
RUSS GRADING & EXCAVATING 1010 S READING ST PUEBLO CO 81001	EMERGENCY PUEBLO BLVD & ASTER PUEBLO CO	Con# 137851 Loc 200

DL/ID #	DOBth	MISC	PHONE		DATE	TIME
CA28678			W (719) 369-9781	OUT	11/03/25	7:00 AM CT
ID#3	PO/JOB #	RECEIVED BY				
				RETURNED	11/14/25	2:00 PM CT

FINAL Charge for 1.00 Day(s) Page: 1

QTY	ITEM#	MIN	HOURLY	OVNITE	8-HOUR	DAY	WEEK	4 WEEK	EXT AMT	NET AMT
48	DRW3-0000								192.00	192.00
	$4.00/D					4.00				
284	BATD-0000								710.00	710.00
	$2.50/D					2.50				
24	DRL3-0000								96.00	96.00
	$4.00/D					4.00				
24	DRT3-0000								96.00	96.00
	$4.00/D					4.00				
24	DSC3-0000								96.00	96.00
	$4.00/D					4.00				
48	VKRF-0000								192.00	192.00
	$4.00/D					4.00				
80	BADN-0000								240.00	240.00
	$3.00/D					3.00				
220	VPLA-0000								660.00	660.00
	$3.00/D					3.00				
24	DGDT-0000								216.00	216.00
	$9.00/D					9.00				

Office Hours:
M-F 7:30am - 5:00pm
Closed For Lunch 12pm - 1pm
Closed Sat. & Sun.

RENT	6626.00
SALES	0.00
OTHER	552.50
DW/FEES	596.34
SMM TAX	36.00
SALES TAX	548.90
USE TAX	0.00
TOTAL DUE	8359.74
	0.00
AMT BILLED	8359.74

WWW.A1BARRICADEANDSIGN.COM >OFFICE@A1BARRICADEANDSIGN.COM
WE ARE NOW A CERTIFIED UDBE/MINORITY OWNED COMPANY #6100
"AN EQUAL OPPORTUNITY EMPLOYER"

11/14/25 14:26:27

A-1 BARRICADE & SIGN, INC.

REMIT TO: 201 COLORADO AVE. PUEBLO, CO 81004
719-543-1353 FAX-719-543-6244

RENTED TO	JOB LOCATION	TICKET #
RUSS GRADING & EXCAVATING 1010 S READING ST PUEBLO CO 81001	EMERGENCY PUEBLO BLVD & ASTER PUEBLO CO	Con# 137851 Loc 200

DL/ID #	DOBth	MISC	PHONE		DATE	TIME
CA28678			W (719) 369-9781	OUT	11/03/25	7:00 AM CT
ID#3	PO/JOB #	RECEIVED BY		RETURNED	11/14/25	2:00 PM CT

FINAL

Charge for 1.00 Day(s)

QTY	ITEM#		MIN	HOURLY	OVNITE	8-HOUR	DAY	WEEK	4 WEEK	EXT AMT	NET AMT
240	BATM-0000	BARR.TUBULAR MARKERS 42"								720.00	720.00
	$3.00/D						3.00				
24	DCH2-0000	BARR.VERT.CHEV.(DG)N/L								96.00	96.00
	$4.00/D						4.00				
1512	BACC-0000	BARR.CROWD CONTROL PER FT								1512.00	1512.00
	$1.00/D						1.00				
		EACH SECTION IS CHARGED PER LIN. FEET. APPX 9' EA									
1	ABSO-0018	ARROW PANEL,#18SOLAR								1800.00	1800.00
5	LBTS	LABOR, TCS PER HOUR							85.00	425.00	425.00
1	LBTC	LABOR, TCS PER HOUR OT							127.50	127.50	127.50

----- Payments ------

FORCE CHARGE 8359.74 11/14/25

Office Hours:
M-F 7:30am - 5:00pm
Closed For Lunch 12pm - 1pm
Closed Sat. & Sun.

RENT	6626.00
SALES	0.00
OTHER	552.50
DW/FEES	596.34
SMM TAX	36.00
SALES TAX	548.90
USE TAX	0.00
TOTAL DUE	8359.74
	0.00
AMT BILLED	8359.74

WWW.A1BARRICADEANDSIGN.COM >OFFICE@A1BARRICADEANDSIGN.COM
WE ARE NOW A CERTIFIED UDBE/MINORITY OWNED COMPANY #6100
"AN EQUAL OPPORTUNITY EMPLOYER"

11/14/25 14:26:27

TONY J. BELTRAMO & SONS, INC.

1541 Stockyard Rd
Pueblo, CO 81001
719-544-4744
Fax 719-544-0247

November 14, 2025

Russ Grading & Excavating
Attn: Bailey Russ

Invoice

RE: Pueblo Blvd & Aster – Milling & Paving

4,050 SF	2" Mill & Asphalt Overlay	@	$/6.70SF	=	$ 27,135.00
1 EA	Mobilization	@	$2,700.00/EA	=	$ 2,700.00

Total Amount Due: $29,835.00

Yours truly,
TONY J. BELTRAMO & SONS, INC.

87 N Mission Dr, Pueblo CO, 81007

(719) 647 0463

DATE:

11/5/2025

Invoice # 241186 **PAYMENT DUE:** 12/5/2025

BILL TO:

Russ Grading and Excavating LLC
1010 S Reading Ave
Pueblo, CO 81001
(719) 369 9781
office.rgx@gmail.com

PROJECT:

CLSM
Aster & Pueblo Blvd
Pueblo, CO

105

5057

DESCRIPTION		QUANTITY	PRICE	TOTAL
MIX:	PC215CLSM	5.85	$185	$1,082.25
	N/A		0	$0.00
				$1,082.25
SURCHARGES				
FUEL CHARGE	ZONE 1	1	$30	$30.00
	N/A			$0.00
	N/A			$0.00
	N/A			$0.00
Taxes				
State	Colorado		2.9%	$31.39
County	Pueblo County Sales Tax		1%	$10.82
City	Pueblo Sales Tax		3.7%	$40.04
Other	Excempt		0	$0.00
Card	**Credit Card Fee**		3.6%	$43.00
			TOTAL DUE:	**$1,237.50**

PAID

ent/ 11/7
pmt/ 11/26
ent/ 12/4

PAYMENT TERMS AND CONDITIONS

Payment due within 30 days of delivery date.

CHARGE OF $85/HR WILL BE APPLIED AFTER 15 MIN/YARD OF DELIVERED CONCRETE.

HOT WATER CHARGE OF $5/YD APPLIED ON ALL CONCRETE WHILE AMBIENT TEMPERATURE 55 DEGREES OR LOWER.

CANCELLATION FEE OF $125 WILL BE APPLIED IF LESS THAN 1 HOUR NOTICE IS GIVEN.

SEE ATTACHED "TERMS AND CONDITIONS OF SALE" FOR FURTHER INFORMATION.

DANE BUNCH
NRMCA CONCRETE TECHNOLOGIST LEVEL 3
PATE CONSTRUCTION CO. INC
(719) 733 7033

Russ Trucking

24975 South Road • Pueblo, CO 81006

(719) 696-2532

BILL TO: RGX

DESCRIPTION: Aster & pub blvd

TRUCK NO. TD#1 TRAILER NO. DATE: 11/3/25

LOAD TIME	MATERIAL	TICKET NO.	NET WEIGHT
9:15	C6		15.25
12:00	C6		15.11

AUTHORIZED SIGNATURE _____

EQUIP HRS. _____

EMPLOYEE SIGNATURE _____

EMPLOYEE HRS. _____

START TIME: _____

END TIME: _____

Docusign Envelope ID: E0488733-D948-4851-ABCA-6BF36B399438

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: December 22, 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 APPROVING AMENDMENT NO. 4 TO THE AGREEMENT FOR PROFESSIONAL ARCHITECTURAL SERVICES BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND DEMMON DESIGN SERVICES, INC, A REGISTERED COLORADO CORPORATION, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

This Resolution approves Contract Amendment No. 4 to the Agreement for Professional Architectural Services awarded to Demmon Design Studios, Inc. for Project No. 24-088, Architectural Design Services for 650 Dittmer Avenue.

PREVIOUS COUNCIL ACTION:

Ordinance 10744, dated July 22, 2024, established Project Account CI2443 - Admin Offices Relocation Project, transferred, budgeted and appropriated $2,000,000.00 from Project Account CI2426 - City Council and Department Relocation Project, approved and authorized the Mayor to execute a contract to buy and sell real estate by and between the City of Pueblo and CK Investments for the purchase of property at 650 Dittmer Avenue.

Resolution 15825, dated November 25, 2024, awarded an agreement for professional architectural services in the amount of $80,134.00 to Demmon Design Services, Inc., for Project No. 24-088 Architectural Design Services for 650 Dittmer Avenue.

Resolution 15939 dated March 24, 2025, approved Amendment No.1 to the agreement for professional architectural services.

BACKGROUND:

The City of Pueblo purchased the previously medical facility at 650 Dittmer Avenue to house the Law Department, HR Department and six (6) members of the Parks and

Docusign Envelope ID: E0488733-D948-4851-ABCA-6BF36B399438

Recreation staff. Demmon Design Studios was awarded a design contract to renovate all three (3) floors of the building for offices. Since that time, the City has begun the process of purchasing the PBR Building at 101 Riverwalk. The Dittmer Building is anticipated to be used for the Recreation staff and a medical clinic for City employees.

The first amendment reduced the scope of work on the Dittmer building by only renovating the 2nd floor for the Recreation Staff, and added the design of renovations to the Riverwalk and Public Works Engineering buildings.

The second and third amendments, totaling $7,745.00, approved by the Purchasing Director because they were under the 10% threshold, included the design of the grease duct, electrical and gas lines to AHU-2 and conversion of room #328 to a lactation room.

The fourth amendment, totaling $3,600.00, includes demolition drawings, mechanical design for replacement of ductwork, and code requirement corrections for the shaft ductwork replacement.

FINANCIAL IMPLICATIONS:

Additional funding in the amount of $3,600.00 will be paid from Project Account CI2443, Admin Office Relocation Project.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this Resolution will result in the cancelation of additional services.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 24-088 Demmon Design Amendment 4

Docusign Envelope ID: E0488733-D948-4851-ABCA-6BF36B399438

RESOLUTION NO. 16198

A RESOLUTION APPROVING AMENDMENT NO. 4 TO THE AGREEMENT FOR PROFESSIONAL ARCHITECTURAL SERVICES BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND DEMMON DESIGN SERVICES, INC, A REGISTERED COLORADO CORPORATION, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, an Agreement for Professional Engineering Services was awarded to Demmon Design Services, Inc., on November 25, 2024, and,

WHEREAS, the City of Pueblo and Demmon Design Services, Inc., desire to amend the Agreement to modify the original scope of service and to provide for additional services; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Amendment No. 4 to the Agreement for Professional Architectural Services for Project No. 24-088 Architectural Design Services for 650 Dittmer Avenue, by and between the City of Pueblo, a Colorado Municipal Corporation, and Demmon Design Services, Inc, a Registered Colorado Corporation, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved, and City Council authorizes the amended and additional work contemplated by the Amendment to be performed.

SECTION 2.

Additional funds in the amount of $3,600.00 required by such amendment shall be paid from Project Account CI2443 – Admin Offices Relocation Projects.

SECTION 3.

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

SECTION 4.

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

Docusign Envelope ID: E0488733-D948-4851-ABCA-6BF36B399438

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: December 22, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

ATTESTED BY: Signed by: Vincent Petkosek 330F90D300E24F8...
DEPUTY CITY CLERK

AMENDMENT NO. 4 TO THE PROFESSIONAL ARCHITECTURAL SERVICES AGREEMENT BY AND BETWEEN CITY OF PUEBLO AND DEMMON DESIGN STUDIOS, INC.

1. INTRODUCTION

This Amendment No. 4 to the Professional Architectural Services Agreement ("Amendment") is executed to be effective as of the _____ day of _____, 20____, by and between the City of Pueblo, a Colorado Municipal Corporation ("City") and Demmon Design Studios Inc., a Colorado Corporation ("Consultant"). City and Consultant are sometimes referred to herein as a "Party" and collectively, as the "Parties."

2. PROJECT STATEMENT

WITNESSETH THAT:

WHEREAS, City and Consultant entered into that certain Professional Architectural Services Agreement dated December 2, 2024 for Bid 24-088 Architectural Design Services for 650 Dittmer Avenue (the "Agreement"), Amendment No. 1 dated March 31, 2025, Amendment No. 2 dated June 26, 2025, and Amendment No. 3 dated September 18, 2025;

WHEREAS, City and Consultant desire to amend the Agreement pursuant to the provisions set forth herein;

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

3. AGREEMENT

A. The Agreement is amended by expanding the scope of service to include the following additional services for the PBR Building located on the Pueblo Riverwalk ("Riverwalk building"):

   1. Consultant shall provide demolition drawings, mechanical design for replacement of ductwork, and code requirement corrections for the shaft ductwork replacement as identified in Attachment A.

   2. Attachment A to this Amendment No. 4 shall be additional work as agreed upon by Consultant and City, and Consultant shall complete the work items as generally described in said Attachment A in accordance with the terms of the Agreement and any and all prior amendments thereto.

B. With respect to services provided under the Amendment No. 4, the fee schedule attached as Attachment B to this Amendment No. 4 shall apply to compensation payable to Consultant. The aggregate compensation payable to the Consultant for performance of the additional services authorized by this Amendment No. 4 shall not exceed the maximum amount of $3,600.00 as set forth in the Attachment B and notwithstanding whether the service is billed as Time and Material.

   1. The compensation payable to the Consultant by this Amendment No. 4 shall be billed at the amounts set forth in the Attachment B.

   2. City must respond in writing with written approval prior to Consultant beginning work.

C. Consultant shall commence and complete each major work item according to a work schedule to be determined by City and Consultant and agreed upon by all parties. Consultant will not be responsible for delays beyond Consultant's control.

D. This Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

E. Except as expressly modified by this Amendment No. 4, the Agreement shall remain in full force and effect. Except as modified by this Amendment No. 4, any obligations to be performed under the Agreement by either party are not waived nor excused in any manner but shall be performed in accordance with the terms and conditions of the Agreement as it existed prior to this Amendment No. 4.

F. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document with the same effect as if all Parties had signed the same original. The Parties further agree that transmission of this Amendment by any electronic format, telecopy or via email in a PDF format, shall be deemed transmission of the original Amendment for all purposes. Electronic signatures shall be deemed valid and binding to the same extent as the original.

(Continue to following page for Signature Section)

4. SIGNATURE SECTION

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

CITY OF PUEBLO, A MUNICIPAL CORPORATION

By_____
Naomi Hedden, Director of Purchasing

Attest_____
Marisa Stoller, City Clerk

[SEAL]

DEMMON DESIGN STUDIOS, INC.

By_____
Craig Demmon, President

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

_____
Danny Nunn, Director of Finance

APPROVED AS TO FORM
DEPARTMENT OF LAW

_____
Robert Jagger, Deputy City Attorney

Attachments: Attachments A - B and Additional Information for Amendment

Attachment A

Scope of Service

Excerpt from Consultant Proposal dated November 19, 2025, Page 1

RE: **PBR Riverwalk Building** – Scope Addition for Shaft Ductwork Replacement.
Project #2216.1

The following is our service proposal to design and document the replacement ductwork system in the building's west shaft.

INCLUSIONS:

1. **Construction Documents and Specifications.** Add scope to include the following:
    a. Demolition drawings to define the removal of the currently inadequate and/or failed duct work and related components.
    b. Mechanical Design for replacement ductwork and related components in the existing shaft. New interior shaft components shall be shown to connect to the existing construction components outside of the existing shaft.
    c. Indication of visible and known Code Requirement corrections needed for the Mechanical systems in the existing shaft.

EXCLUSIONS:

1. Structural or Electrical Engineering.

Attachment B

Fee Schedule

Excerpt from Consultant Proposal dated Nobember 19, 2025, Page 1

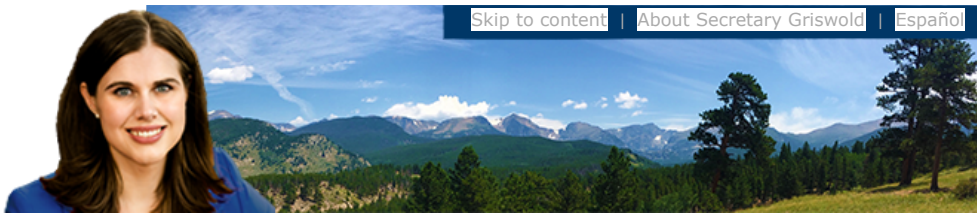
COMPENSATION:
Pricing Proposal for this amendment #4.

Riverwalk Building	$3,600

Additional Information for Amendment

Certificate of Good Standing

Insurance Certificate(s)



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	Demmon Design Studios Inc.		
Status	Good Standing	**Formation date**	09/04/2008
ID number	20081472892	**Form**	Corporation
Periodic report month	September	**Jurisdiction**	Colorado
Principal office street address	999 Vallejo St. #1A, Denver, CO 80204, US		
Principal office mailing address	999 Vallejo St. #1A, Denver, CO 80204, US		

Registered Agent	
Name	CRAIG ALLEN DEMMON
Street address	1744 Vine St, Denver, CO 80206, US
Mailing address	1744 Vine St, Denver, CO 80206, US

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

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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,

Demmon Design Studios Inc.

is a

Corporation

formed or registered on 09/04/2008 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 20081472892 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 12/01/2025 that have been posted, and by documents delivered to this office electronically through 12/03/2025 @ 09:06:52 .

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 12/03/2025 @ 09:06:52 in accordance with applicable law. This certificate is assigned Confirmation Number 17946376 .

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."

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/04/2025

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: Maribeth Sugg	
Assurance Risk Managers, Inc. 10651 East Bethany Drive Suite 300 Aurora CO 80014-2688	PHONE (A/C, No, Ext): (303) 454-9562	FAX (A/C, No): (303) 454-9564
	E-MAIL ADDRESS: maribeth.sugg@arm-i.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Hiscox Insurance Co	10200
INSURED Demmon Design Studios Inc 999 Vallejo St #1A Denver CO 80204-3802	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 25-26 GL HNO EO **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: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y		P104.981.156.1	06/14/2025	06/14/2026	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y		P104.981.156.1	06/14/2025	06/14/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							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 Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (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	$
A	Professional Liability Claims Made Policy			P104.981.157.1	06/14/2025	06/14/2026	Each Claim	1,000,000
							Aggregate	1,000,000

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

Project: 24-088 ArchitecturalDesign Services for 650 Dittmer Avenue. Certificate holder, its agents/officers and employees are additional insured when required by written contract.

CERTIFICATE HOLDER

The 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

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Use this form to certify sole proprietor and exempt for Worker's Compensation requirement for City of Pueblo agreements, bids, and contracts.

From: Company Name: Demmon Designs Studios, Inc.

Name/Title of Authorized Signer for Company: Craig A Demmon

Company Address: 999 Vallejo St, #1A

Company City, State, Zip: Denver, CO 80204

Date: 11/27/2024

To: City of Pueblo
Attn: Purchasing Department
230 S Mechanic Street
Pueblo, CO 81003

Re: Waiver of Worker's Compensation
Bid No. and Name: 24-088 Architectural Services for 650 Dittmer Ave

To Whom It May Concern:

I, Craig A Demmon, President [Owner Name], as owner and sole proprietor of Demmon Design Studios, Inc. [Company Name] affirm that I currently do not have any employees on my payroll and that I will be the only person working on this project. I also affirm that should this change and I do employ workers for pay at any time that I am working on a project for the City of Pueblo, I will immediately obtain and provide proof of Worker's Compensation coverage.

I hereby indemnify and hold harmless the City of Pueblo, their Council members, officers, agents, employees, and any other person or entities acting on behalf of, and the successors and assigns for any and all of the aforementioned persons and entities, against any and all claims, demands, and causes of action whatsoever, whether presently known or unknown, of any person, including myself, who suffers any injury, disability, death or other harm, to person or property or both, as a result of my current award/ agreement/contract with the City of Pueblo on the above mentioned bid project.

Sincerely,

[Signature - must match Name/Title above]

Notary: Subscribed and sworn this 27th day of November, 2024

Signature of Notary: Landon Misustin

In and for ~~Craig Demmon~~ Jefferson County and State of Colorado

My commission expires: 09-26-2026

LANDON MISUSTIN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20224037640
MY COMMISSION EXPIRES 09/26/2026

Docusign Envelope ID: E0488733-D948-4851-ABCA-6BF36B399438

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: December 22, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Marisa Stoller, City Clerk

SUBJECT: A RESOLUTION APPROVING AND ACCEPTING THE CANVASS AND ABSTRACT OF VOTES CAST AT THE REGULAR MUNICIPAL ELECTION HELD ON NOVEMBER 4, 2025 AS PART OF A COORDINATED ELECTION WITH PUEBLO COUNTY

SUMMARY:

This Resolution accepts and approves the Abstract of Votes cast at the Regular Municipal Election dated November 4, 2025 as prepared by the City Clerk.

PREVIOUS COUNCIL ACTION:

Pursuant to Section 5-1-119(1) of the Municipal Code, an Abstract of Votes is prepared by the City Clerk and Approved by the Board of Elections following each Regular or Special Municipal Election.

BACKGROUND:

Pursuant to Section 5-1-115 of the Pueblo Municipal Code, on Tuesday, November 25, 2025, the City Clerk met with the Pueblo County Clerk and Recorder as part of the 2025 Regular Election Board of Canvassers of the Election Returns. Following the Canvassing, Candace Rivera, Pueblo County Clerk and Recorder, issued the Official Abstract of Votes signed by each member of the Canvassing Board, which will be submitted to the Secretary of State.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The Board of Elections has reviewed the Abstract of Votes as prepared by the City Clerk and has approved the Abstract by Board Resolution.

Docusign Envelope ID: E0488733-D948-4851-ABCA-6BF36B399438

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

None.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. Election Board Resolution
2. Abstract

Docusign Envelope ID: E0488733-D948-4851-ABCA-6BF36B399438

RESOLUTION NO. 16199

A RESOLUTION APPROVING AND ACCEPTING THE CANVASS AND ABSTRACT OF VOTES CAST AT THE REGULAR MUNICIPAL ELECTION HELD ON NOVEMBER 4, 2025 AS PART OF A COORDINATED ELECTION WITH PUEBLO COUNTY

WHEREAS, the Canvassing for the Regular Municipal Election held on November 25, 2025 as part of a Coordinated Election with Pueblo County, has been completed; and

WHEREAS, the Board of Elections has unanimously passed and approved a Board Resolution certifying the votes and declaring the results of voting at said Regular Municipal Election as official; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The Resolution of the Board of Elections certifying the votes and declaring the results at said Regular Municipal Election as official, a copy of which is attached hereto, is hereby approved; and the designation of results therein contained are hereby accepted and adopted.

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 to effectuate the policies and procedures described herein.

SECTION 3.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: December 22, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

ATTESTED BY: Signed by: Vincent Petkosek 330F90D300E24F8...
DEPUTY CITY CLERK

city of PUEBLO colorado

OFFICE OF THE CITY CLERK

RESOLUTION 2025-3 BY THE BOARD OF ELECTIONS

A RESOLUTION CERTIFYING THE VOTES AND DECLARING THE RESULTS OF VOTING AT THE REGULAR MUNICIPAL ELECTION HELD ON NOVEMBER 4, 2025 AS PART OF A COORDINATED ELECTION (OFFICIAL SURVEY OF RETURNS)

WHEREAS, Pursuant to Section 5-1-115 of the Pueblo Municipal Code; the Canvassing Board of Elections met on December 4, 2025 as part of the Canvassing Board for the Regular Municipal Election, conducted as a Coordinated Election in the City and County of Pueblo, and;

WHEREAS, the Board of Elections proceeded to Canvass the votes cast at said Regular Municipal Election and make an abstract thereof; NOW THEREFORE, BE IT RESOLVED BY THE PUEBLO BOARD OF ELECTIONS that:

SECTION 1:

The following votes are certified by a vote of 3-0:

CITY COUNCIL MEMBER-AT-LARGE
4-Year Term Expiring December 31, 2029

• Regina Maestri	5,589	12.14%
• Colleen Grahek-Clark	5,219	11.34%
• Brett Boston	8,116	17.63%
• Evans Auden Gonzalez Garcia	4,397	9.55%
• Tom Croshal	5,244	11.39%
• Nathan Harper	5,843	12.69%
• Selena Ruiz Gomez	11,632	25.26%

CITY COUNCIL MEMBER – DISTRICT 1
4-Year Term Expiring December 31, 2029

• Tiffany Estrada	1,394	22.66%
• Kassidy Hall	1,943	31.58%
• Dianne Danti	2,014	32.73%
• Elvis R. Martinez	802	13.03%

CITY COUNCIL MEMBER – DISTRICT 3
4-Year Term Expiring December 31, 2029

• Joseph Perko	3,914	45.53%
• Ted Hernandez	4,682	54.47%

MEMBER PUEBLO BOARD OF WATER WORKS
6-Year Term Expiring December 31, 2031

• Michael A. Cafasso	12,568	29.42%
• Chris Woodka	12,652	29.61%
• Philip J. Reynolds IV	8,865	20.75%
• Dave DeCenzo	8,640	20.22%

CIVIL SERVICE COMMISSIONER
6-Year Term Expiring December 31, 2031

• Erick B. Javaneau	10,220	44.67%
• Steven Rodriguez	12,657	55.33%

SECTION 2:

The following individuals, having received the greatest number of votes, are hereby declared elected to the office set opposite their respective names for terms beginning on January 1, 2026:

Brett Boston	At-Large
Selena Ruiz Gomez	At-Large
Dianne Danti	District 1
Ted Hernandez	District 3
Michael A. Cafasso	Member, Board of Water Works
Chris Woodka	Member, Board of Water Works
Steven Rodriguez	Civil Service Commissioner

SECTION 3:

The following votes are unanimously certified:

BALLOT QUESTION NO. 2A

CITY OF PUEBLO SALES AND USE TAX INCREASE FOR THE GENERAL FUND

FOR THE ORDINANCE	4,967	19.06%
AGAINST THE ORDINANCE	21,099	80.94%

BALLOT QUESTION NO. 2B

EXTENSION OF THE ONE-HALF CENT SALES TAX FOR ECONOMIC DEVELOPMENT

FOR THE ORDINANCE	14,848	56.88%
AGAINST THE ORDINANCE	11,257	43.12%

BALLOT QUESTION NO. 2C

Charter Amendment – Change Form of Government to Council-Manager

For the Ordinance	8,303	31.83%
Against the Ordinance	17,780	68.17%

BALLOT QUESTION NO. 2D

Charter Amendment – Require Binding Interest Arbitration instead of vote of the people for the other Classified Employee Bargaining Unit

For the Ordinance	11,036	44.02%
Against the Ordinance	14,034	55.98%

BALLOT QUESTION NO. 2E

Charter Amendment – Municipal Officer Salary Increase

For the Ordinance	6,588	25.70%
Against the Ordinance	19,048	74.30%

BALLOT QUESTION NO. 2F

Charter Amendment – Making it easier for City Employees to run for Public Office

For the Ordinance	13,187	51.62%
Against the Ordinance	12,358	48.38%

SECTION 4:

Question 2A: The greatest number of votes cast was "AGAINST THE ORDINANCE" therefore, **QUESTION 2A FAILED**

Question 2B: The greatest number of votes cast was "FOR THE ORDINANCE" therefore, **QUESTION 2A PASSED**

Question 2C: The greatest number of votes cast was "AGAINST THE ORDINANCE" therefore, **QUESTION 2A FAILED**

Question 2D: The greatest number of votes cast was "AGAINST THE ORDINANCE" therefore, **QUESTION 2A FAILED**

Question 2E: The greatest number of votes cast was "AGAINST THE ORDINANCE" therefore, **QUESTION 2A FAILED**

Question 2F: The greatest number of votes cast was "FOR THE ORDINANCE" therefore, **QUESTION 2A PASSED**

SECTION 5:

The statements from the abstract of votes prepared by the City Clerk is hereby approved and each member of the Board of Elections shall affix his or her signature thereto, certifying same to be correct and shall endorse and subscribe on such statements their certification of determination required by Section 5-1-119(1) of the Pueblo Municipal Code, as amended.

Adopted this 4th day of December 2025.

BOARD OF ELECTIONS:

Alvin Rivera, Member

Robert Childers, Member

Marisa Stoller, Member and City Clerk

ATTEST:

H.G. Gifford, Deputy City Attorney

REGULAR CITY ELECTION

TOTAL FOR
DISTRICTS 1, 2, 3, 4
BALLOTS CAST 26,612

NOVEMBER 4, 2025

COUNCIL MEMBER AT LARGE (TWO TO BE ELECTED) (Four-Year Terms)							COUNCIL MEMBER DISTRICT 1 (ONE TO BE ELECTED) (Four-Year Term)				COUNCIL MEMBER DISTRICT 3 (ONE TO BE ELECTED) (Four-Year Term)		BOARD OF WATER WORKS (TWO TO BE ELECTED) (Six-Year Terms)				CIVIL SERVICE (ONE TO BE ELECTED) (Six-Year Term)	
Regina Maestri	Colleen Grahek-Clark	**Brett Boston**	Evans Auden Gonzalez Garcia	Tom Croshal	Nathan Harper	**Selena Ruiz Gomez**	Tiffany Estrada	Kassidy Hall	**Dianne Danti**	Elvis R. Martinez	Joseph Perko	**Ted Hernandez**	**Michael A. Cafasso**	**Chris Woodka**	Philip J. Reynolds IV	Dave DeCenzo	Erick V. Javaneau	**Steven Rodriguez**
5,589	5,219	8,116	4,397	5,244	5,843	11,632	1,394	1,943	2,014	802	3,914	4,682	12,568	12,652	8,865	8,640	10,220	12,657

WE, THE UNDERSIGNED OFFICIALS OF THE CITY OF PUEBLO, COLORADO, CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT CANVASS AND ABSTRACT OF THE VOTE CAST AT THE REGULAR MUNICIPAL ELECTION HELD ON NOVEMBER 4, 2025 AS PART OF THE COORDINATED ELECTION.

ELECTION BOARD MEMBER

ELECTION BOARD MEMBER

ELECTION BOARD MEMBER

ATTEST: H.G. Gaford

REGULAR CITY ELECTION

TOTAL FOR
DISTRICTS 1, 2, 3, 4
BALLOTS CAST 26,612

NOVEMBER 4, 2025

ISSUE NO. 2A CITY OF PUEBLO SALES AND USE TAX INCREASE FOR THE GENERAL FUND		ISSUE NO. 2B EXTENSION OF THE ONE-HALF CENT SALES TAX FOR ECONOMIC DEVELOPMENT		ISSUE NO. 2C Charter Amendment – Change Form of Government to Council-Manager		ISSUE NO. 2D Charter Amendment – Require Binding Interest Arbitration instead of vote of the people for the other Classified Employee Bargaining Unit		ISSUE NO. 2E Charter Amendment – Municipal Officer Salary Increase		ISSUE NO. 2F Charter Amendment – Making it easier for City Employees to run for Public Office	
Yes/For	**No/Against**	**Yes/For**	No/Against	Yes/For	**No/Against**	Yes/For	**No/Against**	Yes/For	**No/Against**	**Yes/For**	No/Against
4,967	21,099	14,848	11,257	8,303	17,780	11,036	14,034	6,588	19,048	13,187	12,358

WE, THE UNDERSIGNED OFFICIALS OF THE CITY OF PUEBLO, COLORADO, CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT CANVASS AND ABSTRACT OF THE VOTE CAST AT THE REGULAR MUNICIPAL ELECTION HELD ON NOVEMBER 4, 2025 AS PART OF THE COORDINATED ELECTION.

ELECTION BOARD MEMBER

ELECTION BOARD MEMBER

ELECTION BOARD MEMBER

ATTEST: H.G. Gifford

Docusign Envelope ID: E0488733-D948-4851-ABCA-6BF36B399438

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: December 22, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Marisa Stoller, City Clerk

SUBJECT: A RESOLUTION APPROVING AND ACCEPTING THE CANVASS AND ABSTRACT OF VOTES CAST AT THE SPECIAL MUNICIPAL ELECTION HELD ON MAY 6, 2025 AS PART OF A COORDINATED ELECTION WITH PUEBLO COUNTY

SUMMARY:

This Resolution accepts and approves the Abstract of Votes cast at the Special Municipal Election dated May 6, 2025 as prepared by the City Clerk.

PREVIOUS COUNCIL ACTION:

Pursuant to Section 5-1-119(1) of the Municipal Code, an Abstract of Votes is prepared by the City Clerk and Approved by the Board of Elections following each Regular or Special Municipal Election.

BACKGROUND:

Pursuant to Section 5-1-115 of the Pueblo Municipal Code, on Tuesday, May 20, 2025, the City Clerk met with the Pueblo County Clerk and Recorder as part of the 2025 Special Election Board of Canvassers of the Election Returns. Following the Canvassing, Candace Rivera, Pueblo County Clerk and Recorder, issued the Official Abstract of Votes signed by each member of the Canvassing Board, which will be submitted to the Secretary of State.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The Board of Elections has reviewed the Abstract of Votes as prepared by the City Clerk and has approved the Abstract by Board Resolution.

Docusign Envelope ID: E0488733-D948-4851-ABCA-6BF36B399438

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

None.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. Election Board Resolution
2. Abstract

Docusign Envelope ID: E0488733-D948-4851-ABCA-6BF36B399438

RESOLUTION NO. 16200

A RESOLUTION APPROVING AND ACCEPTING THE CANVASS AND ABSTRACT OF VOTES CAST AT THE SPECIAL MUNICIPAL ELECTION HELD ON MAY 6, 2025 AS PART OF A COORDINATED ELECTION WITH PUEBLO COUNTY

WHEREAS, the Canvassing for the Regular Municipal Election held on May 20, 2025 as part of a Coordinated Election with Pueblo County, has been completed; and

WHEREAS, the Board of Elections has unanimously passed and approved a Board Resolution certifying the votes and declaring the results of voting at said Regular Municipal Election as official; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The Resolution of the Board of Elections certifying the votes and declaring the results at said Regular Municipal Election as official, a copy of which is attached hereto, is hereby approved; and the designation of results therein contained are hereby accepted and adopted.

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 to effectuate the policies and procedures described herein.

SECTION 3.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: December 22, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

ATTESTED BY: Signed by: Vincent Petkosek 330F90D300E24F8...
DEPUTY CITY CLERK

city of PUEBLO colorado

OFFICE OF THE CITY CLERK

RESOLUTION BY THE BOARD OF ELECTIONS

A RESOLUTION CERTIFYING THE VOTES AND DECLARING THE RESULTS OF VOTING AT THE SPECIAL MUNICIPAL ELECTION HELD ON MAY 6, 2025 AS PART OF A COORDINATED ELECTION (OFFICIAL SURVEY OF RETURNS)

WHEREAS, Pursuant to Section 5-1-115 of the Pueblo Municipal Code; the Canvassing Board of Elections met on December 4, 2025 as part of the Canvassing Board for the Special Municipal Election, conducted as a Coordinated Election in the City and County of Pueblo, and;

WHEREAS, the Board of Elections proceeded to Canvass the votes cast at said Special Municipal Election and make an abstract thereof; NOW THEREFORE, BE IT RESOLVED BY THE PUEBLO BOARD OF ELECTIONS that:

SECTION 1:

The following votes are unanimously certified:

BALLOT QUESTION NO. 2A

Cancelation of Franchise Agreement with Black Hills Colorado Electric, LLC dba Black Hills Energy

For the Ordinance	4,580	22.16%
Against the Ordinance	16,087	77.84%

SECTION 2:

Question 2A: The greatest number of votes cast was "Against the Ordinance" therefore, **QUESTION 2A FAILED**

SECTION 3:

The statements from the abstract of votes prepared by the City Clerk is hereby approved and each member of the Board of Elections shall affix his or her signature thereto, certifying same to be correct and shall endorse and subscribe on such statements their certification of determination required by Section 5-1-119(1) of the Pueblo Municipal Code, as amended.

Adopted this 4th day of December 2025.

BOARD OF ELECTIONS:

Alvin Rivera, Member

Robert Childers, Member

Marisa Stoller, Member and City Clerk

ATTEST:

H.G. Gifford

SPECIAL CITY ELECTION

TOTAL FOR
DISTRICTS 1, 2, 3, 4
BALLOTS CAST 20,684

MAY 6, 2025

ISSUE NO. 2A Cancelation of Franchise Agreement with Black Hills Colorado Electric, LLC dba Black Hills Energy	
Yes/For	**No/Against**
4,580	**16,087**

WE, THE UNDERSIGNED OFFICIALS OF THE CITY OF PUEBLO, COLORADO, CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT CANVASS AND ABSTRACT OF THE VOTE CAST AT THE SPECIAL MUNICIPAL ELECTION HELD ON MAY 6, 2025 AS PART OF THE COORDINATED ELECTION.

ELECTION BOARD MEMBER

ELECTION BOARD MEMBER

ELECTION BOARD MEMBER

ATTEST H.G. Gifford

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Background Paper for Proposed Resolution

COUNCIL MEETING DATE: December 22, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Mark Guerro, Director Regional Building Department
Chad Wolgram, Pueblo Department of Public Health and Environment

SUBJECT: A RESOLUTION OPTING OUT OF HOUSE BILL 24-1363 CONCERNING MEASURES TO PROMOTE THE USE OF GRAYWATER

SUMMARY:

Attached is a Resolution resolving to opt-out of HB 24-1363 concerning measures to promote the use of graywater.

PREVIOUS COUNCIL ACTION:

Prior to HB 24-1363 City had to opt-in for the measures to promote the use of graywater. This new legislation requires governments to opt-out of the measures. City has traditionally sided on the opt-out option by not taking any measures to opt-in.

BACKGROUND:

In November of 2024 the Colorado Legislature approved House Bill 24-1362, which will take effect on January 1, 2026. HB 24-1362 is regarding measures to promote the use of gray water in the State of Colorado. This house bill allows residents in the State of Colorado to install graywater treatment systems for their homes or businesses in new construction projects. This house bill reverses an earlier version of a similar house bill that gave local governing bodies the opportunity to “opt into” allowing graywater systems in their jurisdictions. HB 24-1362 allows graywater systems by default unless the County Commissioners or local governing bodies “opt out” of allowing graywater treatment systems by adopting a resolution to prohibit the use of graywater systems within their jurisdictions. The Pueblo Department of Public Health and Environment has met with representatives of local agencies, water systems, and wastewater treatment systems regarding this house bill according to 30-11-107 (1)(kk)(I) CRS to provide a recommendation to the elected officials of the County and City of Pueblo regarding graywater use in their respective jurisdictions. The local jurisdictions may adopt a resolution to prohibit the use of all graywater or prohibit one or more categories of

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graywater uses established by the Colorado Water Quality Control Commission adopted pursuant to Section 25-8-205(1)(g) CRS.

FINANCIAL IMPLICATIONS:

If City opts-out there is no financial implication. If we opt-in that there could be significant financial implications. If Pueblo County opts-out and City opts-in it will be a higher financial burden to City including an agency to inspect outside the house (outside of what Regional Building inspects) which City does not currently have.

BOARD/COMMISSION RECOMMENDATION:

The following entities have recommended opting out: Regional Building, Wastewater Department, Department of Health, Pueblo West Metro District (recommended by resolution) Public Works, and Board of Water Works. Pueblo County is currently contemplating a resolution to opt-out.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

The City may refuse to adopt this resolution and would be required to comply with the new law and create new systems for managing graywater.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. City and County Graywater Recommendations

Docusign Envelope ID: E0488733-D948-4851-ABCA-6BF36B399438

RESOLUTION NO. 16201

A RESOLUTION OPTING OUT OF HOUSE BILL 24-1363 CONCERNING MEASURES TO PROMOTE THE USE OF GRAYWATER

WHEREAS, the City does not possess the infrastructure to opt-in to the HB 24-1363 concerning measures to promote the use of graywater;

WHEREAS, the City has no plans currently to create said infrastructure concerning graywater;

WHEREAS, all entities impacted by this HB-24-1363 recommend opting out and City has traditionally opted out; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

City Council hereby resolves that City is opting out of HB 24-1363 and thus will not adopt any of the measures contained in that legislation.

SECTION 2.

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

SECTION 3.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: December 22, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

ATTESTED BY: Signed by: Vincent Petkosek 330F90D300E24F8...
DEPUTY CITY CLERK

Date: November 24, 2025

To: Pueblo City and County Elected Officials

From: Chad Wolgram, MPA
Director of Environmental Health

RE: **House Bill 24-1362 Concerning Measures to Promote the Use of Graywater**

Background

In November of 2024 the Colorado Legislature approved House Bill 24-1362, which will take effect on January 1, 2026. HB 24-1362 is regarding measures to promote the use of gray water in the State of Colorado. This house bill allows residents in the State of Colorado to install graywater treatment systems for their homes or businesses in new construction projects. This house bill reverses an earlier version of a similar house bill that gave local governing bodies the opportunity to "opt into" allowing graywater systems in their jurisdictions. HB 24-1362 allows graywater systems by default unless the County Commissioners or local governing bodies "opt out" of allowing graywater treatment systems by adopting a resolution to prohibit the use of graywater systems within their jurisdictions. The Pueblo Department of Public Health and Environment has met with representatives of local agencies, water systems, and wastewater treatment systems regarding this house bill according to 30-11-107 (1)(kk)(I) CRS to provide a recommendation to the elected officials of the County and City of Pueblo regarding graywater use in their respective jurisdictions. The local jurisdictions may adopt a resolution to prohibit the use of all graywater or prohibit one or more categories of graywater uses established by the Colorado Water Quality Control Commission adopted pursuant to Section 25-8-205(1)(g) CRS.

Definitions

In this bill, the term "graywater" is the portion of wastewater that, before being treated or combined with other wastewater, is collected from fixtures within residential, commercial or industrial buildings, or institutional facilities for the purpose of being put to beneficial uses. Sources of graywater are limited to discharges from bathroom and laundry rooms sinks, bathtubs, showers and laundry machines. Graywater does not include the wastewater from toilets, urinals, kitchen sinks, dishwashers, or nonlaundry utility sinks.

"Graywater treatment works" is defined as an arrangement of devices and structures used to: (a) collect graywater from within a building or a facility; and (b) treat, neutralize, or stabilize graywater within the same building or facility to the level necessary for its authorized uses.

Stakeholders

Pueblo Board of Water Works – Matt Trujillo, Alan Ward, John Norton, Joel Purfield
Pueblo West Metropolitan District – Jeffrey DeHerrera
St. Charles Mesa Water District – Patrick Farrell
Pueblo Regional Building – Mark Guerrero, Dan Jones, Drew Macaluso, Corry Bassett
Pueblo City Attorney's Office – Elizabeth Sexton Drake
Pueblo County Attorney's Office – Marci Day
City of Pueblo Wastewater Department – Andra Ahrens

HB 24-24-1362 Requirements

- 25-8-205.4 Statewide authorization of graywater use – local government notice required to opt out. Allows a person to install graywater treatment works and use graywater in accordance with the rules and regulations.
- A Board of County Commissioners or governing body of a municipality may adopt a resolution or an ordinance pursuant to Section 30-11-107(1)(kk) or 31-15-601 (1)(m) to prohibit the installation of graywater treatment works and prohibit the use of all graywater or prohibit certain categories of graywater use in the county or municipality.
- Unless a resolution or ordinance is adopted prohibiting the installation of graywater treatment works a person may install indoor graywater treatment works in new construction only.
- The Board of County Commissioners or the governing body of a local municipality must notify the Division of Administration within the Department of Public Health and Environment of any resolution adopted pursuant to CRS 30-11-107(1)(kk)(I).
- A City, City and County or County that has adopted an ordinance or resolution regarding the use of graywater pursuant to section 30-11-107(1)(KK) or 31-15-601(1)(m) **has exclusive enforcement authority** regarding compliance with the ordinance or resolution.
- A Board of County Commissioners or the governing body of a municipality that has not prohibited graywater use continues to be responsible for adopting building codes that prevent graywater from entering the potable water system and for reporting to the local water utility the planned installation of graywater systems that require backflow prevention and cross-connection control devices under the commission's rules for surveying and tracking such devices. Local building departments must provide addresses of graywater treatment works to each water utility serving that location.
- A board of county commissioners **THAT HAS NOT PROHIBITED ALL GRAYWATER USE PERSUANT TO 30-11-107(1)(kk)(I)** is encouraged to enter into a memorandum of understanding with the local board of health, local public health agencies, and any water and wastewater service providers serving the county concerning graywater usage and the proper installation and operation of graywater treatment works, as defined in section 25-8-103(8.4) CRS.

Stakeholder Concerns:

- Allowing the use of graywater in indoor plumbing creates and increases risks of cross contamination of graywater into potable water systems. Backflow prevention and cross-contamination devices (RPZ or RPPA device) must be installed properly and maintained to prevent these risks. This will require permitting, maintenance agreements and annual inspections to ensure they are functioning properly.
- Allowing graywater for landscape watering and storage for use will increase the potential for Illicit discharges and environmental contamination. This requires a holding tank, pump, diversion valves and subsurface discharge on landscaping on properties. This would require costly upgrades to home and the plumbing. The system must be installed properly and maintained. If the system is not properly installed or maintained the systems could overflow, discharge to the surface and flow of property. This would create illicit discharges and environmental contamination and potential public health hazards. This could also have a negative impact on properties with an on-site wastewater treatment system (OWTS/septic). Separating graywater from the wastewater stream would increase the strength of wastewater in the OWTS, reducing the system's treatment ability to break down and treat wastewater. These systems could also saturate ground where the current OWTS are located, causing failure of the system. Additionally, there is limited space on many properties where a subsurface discharge system can be installed.

- Retro-fitting plumbing in existing homes and purchasing the equipment for graywater treatment works and installations of systems can be very costly for property owners. There are also costs for the labor required to install these systems, the operation of treatment systems, maintenance of systems, and the replacement of filters. If properties with graywater treatment systems are sold to new owners or the owners want to revert to a normal system, this is another added cost to the property owner.
- Local agencies lack capacity and funding for permitting, installation inspections, reviewing maintenance records, and responding to illicit discharge complaints and enforcement when systems are installed improperly or fall out of compliance with the regulations. This increases the regulatory burden on local agencies.
- There is currently not enough time to develop program for the permitting, tracking, inspecting and enforcement activities that opting in to this bill will require. A determination of what agency is best suited to take on these responsivities is also necessary and will take additional time.
- Permitting for internal graywater systems can be done through the building departments however this does not include installation of subsurface drain fields for landscaping. Once installed building departments do not have any oversight or enforcement after installation. Another agency would need to be assigned the oversight and enforcement responsibilities.

Stakeholder Recommendation:

- The Pueblo Department of Public Health and Environment, along with all the stakeholders who participated in our discussions, unanimously recommends that the Board of County Commissioners and the City of Pueblo adopt an ordinance prohibiting the installation of graywater treatment works and the use of all graywater in the city and county of Pueblo at this time.
- The Board of County Commissioners and the City of Pueblo can at any time decide to adopt an ordinance approving the installation of graywater treatment systems and some or all graywater uses in the future. This will allow for more time to develop oversight and enforcement programs, permitting procedures, and tracking systems for graywater treatment works, as well as to determine which agency(s) is best suited for the oversight and enforcement of the graywater program.

Links

Colorado House Bill 24-1362
5 CCR 1002--86 Regulation No. 86 - Graywater Control Regulation
C.R.S. 30-11-107(1)(kk) – Powers of the board
C.R.S. 25-8-205(g) – Control regulations
C.R.S. 25-8-205.4 – Statewide authorization of graywater use local government notice required to opt out.
C.R.S. 31-15-601(I)(m) – Building and fire regulations
Pueblo West Board of Directors Request to Opt Out

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Background Paper for Proposed Resolution

COUNCIL MEETING DATE: December 22, 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: A RESOLUTION ESTABLISHING AN EXPEDITED REVIEW PROCESS FOR AFFORDABLE HOUSING PROJECTS

SUMMARY:

This Resolution establishes a fast-track development review process for affordable housing development projects.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

In 2022, Colorado voters approved Proposition 123, which aims to accelerate affordable housing production by requiring local governments to adopt a development review process that renders a decision on the development application within 90 days. Additionally, Proposition 123 creates a dedicated funding pool for affordable housing development. For developers to be eligible for this funding, the municipality must be in compliance with the expedited review requirements. The Colorado Department of Local Affairs is providing an incentive of $50,000 to municipalities that formally adopt a fast-track review process by December 31, 2025. The $50,000 has no match requirement and may be used to implement procedures that reduce barriers to developing affordable housing. The City of Pueblo Planning and Community Development Department, currently has a 90-day review timeline for all land use actions. The proposed Resolution formally adopts the 90-day review process for affordable housing developments and thus, meets the requirements of Proposition 123.

FINANCIAL IMPLICATIONS:

If approved, the City of Pueblo will be eligible to receive $50,000 from the Colorado Department of Local Affairs.

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BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

City Council could deny the resolution; however, if the fast-track affordable housing review process is not approved by December 31, 2025, the City will not be eligible to receive $50,000 incentive...

RECOMMENDATION:

Approve the Resolution.

ATTACHMENTS:

1. Housing Fast Track Reso Attachments

Docusign Envelope ID: E0488733-D948-4851-ABCA-6BF36B399438

RESOLUTION NO. 16202

A RESOLUTION ESTABLISHING AN EXPEDITED REVIEW PROCESS FOR AFFORDABLE HOUSING PROJECTS

WHEREAS, the voters of Colorado approved Proposition 123 in 2022 creating the State Affordable Housing Fund to make certain funds available to local governments as defined by C.R.S. 29-32-104; and

WHEREAS, the City of Pueblo Colorado is a home rule municipality duly and regularly organized and validly existing as a body corporate and politic under and by virtue of the Constitution and laws of the State of Colorado and is eligible for Proposition 123 funding and programming; and

WHEREAS, the City of Pueblo is dedicated to a fast-track 90-calendar day review to ensure that affordable housing development projects are reviewed, and a decision rendered within 90-calendar days of a complete application in alignment with the requirements of C.R.S. 29-32-105(2) et seq.; and

WHEREAS, the City of Pueblo has set a baseline and commitment to increase affordable housing as defined in C.R.S. 29-32-105; and

WHEREAS, the City of Pueblo's current process for reviewing proposed housing development projects already meets the requirement for a 90-calendar day review process; and

WHEREAS, the City of Pueblo is dedicated to a fast-track 90-calendar day review to ensure that affordable housing development projects are reviewed, and a decision rendered within 90-calendar days of a complete application in alignment with the requirements of C.R.S. 29-32-105(2) et seq.; and

WHEREAS, the City of Pueblo recognizes that an affordable housing development project, including mixed-use projects, which have at least 50-percent of the residential units as affordable, as defined in statute (C.R.S. 29-32-101 and C.R.S. 29-32-105(2)), would be eligible for expedited review; and

WHEREAS, the City of Pueblo recognizes that an affordable housing development project, including mixed-use projects, which have at least 50-percent of the residential units as affordable, as defined in statute (C.R.S. 29-32-101 and C.R.S. 29-32-105(2)), would be eligible for expedited review; and

WHEREAS, the City of Pueblo recognizes the following application types which require expedited review: Site Plan, Development Plan (Building Permit), Conditional Use Permit, Special Use Permit, Variance, and Administrative Modifications, and Limited Use Permits; and

WHEREAS, the City of Pueblo's expedited review process for affordable housing projects does not apply if an applicant chooses to opt-out of the process; and

WHEREAS, the City of Pueblo recognizes the allowable extensions in C.R.S. 29-32-105(2)(b) and (c), both for applicants and for the City, and recognizes the circumstances under which the expedited review timeline may be extended; NOW, THEREFORE,

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BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

City Council adopts and establishes the attached formal process for the processing of affordable housing development applications and hereby commits that any complete application received by the City for an affordable housing development will be reviewed by the applicable board, commission, or City Council on the next available agenda, after proper public notice has been posted, and a decision rendered on the application within 90-calendar days to ensure an expedited and timely review of the affordable housing project, with the intent to comply with the requirements in C.R.S. 29-32-105(2) et seq.

SECTION 2.

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

SECTION 3.

This Resolution shall become effective immediately upon final approval.

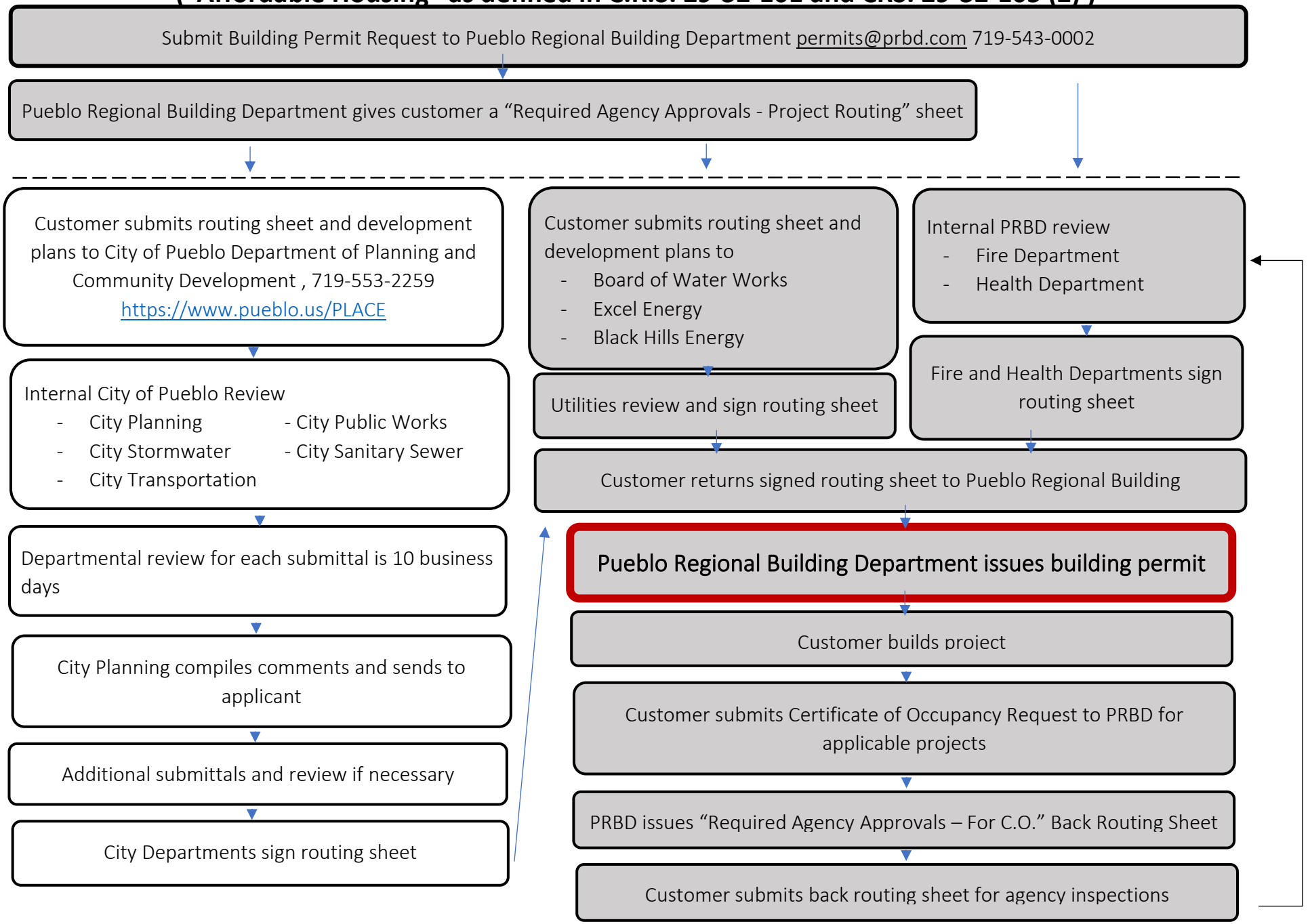
INTRODUCED: December 22, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

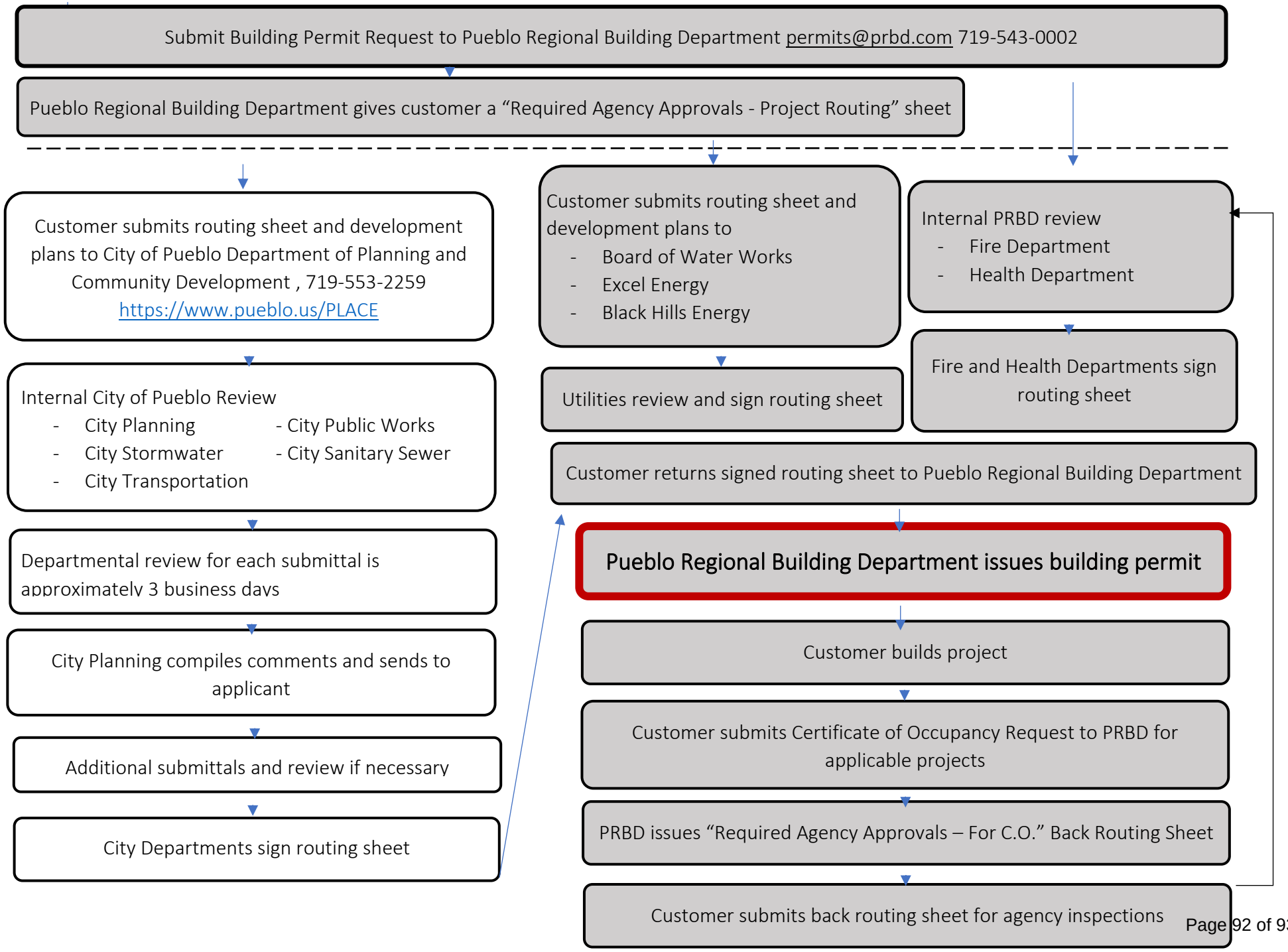
APPROVED: DocuSigned by: Mark Aliff B7A4F51823AB462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: Signed by: Vincent Petkosek 330F90D300E24F8...
DEPUTY CITY CLERK

AFFORDABLE HOUSING, MULTI-FAMILY / MIXED-USE, BUILDING PERMIT PROCESS
("Affordable Housing" as defined in C.R.S. 29-32-101 and CRS. 29-32-105 (2))



AFFORDABLE HOUSING, ONE- OR TWO-FAMILY BUILDING PERMIT PROCESS
("Affordable Housing" as defined in C.R.S. 29-32-101 and CRS. 29-32-105 (2))



Affordable Housing Process Planning and Zoning Commission

City of Pueblo Department of Land Use Administration Development Process

GUIDES

211 East "D" Street
Pueblo, CO 81003
Phone (719)-553-2259
Fax (719)553-2359

Email us at:

Planningsubmittals@pueblo.us

Or

Landusealis@pueblo.us

City Website

www.pueblo.us

Apply Online:
Pueblo Place

This guide describes a general overview of the PUD Site Plan Process of the Planning and Zoning Commission.

Expedited Review for Affordable Housing:

Housing Development Projects in which 50% or more of the dwelling units are affordable housing are eligible for an expedited review process, as required by Proposition 123.

Affordable Housing is defined as

- **For-Rent Housing:** The monthly rent is less than or equal to 30% of the monthly income of a household earning at or below 60% area median income (AMI)
- **For-Sale Housing:** Monthly payments are less than or equal to 30% of the monthly income of a household at or below 100% area median income (AMI)

The expedited review process includes applications for a Planned Unit Development (PUD) Site Plan, which are heard by the Planning and Zoning Commission. Other applications heard by the Planning and Zoning Commission (Annexation, Subdivision, Zoning or Rezonings, Comprehensive Plan Amendments) are *not* eligible for the expedited review process.

The final decision will be rendered within 90-calendar days except for allowable extensions. An applicant may choose to opt-out of the expedited review process.

Introduction to the Planning and Zoning Commission:

The City Planning and Zoning Commission (P&Z) consists of seven members, one of whom is a member of City Council designated by the Council. The six additional members are appointed by the Council.

P&Z is often a recommending body to the City Council. However, P&Z renders the final decision for Planned Unit Development (PUD) Site Pan applications.

P&Z meets the 2nd Wednesday of each month at 3:30 p.m. in the City Council Chambers located at #1 City Hall Place in Memorial Hall.

Application Deadline: If you wish your case to be included in a hearing on a specific date, your complete application must be received by the City of Pueblo Department of Land Use Administration at 211 East D Street **the end of day on the listed application deadline dates.** Incomplete applications will not be accepted.

Public Hearing, Notification, and Posting: The proceedings of the P&Z are heard in public forum. The location of the hearing is on the second floor of City Hall. The applicant or representative is required to attend the hearing. A notice of the P&Z hearing will be mailed to property owners within a three-hundred-foot radius of the property. Applicants will be required, in some cases, to post a legal notice (poster, provided by the Land Use Administration) on their property so that it is visible from the street at a minimum of fifteen days prior to the hearing.

Staff Reports: Land Use staff planners review the application to ensure that all necessary information has been gathered. A staff report is prepared for the applicant and P&Z Commissioners with a recommendation of approval, approval with conditions, or denial. The recommendation of staff is not binding on P&Z, which may approve, disprove, or approve the case with conditions.

Conditions of Approval: In all cases, P&Z is empowered to prescribe appropriate conditions and safeguards to ensure that the request does not adversely affect the general health, safety, and welfare of the community. Approval will be contingent upon compliance with any conditions. Failure to comply will prohibit the issuance of a building permit or be grounds for revocation.

Application Fees: All applications requiring a public hearing with the P&Z have an application fee plus the cost of legal notices and applicable postage, the fee is payable to the City of Pueblo. The application fee is due at the time of the application submittal. After your application is accepted, you will be contacted to pay for the necessary noticing fees (PNF) and to pick up the required posting for your property. The posting must be displayed on your property at least fifteen calendar days prior to the hearing.

Application Review Schedule and Timing: PUD Site Plan applications are forwarded to P&Z and follow an 8-9-week review schedule from submittal to the public hearing.

What to expect at the Hearing: The applicant is expected to be present at the hearing. An agenda is prepared that places your application in a designated order. This agenda will be sent with the staff report to you, usually a week before the hearing. Extra agendas will be available at the hearing.

Land Use staff provides a brief overview of the application with the recommended action. If the applicant wishes to give additional comments or the Commission desires to ask the applicant questions, the applicant writes his/her name and address down and then states his/her name and address to the Commission. After the applicant has given testimony, the Commission then asks if there is anyone in support or opposition to the application. Those persons in support or opposition then can speak in support or opposition. Following this testimony, the applicant can add comment or rebut any opposition.

After all testimony is given the Chair of P&Z will close the hearing and entertain a motion to vote on the application. The Commission then is free to discuss the application amongst themselves, followed by a vote for approval or denial follows.

Pre-Submittal

1. **Pre-Application Meeting SRC**

Application Review

2. **Application Submittal**
3. **Referral Mailing & Routing to Staff Reviewers**
4. **Comments Due to LUA and Sent to Applicant**
5. **Submittal of Revised Plans and Reports by Resubmittal deadline**
6. **Mandatory Meeting with Applicant to discuss Plan & Report Revisions**
7. **Final Comments Due to LUA**
8. **SRC Memo Prepared & Approved**
9. **P&Z Staff Reports Finalized & Published**

Public Hearing

10. **P&Z Agenda Set at Work Session**
11. **Public Notice, Mailing, & Notice of the Property**
12. **Planning and Zoning Commission Public Hearing**

Step One

The Applicant is required to meet with staff before an application is accepted. All requests involving subdivisions, vacations, special area plans, and overall development plans are required to be reviewed by the Subdivision Review Committee before an application is accepted. Some cases, other than subdivision, vacations, special area plans, and overall development plans may require review by the Subdivision Review Committee if numerous issues arise.

Step Two
Applications will only be accepted when all required documents and associated fees are included. Applications may be submitted in the week before the monthly application deadline.

Step Three
Applications are referred to all relevant departments, staff reviewers, and review agencies.

Step Four
Comments from staff reviewers and referral agencies are due to back to the Department of Land Use Administration within eleven working days. These comments are collected and sent to the applicant for review.

Step Five
Applicant must resubmit necessary plans and reports with changes by the resubmittal deadline.

Step Six
A mandatory meeting is held with the applicant to discuss changes to the plans and reports.

Step Seven
Final review comments are sent to the Department of Land Use Administration for preparation of the Subdivision Review Committee Memo.

Step Eight
The Subdivision Review Committee Memo is prepared and approved by the Committee.

Step Nine
P&Z staff reports are prepared and published. Staff reports are mailed to the addresses listed on the Land Use application. Please call the appropriate staff planner to discuss the staff report.

Step Ten
The P&Z meets once a month in a public work session to discuss Land Use issues. At this time the agenda for the next Commission hearing is presented and finalized.

Step Eleven
All real property owners within three hundred (300') feet of the case are notified of the request. A poster with the notification of the P&Z hearing is prepared by the Department of Land Use Administration. This poster is to be picked-up and posted no later than fifteen (15) days prior to the hearing. Additional fees that apply to the case are to be paid at this time. All additional fees must be paid and the Poster with the notice of the public hearing must be posted on the affected property no later than fifteen calendar days prior to the hearing.

Step Twelve
Public meetings of the P&Z are conducted on the first Wednesday of every month, beginning at 3:30 in City Council Chamber located at Memorial Hall, #1 City Hall Place.

This is an illustration of a typical review schedule. The specific review period is dependent on the type of application submitted and unique circumstances of each case.

General Schedule for Cases Reviewed by the Planning and Zoning Commission			
	M	Application Deadline	
	Tu	Referral mailing & Routing to Staff Reviewers	11 Working day Staff Review
Week 1	W Th F		
	M Tu W Th F		
Week 2	M		
	Tu W Th F	Comments Due to Land Use Administration & Sent to Applicant	
Week 3	M Tu W Th F		9 Working Day Applicant Resubmittal Preparation
Week 4	M		
	Tu W Th F	Resubmittal Deadline for Applicant	
		Resubmittal Routing Sheet to Staff Reviewers [Mandatory Meeting w/ Applicant]	5 Working Day Final Staff Review
Week 5	M	Applicant Pays Notice Fees and Picks up Notice Poster	
	Tu W Th F	Final Comments Due to LUA	
		SRC Review of Final Comments & SRC Memo Prepared	
Week 6	M	P&Z Agenda Set at Work Session	
	Tu W Th F	300' Mailings & Posting of Property	
	M Tu W	15 Day Public Notice deadline	
Week 7	Th F	P&Z Staff Reports Finalized	
	M Tu W		
		P&Z Packets Delivered	
Week 8	Th F		

	M Tu W	**P&Z Public Hearing**	

Affordable Housing Process Zoning Board of Appeals

City of Pueblo Department of Land Use/Planning Department Administration Development Process Guide

211 E. D Street
Pueblo, CO 81003

CONTACT:
Phone: 719-553-2259
www.pueblo.us

Planningsubmittals@pueblo.us

This guide describes the Zoning Board of Appeals Process. Users should use this guide in conjunction with the guides to Variances, Limited Use Permit, and/or Use By Review as applicable.

Expedited Review for Affordable Housing:

Housing Development Projects in which 50% or more of the dwelling units are affordable housing are eligible for an expedited review process, as required by Proposition 123.

Affordable Housing is defined as

- **For-Rent Housing:** The monthly rent is less than or equal to 30% of the monthly income of a household earning at or below 60% area median income (AMI)
- **For-Sale Housing:** Monthly payments are less than or equal to 30% of the monthly income of a household at or below 100% area median income (AMI)

The expedited review process includes applications for a variance, special use permit, or limited use permit, which are heard by the Zoning Board of Appeals. Generally, the final decision from the Zoning Board of Appeals will be rendered within a calendar-month, not to exceed 90-calendar days except for allowable extensions. An applicant may choose to opt-out of the expedited review process.

Introduction to the Zoning Board of Appeals:

The Zoning Board of Appeals, (ZBA), consists of five members, each of whom serves for a term of four (4) years. The ZBA is directly given appellate jurisdiction by State law. The ZBA also has the power to interpret the zoning ordinance and to grant variances. All meetings of the ZBA require a quorum, which is a majority of the Board of five; all meetings are public meetings, where the public can express their opinion. The Board meets regularly on the fourth Tuesday of each month at 7:00 pm in City Council chambers at City Hall.

The ZBA has power to authorize upon appeal in specific cases variance from the terms of *Title 17 of the Pueblo Municipal Code* as will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the provisions of this Title would result in unnecessary hardship.

The ZBA hears the following applications:

1. Limited Use Permits.
2. Use By Review, (Special Use Permits).
3. Variances (Dimensional, Parking)

Limited use permits: The Zoning Board of Appeals shall have power to hear and authorize or deny issuance of Limited Use Permits.

Uses by review: The Zoning Board of Appeals shall have power to hear and decide only such uses by review as the Zoning Board of Appeals is specifically authorized to pass upon by the terms of Title 17; to decide such questions as are involved in determining whether uses by review should be granted; and to grant uses by review with such conditions and safeguards as are appropriate hereunder, or to deny uses by review when not in harmony with the purpose or intent hereof.

Variances: The ZBA shall have the power to authorize in specific cases such variance from the terms of Title 17 as will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the provisions of this title would result in unnecessary hardship. Variances include but are not limited to:

1. Required setbacks for front, side, and rear yards.
2. Lot dimension.
3. Exceeding square footage for detached accessory structures.
4. Height restrictions.
5. Landscaping.
6. Minimum parking requirements.

The ZBA may not grant a variance to allow a use not permissible in the zone district involved, or any use expressly or by implication prohibited by the terms of Title 17.

Application Deadline: If you wish your case to be included in a hearing on a specific date, your complete application must be received by the City of Pueblo Department of Land Use Administration at 211 East D Street **no later than twelve noon on the listed application deadline dates.** Incomplete applications may not be processed nor scheduled for public hearing.

Public Hearing, Notification, and Posting: The proceedings of the ZBA are heard in public forum. The location of the hearing is on the second floor of City Hall at 7:00 p.m. The applicant or representative is required to attend the hearing. A notice of the ZBA hearing will be mailed to property owners within a one hundred (100) foot radius of the property. Applicants will be required to post a legal notice (poster provided by the Land Use Administration (Planning Department) on their property so that it is visible from the street at a minimum of (10) days prior to the hearing. If this is not posted, the hearing will be postponed for at least one month. The legal notice at your property can be removed thirty days after the hearing. Additional charges may be incurred if additional legal notices are required or if you fail to appear at the scheduled hearing.

Staff Reports: Land Use staff planners review the application to ensure that all necessary information has been gathered. A staff report is prepared for the applicant and ZBA members with a recommendation of approval, approval with conditions, or denial. The recommendation of staff is not binding on the ZBA, which may approve, disprove, or approve the case with conditions.

Conditions of Approval: In all cases, the ZBA is empowered to prescribe appropriate conditions and safeguards to ensure that the request does not adversely affect the general health, safety, and welfare of the community. Approval will be contingent upon compliance with any conditions. Failure to comply will prohibit the issuance of a building permit, limited use permit, or special use permit or be grounds for revocation.

Application Fees: All ZBA applications requiring a Public Hearing have an application fee and public notice fees. Fees vary depending on what type of application has been submitted. The current fee schedule is located on the city's website. All fees are payable to the City of Pueblo. The initial application fee is due at the time of the application submittal. Legal notices, poster, postcard, and applicable postage fees are calculated after all cases have been submitted and are due when you pick up your poster. The Planner will notify you (approximately 14 days prior to the hearing) that your poster is ready to be picked up and what the remaining fees are. The posting must be displayed on your property a minimum of ten calendar days prior to the hearing.

Application Review Schedule and Timing: ZBA cases take four weeks from the formal application date to the time of the hearing, at which point a final decision is rendered.

What to expect at the Hearing: The applicant is expected to be present at the hearing. An agenda is prepared that places your application in a designated order. This agenda will be sent with the staff report you will receive approximately a week before the hearing. Extra agendas will be available at the hearing.

The ZBA Board Chair convenes the hearing at 7:00 p.m. in City Council chambers at City Hall. Brief introductions of board members and staff are given, and an explanation of the proceedings follows. The board approves the minutes from the previous hearing. The board then moves into the Agenda.

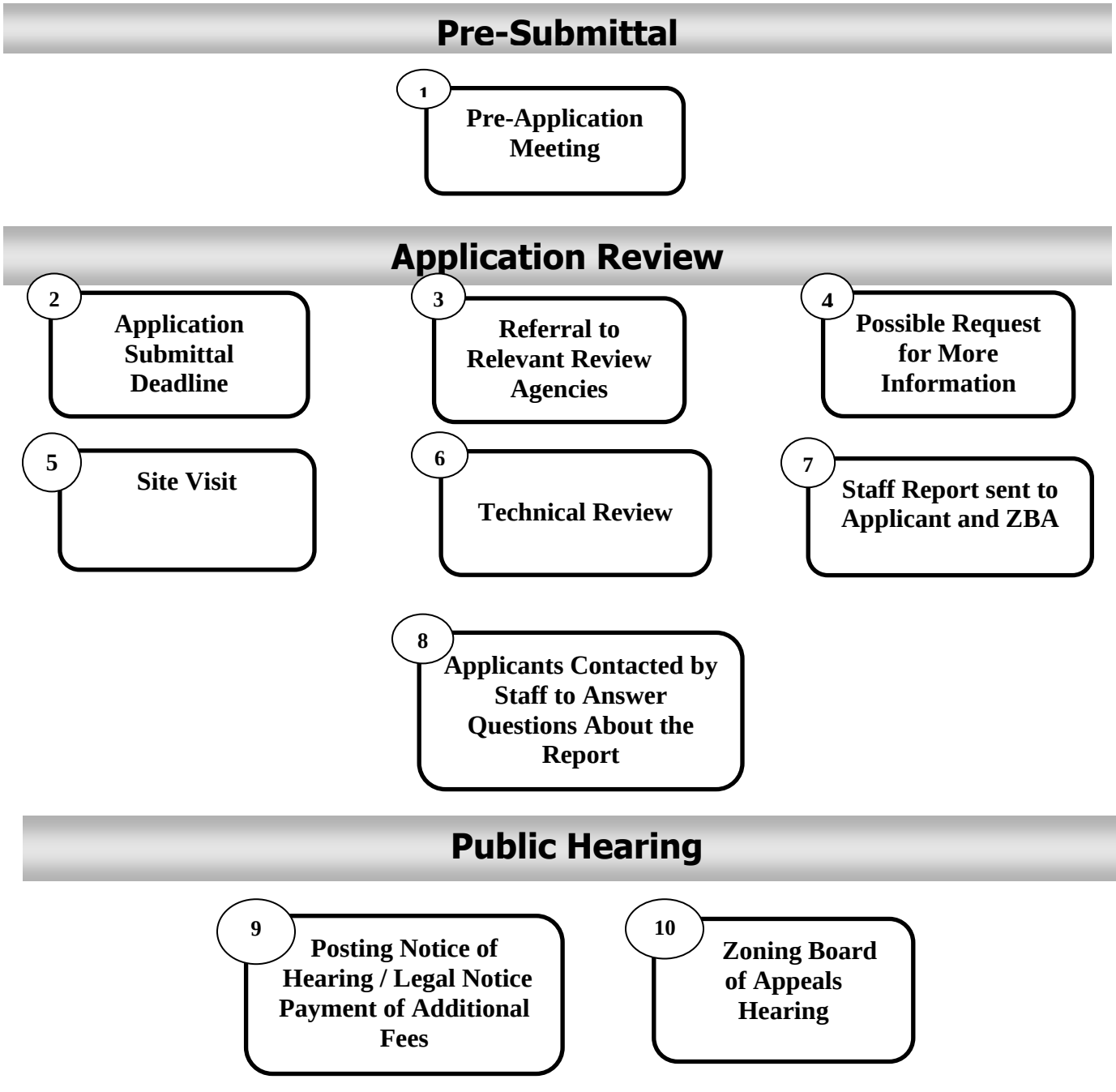
The Agenda is split into two categories: the Consent Agenda and the Regular Agenda. Those items on the Consent Agenda are items that are recommended approval, have no opposition, and do not need any testimony nor discussion. Those items on the Regular Agenda require discussion, clarification, have opposition, or are recommended denial.

Land Use staff provides a brief overview of the application with the recommended action. If the applicant wishes to give additional comments or the board desires to ask the applicant questions, the applicant is then sworn in and writes his/her name and address on a speakers list and then states his/her name and address to the board. After the applicant has given testimony, the board then asks if there is anyone in support or opposition to the application. Those persons in support or opposition are then sworn in to give testimony. Following this testimony, the applicant has the opportunity to add comment or rebut any opposition.

After all testimony is given the board will close the hearing and make a motion to vote on the application. The board then is free to discuss the application amongst themselves. A finding of fact is given by the board after discussion and the vote for approval or denial follows.

Following the vote, the applicant is granted or denied the request and is free to leave or remain until the meeting is adjourned.

After the application is approved: If you are granted approval of your request you may receive the documentation the following day. Depending on associated conditions and site plan review requirements, signs-offs for business licenses or building permits can be issued on the next available of sign-off day at the Department of Land Use Administration.



Step One
A pre-submittal meeting with staff is highly recommended. The applicant will have the opportunity to present a proposal and ask questions about the ZBA process.

Step Two
The application must be submitted before the deadline to advance the case for a specific hearing date. Prior to the acceptance of an application, all required documents **must** be submitted with the application along with the associated fee. The Department of Land Use will keep the original application and the applicant will receive a copy with a printed receipt.

Step Three
The application will be referred to any relevant review agencies such as the Department of Transportation, Department of Public Works, Utility Service Providers, etc. for comments regarding the request.

Step Four
The application will be given a case number, (i.e. ZBA-20-01) and be reviewed over a three-week period. During this period the applicant may be contacted with questions or requests for more information regarding the application.

Step Five
If needed, staff will conduct a site visit to assess the conditions at the site. Upon signing the application, the applicant grants permission for access to private property. Most site visits can be conducted from the public right-of-way and do not require that staff enter onto the property, but some cases may require access to private property. In no case will staff require access to the inside of any structure.

Step Six
The staff in the Land Use Department Reviews the Technical issues associated with each case.

Step Seven
A staff report will be produced, and, in most instances, the final report will be sent out to the applicant seven (7) calendar days prior to the hearing date. The staff report will include the information considered by staff in making a recommendation, factual statements regarding the background of the case, staff analysis of the request, and a staff recommendation to the ZBA for approval, approval with conditions, or denial.

Step Eight
After the staff reports have been sent to the applicant, staff will contact the applicant prior to the hearing, or the applicant may contact staff to discuss any questions about the report and recommendation.

Step Nine
All real property owners within one hundred feet of the case are notified of the request. A poster with the notification of the ZBA hearing is prepared by the Planning Department. This poster is to be picked-up and posted no later than ten (10) days prior to the hearing, fifteen (15) days for cases involving appeals. Additional fees that apply to the case are to be paid at this time.

Step Ten

The ZBA hearing takes place on the fourth Tuesday of every month at 7:00 p.m. Located in the City Council chambers at Memorial Hall, #1 City Hall Place. Applicants and/or their representatives are required to attend.

Zoning Board of Appeals Review Schedule		
	Pre-application meeting	
Week 1	- Application Deadline - Referral to relevant review agencies - Possible request for more information - Site Visit	2 working days for staff referral
Week 2	- Case review in Land Use Technical Review - Notice of Hearing Poster to be picked up and additional fees paid	13 working day staff review & staff report preparation
Week 3	- Final Review in Land Use Technical Review - Hearing is posted no less than 10 days prior to the Hearing	
Week 4	- Staff report sent to applicant and Zoning Board of Appeals - Applicants contacted to discuss any questions about the report	7 working day review for applicant and ZBA
ZBA Hearing		

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City Clerk's Office Item # M10

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: December 22, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Cherish K. Deeg
Interim Executive Director
Pueblo Urban Renewal Authority

SUBJECT: A RESOLUTION APPROVING THE PUEBLO URBAN RENEWAL AUTHORITY VENDOR FEE BUDGET FOR THE PUEBLO CONVENTION CENTER AND THE MEMORIAL HALL CAPITAL PROJECTS AND MAINTENANCE FUND, FOR THE CALENDAR YEAR 2025, COMMENCING JANUARY 1, 2026, AND ENDING THE LAST DAY OF DECEMBER 2026

SUMMARY:

This Resolution approves the 2026 Vendor Fee Budget for the Pueblo Convention Center and the Memorial Hall Capital Projects and Maintenance fund.

PREVIOUS COUNCIL ACTION:

Council approval of the Vendor Fee budget for the Pueblo Convention Center and Memorial Hall Capital Projects and Maintenance fund is completed annually.

BACKGROUND:

Section 14-4-17 of the City of Pueblo's Code of Ordinances authorizes the use of the "Vendor Fee" or 3.3% of City's sales tax revenue, for the purposes of operations and maintenance of the Pueblo Convention Center and Memorial Hall, subject to City Council approval.

FINANCIAL IMPLICATIONS:

Approval of the resolution will budget $2,914,212.00 in 2026 Vendor Fee revenue towards the following purposes:

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- $888,062.50 for the payment of debt service on the Memorial Hall and Pueblo Convention Center Bonds $660,000.00 principle and $228,062.50 interest
- $2,006,481.00 for the Operation and Maintenance of the Pueblo Convention Center ($1,385,375.00), the Asset Management Fee ($350,000.00), and Capital repair and maintenance expenditures ($271,106.00);
- $19,668.50 for the Maintenance of the Memorial Hall

BOARD/COMMISSION RECOMMENDATION:

The 2026 Budget was reviewed by the PURA Board and was approved at the Special Meeting of the PURA Board of Commissioners on November 25, 2025. This budget was reviewed with City Council at a work session on December 22, 2025

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

None.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. PURA approved 2026 Vendor Fee budget

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RESOLUTION NO. 16203

A RESOLUTION APPROVING THE PUEBLO URBAN RENEWAL AUTHORITY VENDOR FEE BUDGET FOR THE PUEBLO CONVENTION CENTER AND THE MEMORIAL HALL CAPITAL PROJECTS AND MAINTENANCE FUND, FOR THE CALENDAR YEAR 2025, COMMENCING JANUARY 1, 2026, AND ENDING THE LAST DAY OF DECEMBER 2026

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The Pueblo Urban Renewal Authority (the "Authority") fiscal year 2026 Vendor Fee Budget, a copy of which is attached hereto, is hereby approved.

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 to effectuate the policies and procedures described herein.

SECTION 3.

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

INTRODUCED: December 22, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

ATTESTED BY: Signed by: Vincent Petkosek 330F90D300E24F8...
DEPUTY CITY CLERK

Pueblo Urban Renewal Authority
Vendor Fee (VENDOR) Fund 98

	2026	2025A	2025	2024	2023	2022	2021	2020	2019
Revenues									
Charges for Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Contributions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Interest	$ -	$ 63,488.49	$ -	$ 84,841.00	$ 83,578.00	$ 17,930.00	$ 499.00	$ 4,605.00	$ 27,814.00
Intergovernmental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Investment earnings	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Other	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Property Tax Increment	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rent Income	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Sales Tax Increment	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Vendor Fees	$ 2,914,212.00	$ 3,037,007.00	$ 3,037,007.00	$ 3,135,578.00	$ 3,037,007.00	$ 3,075,796.00	$ 2,955,560.00	$ 2,315,058.00	$ 2,237,636.00
Total Revenues	**$ 2,914,212.00**	**$ 3,100,495.49**	**$ 3,037,007.00**	**$ 3,220,419.00**	**$ 3,120,585.00**	**$ 3,093,726.00**	**$ 2,956,059.00**	**$ 2,319,663.00**	**$ 2,265,450.00**
Expense									
Capital outlay	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Contractual Expenditures	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Debt Service	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Economic Development	$ 19,668.50	$ 20,000.00	$ -	$ 115,556.00	$ 149,695.00	$ 10,683.00	$ -	$ 426,510.00	$ 14,470.00
General Administration	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
General Government	$ -	$ -	$ -	$ -	$ 3,118.00	$ -	$ -	$ -	$ -
Interest	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Principal	$ -	$ -	$ -	$ -	$ -	$ -	$ 337.00	$ 1,457.00	$ 1,087.00
Total Expenditures	**$ 19,668.50**	**$ 20,000.00**	**$ -**	**$ 115,556.00**	**$ 152,813.00**	**$ 10,683.00**	**$ 337.00**	**$ 427,967.00**	**$ 15,557.00**
Other Financing Sources and Uses									
Capital Contributions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Loan Proceeds	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 9,875,758.00	$ -
Transfers In	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Transfers in from Fund Balance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Transfers Out	$ (2,894,543.50)	$ (3,080,495.49)	$ (3,037,007.00)	$ (3,142,992.00)	$ (3,055,084.00)	$ (3,210,793.00)	$ (1,838,519.00)	$ (12,443,676.00)	$ (2,071,986.00)
otal Other Financing Sources and Uses	**$ (2,894,543.50)**	**$ (3,080,495.49)**	**$ (3,037,007.00)**	**$ (3,142,992.00)**	**$ (3,055,084.00)**	**$ (3,210,793.00)**	**$ (1,838,519.00)**	**$ (2,567,918.00)**	**$ (2,071,986.00)**
Net Change in Fund Balance	**$ -**	**$ -**	**$ -**	**$ (38,129.00)**	**$ (87,312.00)**	**$ (127,750.00)**	**$ 1,117,203.00**	**$ (676,222.00)**	**$ 177,907.00**

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City Clerk's Office Item # M11

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: December 22, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Alyssa Parga, Executive Assistant to the Mayor

SUBJECT: A RESOLUTION ALLOWING THE SANGRE DE CRISTO ARTS AND CONFERENCE CENTER BOARD OF TRUSTEES TO REDUCE ITS NUMBER OF CITY APPOINTEES BEGINNING IN 2026 AND CONFIRMING THE REAPPOINTMENT BY THE MAYOR OF JUSTIN BOWEN TO SERVE A THREE-YEAR TERM EXPIRING DECEMBER 31, 2028, ON THE SANGRE DE CRISTO ARTS AND CONFERENCE CENTER BOARD OF TRUSTEES

SUMMARY:

This Resolution confirms the reappointment by the Mayor of Justin Bowen to serve a three-year term expiring December 31, 2028 on the Sangre de Cristo Arts and Conference Center Board of Trustees. It also allows the Sangre de Cristo Arts and Conference Center Board of Trustees to reduce its number of City Appointees beginning in 2026.

PREVIOUS COUNCIL ACTION:

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

In 2011, Resolution 12288 allowed the Sangre de Cristo Arts and Conference Center Board of Trustees to shrink in size from 35 to 16 and reduces its number of City Appointees to three.

BACKGROUND:

This Resolution will allow the Board of Trustees to reduce its number of City Appointees from three to one in accordance with their own bylaws revision from November 3, 2025. The County appointments also dropped from three to two.

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Due to term expirations and a revision to the Sangre de Cristo Arts and Conference Center Board of Trustees bylaws, there is one opening on this board.

FINANCIAL IMPLICATIONS:

This is a volunteer committee and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

Approval of Resolution.

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

N/A

RECOMMENDATION:

Approval of Resolution.

ATTACHMENTS:

None

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RESOLUTION NO. 16204

A RESOLUTION ALLOWING THE SANGRE DE CRISTO ARTS AND CONFERENCE CENTER BOARD OF TRUSTEES TO REDUCE ITS NUMBER OF CITY APPOINTEES BEGINNING IN 2026 AND CONFIRMING THE REAPPOINTMENT BY THE MAYOR OF JUSTIN BOWEN TO SERVE A THREE-YEAR TERM EXPIRING DECEMBER 31, 2028, ON THE SANGRE DE CRISTO ARTS AND CONFERENCE CENTER BOARD OF TRUSTEES

WHEREAS, on November 2, 2025, the Board of Trustees of the Sangre de Cristo Arts and Conference Center approved changes to its bylaws reducing the number of City appointees from three (3) board members to two (2) effective immediately; and

WHEREAS, Mayor Heather Graham has requested confirmation by the City Council of her appointment of Justin Bowen to the Sangre de Cristo Arts and Conference Center Board of Trustees; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council consents to allowing the Board of Trustees of the Sangre de Cristo Arts and Conference Center to reduce from (3) City appointees to one (1) City appointee effective January 1, 2026, through term limitations and in accordance with its revised bylaws.

SECTION 2.

The appointment by the Mayor of Justin Bowen to serve a three-year term expiring December 31, 2028, on the Sangre de Cristo Arts and Conference Center Board of Trustees shall be and is hereby confirmed by the City Council.

SECTION 3.

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

SECTION 4.

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

INTRODUCED: December 22, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

ATTESTED BY: Signed by: Vincent Petkosek 330F90D300E24F8...
DEPUTY CITY CLERK

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City Clerk's Office Item # M12

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: December 22, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Alyssa Parga, Executive Assistant to the Mayor

SUBJECT: A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF GUY CHABOT AND CHRISTINA TRUJILLO TO SERVE A FOUR-YEAR TERM EXPIRING JANUARY 1, 2030, ON THE HISTORIC PRESERVATION COMMISSION

SUMMARY:

This Resolution confirms the appointment by the Mayor of Guy Chabot and Christina Trujillo to serve a four-year term expiring January 1, 2030, on the Historic Preservation Commission.

PREVIOUS COUNCIL ACTION:

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

BACKGROUND:

Due to the normal term expirations of Raymond Chavez and Guy Chabot, there are two appointments available to serve a four-year term on the Historic Preservation Commission. Both incumbents are eligible for reappointment. The Mayor interviewed all eligible applicants.

FINANCIAL IMPLICATIONS:

This is a volunteer committee and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

N/A

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STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

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

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

Docusign Envelope ID: E0488733-D948-4851-ABCA-6BF36B399438

RESOLUTION NO. 16205

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF GUY CHABOT AND CHRISTINA TRUJILLO TO SERVE A FOUR-YEAR TERM EXPIRING JANUARY 1, 2030, ON THE HISTORIC PRESERVATION COMMISSION

WHEREAS, Mayor Heather Graham has requested confirmation by the City Council of her appointment of Guy Chabot and Christina Trujillo to serve a four-year term expiring January 1, 2030, on the Historic Preservation Commission; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment by the Mayor of Guy Chabot and Christina Trujillo to serve a four-year term expiring January 1, 2030, on the Historic Preservation Commission shall be and is hereby confirmed by the City Council.

SECTION 2.

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

SECTION 3.

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

INTRODUCED: December 22, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

ATTESTED BY: Signed by: Vincent Petkosek 330F00D300E24F8...
DEPUTY CITY CLERK

Docusign Envelope ID: E0488733-D948-4851-ABCA-6BF36B399438

City Clerk's Office Item # M13

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: December 22, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Alyssa Parga, Executive Assistant to the Mayor

SUBJECT: A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF MARTINE ORR AND OLIVIA ST. ONGE TO COMPLETE A FOUR-YEAR TERM EXPIRING AUGUST 30, 2027, ON THE PUEBLO ADA ADVISORY COMMITTEE

SUMMARY:

This Resolution confirms the appointment by the Mayor of Martine Orr and Olivia St. Onge to complete a four-year term expiring August 30, 2027, on the Pueblo ADA Advisory Committee.

PREVIOUS COUNCIL ACTION:

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

BACKGROUND:

Since the committee composition of *up to* 15 members, there are positions available to serve a four-year term expiring August 30, 2026 or August 30, 2027 on the ADA Advisory Committee.

FINANCIAL IMPLICATIONS:

This is a volunteer committee and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

N/A

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STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

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

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

Docusign Envelope ID: E0488733-D948-4851-ABCA-6BF36B399438

RESOLUTION NO. 16206

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF MARTINE ORR AND OLIVIA ST. ONGE TO COMPLETE A FOUR-YEAR TERM EXPIRING AUGUST 30, 2027, ON THE PUEBLO ADA ADVISORY COMMITTEE

WHEREAS, Mayor Heather Graham has requested confirmation by the City Council of her appointment of Martine Orr and Olivia St. Onge to complete a four-year term expiring August 30, 2027, on the Pueblo ADA Advisory Committee; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment by the Mayor of Martine Orr and Olivia St. Onge to complete a four-year term expiring August 30, 2027, on the Pueblo ADA Advisory Committee shall be and is hereby confirmed by the City Council.

SECTION 2.

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

SECTION 3.

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

INTRODUCED: December 22, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

ATTESTED BY: Signed by: Vincent Petkosek 330F90D300E24F8...
DEPUTY CITY CLERK

Docusign Envelope ID: E0488733-D948-4851-ABCA-6BF36B399438

City Clerk's Office Item # M14

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: December 22, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Alyssa Parga, Executive Assistant to the Mayor

SUBJECT: A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF RICK RINGLER AND STACEY QUEEN TO SERVE A THREE-YEAR TERM EXPIRING DECEMBER 31, 2028, AND BRANDON MARTINEZ AS A YOUTH MEMBER TO SERVE A ONE-YEAR TERM EXPIRING DECEMBER 31, 2026, ON THE HUMAN RELATIONS COMMISSION

SUMMARY:

This Resolution confirms the appointment by the Mayor of Rick Ringler and Stacey Queen to serve a three-year term expiring December 31, 2028, and Brandon Martinez to serve a one-year term as a Youth Member expiring December 31, 2026 on the Human Relations Commission.

PREVIOUS COUNCIL ACTION:

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

BACKGROUND:

There are five positions with term expirations of 12/31/2025. Four are for regular members and one is for the youth member. All candidates were interviewed by the Mayor.

FINANCIAL IMPLICATIONS:

This is a volunteer committee and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

N/A

Docusign Envelope ID: E0488733-D948-4851-ABCA-6BF36B399438

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

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

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

Docusign Envelope ID: E0488733-D948-4851-ABCA-6BF36B399438

RESOLUTION NO. 16207

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF RICK RINGLER AND STACEY QUEEN TO SERVE A THREE-YEAR TERM EXPIRING DECEMBER 31, 2028, AND BRANDON MARTINEZ AS A YOUTH MEMBER TO SERVE A ONE-YEAR TERM EXPIRING DECEMBER 31, 2026, ON THE HUMAN RELATIONS COMMISSION

WHEREAS, Mayor Heather Graham has requested confirmation by the City Council of her appointment of Rick Ringler and Stacey Queen to serve a three-year term expiring December 31, 2028, and Brandon Martinez to serve a one-year term as a Youth Member expiring December 31, 2026 on the Human Relations Commission; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment by the Mayor of Rick Ringler and Stacey Queen to serve a three-year term expiring December 31, 2028 on the Human Relations Commission shall be and is hereby confirmed by the City Council.

SECTION 2.

The appointment by the Mayor of Brandon Martinez to serve a one-year term expiring December 31, 2026 on the Human Relations Commission as a youth member shall be and is hereby confirmed by the City Council.

SECTION 3.

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

SECTION 4.

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

INTRODUCED: December 22, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

ATTESTED BY: Signed by: Vincent Petkosek
330F90D300E24F8...
DEPUTY CITY CLERK

Docusign Envelope ID: E0488733-D948-4851-ABCA-6BF36B399438

City Clerk's Office Item # M15

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: December 22, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Alyssa Parga, Executive Assistant to the Mayor

SUBJECT: A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF BILL HICKMAN TO COMPLETE A THREE-YEAR TERM EXPIRING NOVEMBER 1, 2026 ON THE PUEBLO STREETSCAPE ADVISORY COMMITTEE

SUMMARY:

This Resolution confirms the appointment by the Mayor of Bill Hickman to complete a three-year term expiring November 1, 2026 on the Pueblo Streetscape Advisory Committee.

PREVIOUS COUNCIL ACTION:

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

BACKGROUND:

Due to a previous resignation, there is a vacancy to complete a term ending November 1, 2026. Mayor Graham interviewed the applicant.

FINANCIAL IMPLICATIONS:

This is a volunteer committee and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

Docusign Envelope ID: E0488733-D948-4851-ABCA-6BF36B399438

ALTERNATIVES:

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

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

Docusign Envelope ID: E0488733-D948-4851-ABCA-6BF36B399438

RESOLUTION NO. 16208

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF BILL HICKMAN TO COMPLETE A THREE-YEAR TERM EXPIRING NOVEMBER 1, 2026 ON THE PUEBLO STREETSCAPE ADVISORY COMMITTEE

WHEREAS, Mayor Heather Graham has requested confirmation by the City Council of her appointment of Bill Hickman to complete a three-year term expiring November 1, 2026 on the Pueblo Streetscape Advisory Committee; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment by the Mayor of Bill Hickman to complete a three-year term expiring November 1, 2026 on the Pueblo Streetscape Advisory Committee shall be and is hereby confirmed by the City Council.

SECTION 2.

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

SECTION 3.

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

INTRODUCED: December 22, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

ATTESTED BY: Signed by: Vincent Petkosek 330F90D300E24F8...
DEPUTY CITY CLERK

Docusign Envelope ID: E0488733-D948-4851-ABCA-6BF36B399438

City Clerk's Office Item # M16

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: December 22, 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 THE ISSUANCE OF A REVOCABLE PERMIT (REV-25-35) TO THE YMCA OF PUEBLO FOR THE USE OF ONE LANE OF SPAULDING AVENUE AND ONE LANE OF PARKER BOULEVARD FOR THEIR 2025 YMCA HOT CHOCOLATE 5K RUN/WALK AND THE 1K KIDS FUN RUN EVENT

SUMMARY:

Attached is a draft Revocable Permit (REV-25-35) submitted by the YMCA of Pueblo.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The YMCA of Pueblo has submitted a Revocable Permit application (REV-25-35) for the use of one lane of Spaulding Avenue and one lane of Parker Boulevard for their 2025 YMCA Hot Chocolate 5K Run/Walk and the 1K Kids Fun Run on December 27, 2025, from 7:00 a.m. to 11 a.m.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The Revocable Permit Review Committee recommends approval.

STAKEHOLDER PROCESS:

None.

Docusign Envelope ID: E0488733-D948-4851-ABCA-6BF36B399438

ALTERNATIVES:

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

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. NOTARIZED REVOCABLE PERMIT - 25-35

Docusign Envelope ID: E0488733-D948-4851-ABCA-6BF36B399438

RESOLUTION NO. 16209

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-25-35) TO THE YMCA OF PUEBLO FOR THE USE OF ONE LANE OF SPAULDING AVENUE AND ONE LANE OF PARKER BOULEVARD FOR THEIR 2025 YMCA HOT CHOCOLATE 5K RUN/WALK AND THE 1K KIDS FUN RUN EVENT

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The attached Revocable Permit (REV-25-35) is authorized to be issued to the YMCA of Pueblo for the use of one lane of Spaulding Avenue and one lane of Parker Boulevard for their 2025 YMCA Hot Chocolate 5K Run/Walk and the 1K Kids Fun Run on December 27, 2025, from 7:00 a.m. to 11 a.m.

SECTION 2.

The use of the public right-of-way granted hereby is subject to all limitations, terms, and conditions set forth in the attached Revocable Permit (REV-25-35).

SECTION 3.

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

SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: December 22, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

ATTESTED BY: Signed by: Vincent Petkosek 330F90D300E24F8...
DEPUTY CITY CLERK

REVOCABLE PERMIT

Pursuant to the authority granted by Section 16-9 of the Charter of Pueblo, a Municipal Corporation, (the "City"), the City Council of City hereby grants the following revocable permit to Permittee subject to and conditioned upon the provisions herein contained and the Permittee's compliance therewith:

1. Name, Address and Telephone Number of Permittee: **YMCA of Pueblo 3200 E Spaulding Ave 7195435151**
2. Permitted Area: **To close one lane of Spaulding Avenue and one lane of Parker Boulevard**
3. Purpose of Revocable Permit: **Closure of the permitted area to vehicular traffic to facilitate the 2025 Hot Chocolate 5K Run/Walk and the 1K Kids Fun Run**
4. Commencement Date: **December 27, 2025** Time: **7:00 AM**
5. Ending Date: **December 27, 2025** Time: **11:00am**

PERMITTEE IN CONSIDERATION OF THE ISSUANCE AND GRANTING OF THE ABOVE DESCRIBED REVOCABLE PERMIT (THE "PERMIT") REPRESENTS, WARRANTS AND AGREES:

(a) The Permitted Area shall be used for the above-specified Purpose of Revocable Permit. No use of the Permitted Area shall be made before the time of the Commencement Date.

(b) All structures, fences, tables, chairs, equipment or other improvements authorized to be placed in the Permitted Area by Permittee (the "Improvements") shall be constructed, installed, and maintained by Permittee in compliance with all applicable codes, ordinances, rules and regulations of City and this Permit.

(c) If the Revocable Permit is issued for a sidewalk café, the Permittee and sidewalk café shall be subject to all the provisions, conditions and requirements contained in section 9-10-84 of the Pueblo Municipal Code, or as same may be amended, which are incorporated herein by reference. In addition, no Improvement shall be tied-down or chained to any tree within or adjacent to the Permitted Area nor shall any Improvement be installed or located in such a manner as to hinder or interfere with the opening of motor vehicle doors or passenger movement to and from motor vehicles parked adjacent to or near the Permitted Area.

(d) If this Permit is issued for the use of the public right-of-way for a special event, Permittee shall deposit with the City the sum of $500.00 ("Deposit"). The Deposit will be forfeited to the City if Permittee does not remove all Permittee's equipment and property from, and clean and restore the Permitted Area to its original condition before the Time of the Ending Date. If so timely removed and cleaned, the Deposit will be returned to Permittee.

(e) Before the Time of the Ending Date, or immediately upon any other termination of this Permit, Permittee shall, at Permittee's expense, remove all of Permittee's Improvements from the Permitted Area and clean and restore the Permitted Area to its original condition. Failure to timely remove all of Permittee's Improvements from the Permitted Area and clean and restore the Permitted Area to its original condition shall constitute Permittee's abandonment of the Permittee's Improvements, and City may, at Permittee's expense, remove and dispose of Permittee's Improvements and clean and restore the Permitted Area to its original condition. Permittee agrees to pay all City's costs and expenses, including reasonable attorney fees, incurred in the enforcement of this Permit.

(f) Permittee shall keep all Improvements and Permitted Area in good, clean and safe condition and repair, free from litter, waste and debris.

(g) Permittee shall indemnify, defend and hold City, its officers, agents and employees harmless from and against any and all suits, claims, liabilities, loss, damages and expenses, including reasonable attorney fees and cost of defense, arising, directly or indirectly, from or caused by the issuance of this Permit or the conditions hereof, or the existence, construction, installation, repair or maintenance of the Improvements in the Permitted Area, or the use of the Permitted Area or Improvements by Permittee, its officers, agents, employees, invitees or general public.

(h) Neither this Permit nor any of the privileges granted to Permittee hereby, may be conveyed, assigned, transferred or sublet by Permittee without the prior written consent of the City Council of City. Any attempted conveyance, assignment, transfer or subletting of the Permit or Permitted Area without the written consent of the City Council of Pueblo shall be void and of no effect and shall cause this Permit to be automatically revoked.

(i) Permittee shall keep and maintain commercial general liability insurance covering the Permitted Area and Improvements in amounts not less than $1,000,000.00 combined single limits per occurrence and aggregate, naming the City as an additional insured and contain a waiver of rights of subrogation against City. A certificate for such insurance and each renewal thereof shall be delivered to the City. Failure to maintain such insurance shall cause this Permit to be automatically revoked.

(j) Trees, landscaping and shrubbery within or adjacent to the Permitted Area shall be protected from damage or injury by Permittee and shall not be removed except after receipt by the Permittee of the written consent of the City's Director of Parks and Recreation. Covid-19

(k) Any notice or other document required or permitted herein shall be in writing and delivered personally or by first class mail, postage prepaid, as follows:

(i) If to Permittee, at the address shown in paragraph 1 above.

(ii) If to City, 1 City Hall Place, Pueblo, Colorado, 81003, Attention: Revocable Permit Review Committee. Each party reserves the right to change its address provided notice of such change is given in accordance with this paragraph (k).

(l) City reserves and is hereby granted by Permittee access to, under and through the Permitted Area for any and all purposes. City may injure, damage or remove any and all Permittee's Improvements in the Permitted Area in exercising the right of access hereby reserved and granted. Permittee assumes the risk of injury, loss and damage to Permittee's Improvements within the Permitted area, and City shall have no responsibility or liability for any damage or injuries thereto, whatsoever the cause, including, but not limited to, the acts or omissions of City, its officers, employees, or agents.

(m) This Permit shall terminate upon the occurrence of any one of the following events: (i) the Time of the Ending Date, (ii) abandonment or nonuse by Permittee for a period of three (3) consecutive months, (iii) surrender or cancellation of the Permit in writing by Permittee, (iv) automatic revocation as provided in paragraphs (h) and (i) above; (v) revocation or termination of this Permit by resolution of the City Council of City; or (vi) revocation by the Mayor as provided in paragraph (p). The termination of this Permit shall not relieve Permittee from Permittee's obligations under paragraph (f) until the Authorized Improvements have been removed by Permittee in compliance with paragraph (e).

(n) Permittee acknowledges and agrees that this Permit is temporary and subject to revocation or termination by resolution of the City Council of City, in its sole discretion, for any reason or no reason, at anytime, without liability to City, and without notice to or hearing by Permittee. Permittee waives any and all right or claim to such notice, hearing, and liability of the City.

(o) Permittee acknowledges and agree that use of the Permitted Area shall be conducted in compliance with applicable laws and regulations including but not limited orders, regulations and directives issued by the Governor, Colorado Department of Public Health and Environment and the Pueblo County Department of Public Health and Environment with respect to COVID-19 ("COVID-19 Regulations"). Seven days prior to Commencement Date, Permittee shall submit in writing to the Revocable Permit Review Committee those actions Permittee shall take to assure protection of the public health and compliance with COVID-19 Regulations.

(p) Permittee further acknowledges and agrees that this Permit is temporary and subject to revocation or termination if the purpose of the permit or any potential activities to be conducted under the Permit is determined by the Mayor of City, in his sole and absolute discretion, to not be in furtherance of and/or contrary to the public health or welfare due to COVID-19 or related issues. Such determination and termination may be issued at any time, without liability to City, and without notice to or hearing by Permittee. Permittee waives any and all right or claim to such notice, hearing, and liability of the City.

(q) Nothing in this Permit shall be interpreted to limit or prevent the protections afforded to City under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.

Signed in Pueblo, Colorado this 12th day of December, 20 25.

PERMITTEE:

Organization or Individual: YMCA of Pueblo

By: Senior Program Director

Title: Dirk Hodge

STATE OF COLORADO)

COUNTY OF PUEBLO) SS..

The foregoing instrument was acknowledged before me the 12th day of December, 2025 by Dirk Hodge as Sr. Program Director.

My commission expires: _____.

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

Tacy Suzette Barry
Notary Public

APPROVED this _____ day of _____, 20____.

PUEBLO, a Municipal Corporation

By _____

Heather Graham, Mayor

Docusign Envelope ID: E0488733-D948-4851-ABCA-6BF36B399438

City Clerk's Office Item # M17

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: December 22, 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 AMENDING SECTION 2 OF RESOLUTION NO. 16175 TO CORRECT AN ERROR RELATED TO FUNDING FOR PROJECT NO. CI2510 - CONVERGYS SITE REDEVELOPMENT

SUMMARY:

This Resolution amends Section 2 of Resolution No. 16175 passed on November 10, 2025 to correct an error in the language of the original Resolution related to funding for Project No. CI2510 - Convergys Site Redevelopment.

PREVIOUS COUNCIL ACTION:

BACKGROUND:

This Resolution amends Section 2 of Resolution No. 16175 passed on November 10, 2025 to correct an error in the language of the original Resolution related to funding for Project No. CI2510 - Convergys Site Redevelopment. The original Resolution contained language which transferred, budgeted, and appropriated a total of $900,000 into the project account when the amount should have been $600,000.

FINANCIAL IMPLICATIONS:

This amendment to Resolution No. 16175 will result in a total of $600,000 being transferred from various project accounts (PL0804, CI1901, CI1809, CI1605, and CIAN23) into Project No. CI2510 - Convergys Site Redevelopment.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

Docusign Envelope ID: E0488733-D948-4851-ABCA-6BF36B399438

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

Failure to pass this Resolution will prevent the City from correcting the error in the amount budgeted and appropriated for the project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

Docusign Envelope ID: E0488733-D948-4851-ABCA-6BF36B399438

RESOLUTION NO. 16210

A RESOLUTION AMENDING SECTION 2 OF RESOLUTION NO. 16175 TO CORRECT AN ERROR RELATED TO FUNDING FOR PROJECT NO. CI2510 - CONVERGYS SITE REDEVELOPMENT

WHEREAS, City Council passed Resolution No. 16175 on November 10, 2025 which transferred, budgeted, and appropriated funds from various project accounts into a new project account, CI2510 - Convergys Site Redevelopment, and

WHEREAS, an error in Section 2 of Resolution No. 16175 was subsequently discovered in which funds in excess of that required for the Convergys Site Redevelopment Project were directed to be transferred, budgeted, and appropriated into project account CI2510, and

WHEREAS, an amendment to Section 2 of Resolution No. 16175 is required, NOW THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Section 2 of Resolution No. 16175 passed on November 10, 2025 is here by deleted in its entirety and amended to read as follows:

SECTION 2.

The Director of Finance is directed to transfer funds in the total amount of $600,000.00 by transferring $85,310.52 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 $105,199.06 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.

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 upon passage and approval.

INTRODUCED: December 22, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

ATTESTED BY: Signed by: Vincent Petkosek 330F90D300E24F8...
DEPUTY CITY CLERK

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: December 22, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Benjamin Valdez, Director of Transit

SUBJECT: ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF THE OPERATING AGREEMENT FEDERAL TRANSIT ADMINISTRATION CO-2025-020-00 OF FY2024 SECTION 5307 OPERATING GRANT, RELATING AWARD NO. CO-2025-020-00, BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE UNITED STATES OF AMERICA, DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION, IN THE AMOUNT OF $3,181,584

SUMMARY:

Attached is a Grant Agreement between the City of Pueblo, a Colorado Municipal Corporation and the United States of America for FY 2024 Transit Operating expenditures.

PREVIOUS COUNCIL ACTION:

Council has previously approved the FY 2020 & 2023 Operating Grant between the City of Pueblo and the Federal Transit Administration to subsidize the City's mass transit system.

BACKGROUND:

Pursuant to Federal Transit Administration Award No. # CO-2025-020-00, the City has been awarded $3,181,584 FY 2024 5307 funding. These funds are intended to subsidize Pueblo Transit's additional operating expenditures incurred in FY 2024/2025.

FINANCIAL IMPLICATIONS:

The anticipated total project cost is $5,635,131.00. The Federal share is $3,181,584 and the required local match is $2,453,547.

BOARD/COMMISSION RECOMMENDATION:

Pueblo Transit Board recommends approval.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

The alternative, should this Ordinance not pass, is for the City of Pueblo to provide all funding necessary to cover expenditures incurred in FY 2024/2025.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Grant Award Letter - FTA CO-2025-020-00

ORDINANCE NO.

ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF THE OPERATING AGREEMENT FEDERAL TRANSIT ADMINISTRATION CO-2025-020-00 OF FY2024 SECTION 5307 OPERATING GRANT, RELATING AWARD NO. CO-2025-020-00, BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE UNITED STATES OF AMERICA, DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION, IN THE AMOUNT OF $3,181,584

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

SECTION 1.

The Operating Grant Agreement, CO-2025-020-00, dated January 1, 2025, relating to Award No. CO-2025-020-00, between the City of Pueblo, a Colorado Municipal Corporation and the United States of America, Department of Transportation, Federal Transit Administration, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute said Grant Agreement on behalf of the City of Pueblo. The City Clerk shall affix the Seal of the City to the Grant Agreement and attest the same.

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 agreement to effectuate the transactions described therein.

SECTION 4.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____
_____
_____
_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION

GRANT AGREEMENT
(FTA G-33)

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:
(1) "Federal Transit Administration Master Agreement," FTA MA(33), http://www.transit.dot.gov,
(2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
(3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM "FTA AWARD" OR "AWARD" IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, "AWARD" ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING FTA's AWARD DATE SET FORTH HEREIN.

FTA AWARD

Federal Transit Administration (FTA) hereby awards a Federal Grant as follows:

Recipient Information

Recipient Name: CITY OF PUEBLO, COLORADO MUNICIPAL BUILDING CORPORATION

Recipient ID: 1140

UEI: NJK3BNUDRHJ7

DUNS: 010620284

Award Information

Federal Award Identification Number (FAIN): CO-2025-020

Award with Amendment Number: CO-2025-020-00

Award Name: FY 2024 5307 Small Urban - Operating, Preventive Maintenance & ADA Paratransit

Award Start Date: 7/24/2025

Original Award End Date: 3/31/2026

Current Award End Date: 3/31/2026

Award Executive Summary: The City of Pueblo, CO applies FY 2024 Section 5307 Small Urban formula funds in the amount of $3,181,584 (full apportionment) federal, to fund fixed route and paratransit operations, 1% for security, and preventive maintenance for vehicles and facilities. The local match share will be provided by the City of Pueblo general fund.

Program Requirements:
1) This application includes the requirement for 1% of the apportionment to be used for security ($31,816) for the Pueblo Small UZA in the Operating Assistance Activity.
2) This application utilizes 20% of the FY 2024 apportionment towards ADA Paratransit Operating expenses using a capital cost share.

Pre-award authority will be utilized starting January 1, 2025. Actual pre-award expenditures and obligations will be reported in the initial FFR.

The following documents are attached to this application:
- STIP project listing & approval letter, and
- Program of Projects

Research and Development: This award does not include research and development activities.

Indirect Costs: This award does not include an indirect cost rate.

Suballocation Funds: Recipient organization is the Designated Recipient and can apply for and receive these apportioned funds.

Pre-Award Authority: This award is using Pre-Award Authority.

Award Budget

Total Award Budget: $5,635,131.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): $3,181,584.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): $2,453,547.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): $3,181,584.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): $2,453,547.00

Award Budget Control Totals

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$3,181,584
Local			$2,453,547
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$5,635,131**

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

DOL Decision: DOL Concurs - Certified
DOL Review Date: 6/12/2025
DOL Certification Date: 6/12/2025

Special Conditions

There are no special conditions.

FINDINGS AND DETERMINATIONS

By signing this Award on behalf of FTA, I am making all the determinations and findings required by federal law and regulations before this Award may be made.

FTA AWARD OF THE GRANT AGREEMENT

Awarded By:
David Beckhouse
Deputy Regional Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
Contact Info: david.beckhouse@dot.gov
Award Date: 7/24/2025

EXECUTION OF THE GRANT AGREEMENT

Upon full execution of this Grant Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:
(1) Affirms this FTA Award,
(2) Adopts and ratifies all of the following information it has submitted to FTA:
    (a) Statements,
    (b) Representations,
    (c) Warranties,
    (d) Covenants, and
    (e) Materials,
(3) Consents to comply with the requirements of this FTA Award, and
(4) Agrees to all terms and conditions set forth in this Grant Agreement.

Executed By:
Benjamin Valdez
Maintenance/Facilities Supervisor
CITY OF PUEBLO, COLORADO MUNICIPAL BUILDING CORPORATION
8/21/2025

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: December 22, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Benjamin Valdez, Director of Transit

SUBJECT: AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE PUEBLO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT RELATING TO ART INSTALLATIONS ON CITY OF PUEBLO BUS STOPS AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance approves an MOU with the Pueblo Department of Public Health and Environment for Bus Stop Art Installation

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

The Pueblo Department of Public Health and Environment (PDPHE) secured funds through the Arts in Society program. PDPHE, in collaboration with the City of Pueblo's transit and public works departments, is launching an initiative to beautify four bus stops near youth-friendly, prosocial spaces in different neighborhoods.

FINANCIAL IMPLICATIONS:

This agreement will have no financial effects on the City.

BOARD/COMMISSION RECOMMENDATION:

Pueblo Transit Board recommends approval.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

Should this Ordinance not pass Pueblo Department of Public Health and Environment would not be able to execute this project and spend there grant funding as prescribed.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. bus stop MOU_Clean 11-19-25 (002)

ORDINANCE NO.

AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE PUEBLO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT RELATING TO ART INSTALLATIONS ON CITY OF PUEBLO BUS STOPS AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

The Memorandum of Understanding ("Agreement") between Pueblo, a Colorado Municipal Corporation, and Pueblo Department of Public Health and Environment, attached hereto, having been approved as to form by the City Attorney, is hereby approved

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

Pueblo Department of Public Health & Environment

Memorandum of Understanding for Art Instillations on City of Pueblo Bus Stops

Parties:

This agreement ("Agreement") is made and entered into and effective as of _____, 2025 ("Effective Date"), by and between Pueblo Transit, a Colorado Non-Profit Corporation ("Transit") and the Pueblo Department of Public Health and Environment, a joint entity of the City of Pueblo, a Colorado Municipal Corporation ("City") and the County of Pueblo ("PDPHE"). Transit and PDPHE may each be referred to herein individually as "Party" or collectively as the "Parties".

Purpose*:*

Many people in Pueblo rely on buses to access resources, however studies show significant stigma toward this system. To address this stigma, the Pueblo Department of Public Health and Environment (PDPHE) secured funds through the Arts in Society program. PDPHE, in collaboration with the City of Pueblo's transit and public works departments, is launching an initiative to beautify four bus stops near youth-friendly, prosocial spaces in different neighborhoods. The project aims to increase youth transit ridership, community pride and connection, while decreasing stigma by creating safe, welcoming environments for teens and community members while revitalizing underserved neighborhoods. Each stop will feature artwork reflecting local voices as a means to foster community pride and ownership. The project will start in June 2025 and wrap up by April 30, 2027. Included for reference is a map of the four bus stop locations included in this project.

PDPHE responsibilities:

There will be a set standard amount of funding available for each bus stop and each artist, which will be communicated in a Request for Proposal (RFP) published by PDPHE. After artists apply, PDPHE will convene two review panels. The first review will come from the Mayor of Pueblo and the City's Public Information Officer, the Public Health Director and the Director of Community Engagement, Prevention and Response. This review will eliminate any artwork that would be unacceptable. Next, a review panel comprised of various local youth advisors, City representatives, PDPHE staff, and Communities That Care coalition members will be gathered. This panel will review each artist's application and select the individuals who will move forward to beautify the bus stops. The RFP and review criteria will be created and implemented in collaboration between PDPHE and City staff to ensure the guidelines and requirements are well thought out, clear, and transparent. Example criteria include but are not limited to accessibility of color gradients and lettering, tamper-proof paint selections, size, sustainability, cost, accessibility, community engagement, and design clarity. Artwork must not contain logos or any copywrite or trademarked material. A key factor in selection will be the artist's plan for involving local residents' feedback in the creative process and meeting the project's goals. PDPHE and the City of Pueblo must give final approval of the art prior to instillation.

Once awarded, artists will work with the review panel to ensure the project stays on track. The panel will meet with the artists at least three times during the project. After installation, the panel will visit the sites to assess impact.

Project outcomes will be shared with the City of Pueblo, the CTC coalition, contracted artists, Arts in Society, and various other communication avenues such as social media.

PDPHE will require contracted artists to follow all stipulations in the services agreement between PDPHE and the artists including timelines and special requirements. Artists will be supported to engage with neighborhood residents to ensure designs reflect the neighborhood's identity and/or history. This approach is vital, as art created by local artists is more likely to be respected and less prone to vandalism. Pursuant to agreement with PDPHE artists will be paid to cover materials, fees and compensation. The artist must complete the project within the given timeline and participate in check-ins with PDPHE and the review panel to ensure project timelines are met. Artists will be required to adhere to the guidelines including, but not limited to, inclusion of a space for a QR code for riders to scan, materials used, not interfering with the American with Disabilities Act ("ADA") accommodations at a stop, what surfaces may be covered and by what materials, and not using copyrighted or trademarked materials in the artwork. Artists will sign an agreement that they understand the ownership of the works created will transferred as delineated in this Agreement. Artists will be required to provide PDPHE a final mock-up of the art prior to final approval before any installation occurs. Artists will be required to agree to comply with all laws and regulations while installing and working on bus stops.

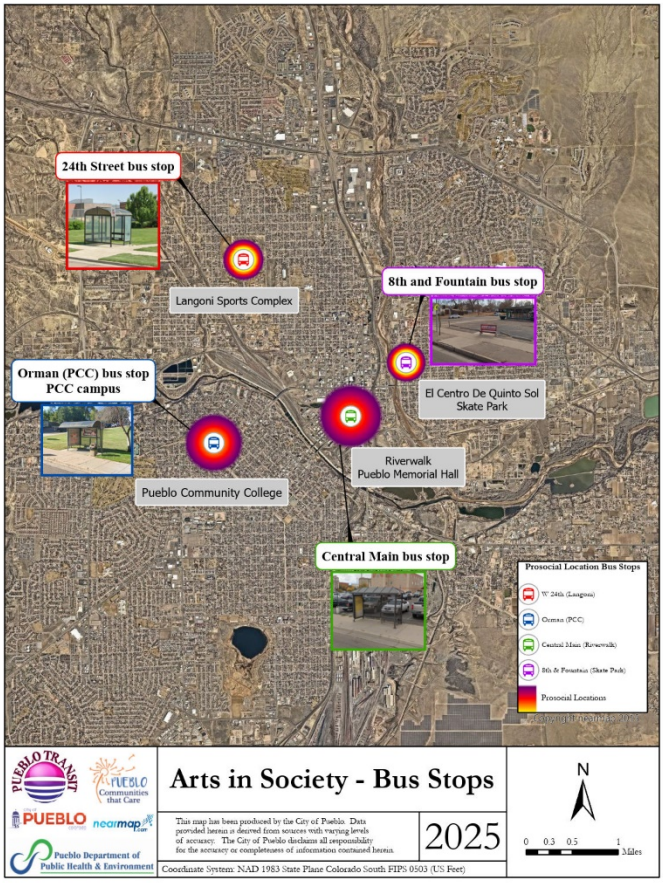
Contracted artists shall, at all times during the term of this Agreement, be deemed an independent contractor and not an employee of PDPHE or Transit.

City of Pueblo Responsibilities

Staff members from Pueblo public works and transportation departments will participate in development of the RFP to select artists and review proposals. Their participation will ensure any City requirements for the artists are included in the RFP and agreements between PDPHE and the selected artists. Once the artist is selected, Pueblo City agrees to give final approval of the art plan and allow artists to install the pieces or assist with installation as necessary after approval is given. City will be responsible for maintenance of the art or removal of art once unable to be maintained. City agrees to maintain the artwork for a minimum of two (2) years barring force majeure.

City can terminate the artist's permission to access the property at any time if any of the agreed upon requirements are not met, the Artist is breaking any laws or ordinances or otherwise causing a disruption. City agrees to notify PDPHE and the artist of this termination. PDPHE will then terminate the agreement with the artist as necessary.

Bus stop usage will be tracked by transportation and shared with PDPHE before and after installation to evaluate success in improving public transit experiences. Transit will share data with PDPHE quarterly from October 2025 through December 2027.



Contact Information: Any notice required to be given by the terms of this Agreement shall be deemed to have been given when the same is personally delivered or sent by first class mail, postage prepaid, addressed to the respective parties as follows:

PDPHE contacts:

Jessica Apodaca, Program Manager
Apodacaj@pueblocounty.us
719-664-0747

City of Pueblo contacts:

Public Works

Andrew Hayes, Transit Board President
211 E. D Street
Pueblo, CO 81003
719-553-2267
ahayes@pueblo.us

Transit

Benjamin Valdez, Director Pueblo Transit
350 Alan Hamel Ave.
Pueblo, CO 81003
719-553-2706

bvaldez@pueblo.us

With a copy of any notice to:

City Attorney
One City Hall Place, Third Floor
Pueblo, CO 81003

Authority:

This Agreement is entered into by and between the Parties in exercise of the authority set forth in the provisions herein.

Term:

The term of this Agreement shall begin on November 1, 2025 and terminate on December 31, 2027.

Ownership of Works Created:

Assignment of Copyright. The Artists will be required to sign an agreement that assigns, transfers, and conveys to the City all right, title and interest in and to the Artwork together with the copyright therein and the right to secure copyright registration therefore, in accordance with Sections 101, 204, and 205 of Title 17 of the United States Code, the Copyright Law of the United States. This assignment, transfer and conveyance includes, without limitation, any and all features, sections, and components of the Artwork, any and all works derived therefrom, the United States and worldwide copyrights therein, and any renewals or extensions thereof, and any and all other rights that the Artist now has or to which the Artist may become entitled under existing or subsequently enacted federal, state, or foreign laws, including, but not limited to the following rights: to reproduce, publish, and display the Artwork publicly, to prepare derivative works of and from the Artwork, to combine the Artwork with other materials, and to otherwise exploit and control the use of the Artwork.

All parties agree that the artwork will be available for use by PDPHE and Arts in Society in written reports, PDPHE website pages and on social medial platforms. Additionally, parties to this agreement may need to share the images, plans, imagery, etc. as required by the reporting requirements of the Parties and any funding for this project. Artist agreements will include the requirements listed herein.

Rights under the Visual Artists' Rights Act. To the extent the uses or removal of the Project under this Agreement affect any rights Artist may have under the provisions of federal or state law, including the 1990 Visual Artists' Rights Act, the Artist hereby knowingly waives any rights of preservation of the Artwork provided by those laws.

Termination and Suspension:

This Agreement may be terminated without cause by either Party at any time upon thirty (30) days prior written notice to the other Party. When required by law, this Agreement may be immediately suspended by either Party upon notice to the other Party; any such suspension shall not extend the term of this Agreement.

Force Majeure:

Neither Party shall be liable or responsible to the other party for any delay, loss, damage, failure or inability to perform under this Agreement due to an Event of Force Majeure, provided that the party claiming failure or inability to perform provides written notice to the other party within thirty (30) days of the date on which such party gains actual knowledge of such Event of Force Majeure. In the event of damage or destruction to a material portion of the bus stops or artwork ("Facility" or collectively "Facilities") by reason of fire, storm or other casualty loss that renders the facility (or a material portion thereof) untenantable, City shall use reasonable efforts to remedy such situation. If notwithstanding such efforts, such damage or destruction is expected to render the facility (or a material portion thereof) untenantable for a period estimated by an engineer or architect selected by City, of at least ninety (90) days from the date of such fire, storm or other casualty loss, either party may terminate this Agreement without any liability, upon written notice to the other.

Entire Agreement:

This Agreement represents the entire and integrated agreement between Parties, and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the subject matter of this Agreement. The Agreement may not be modified, changed, supplemented or terminated, nor may any obligations under this Agreement be waived or amended, except by written instrument signed by the duly authorized representatives of Parties.

Severability: Should any term or provision of this Agreement be determined to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected thereby, and each term or provision of this Agreement shall be valid and enforced as written to the full extent permitted by law.

Representation of Authority:

The undersigned hereby represent and warrant that they are authorized by the respective parties to execute this Agreement.

Assignment: This Agreement shall not be assigned by PDPHE without the prior written consent of the City, which consent may be granted, denied, or conditioned in City's sole and absolute discretion.

Subject to Law:

This Agreement is expressly made subject to the limitations of the Colorado Constitution.
Nothing in this Agreement is intended, nor should it be construed, to create or extend any rights, claims or benefits or assume any liability for or on behalf of any third party, or to waive any immunities or limitations otherwise conferred upon the City of Pueblo, a municipal corporation under or by virtue of federal or state law, including but not limited to the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq.
Nothing in this Agreement is intended to, or shall be deemed to constitute, a partnership or joint venture between the Parties, or to create any agency or partner relationship between the Parties. Neither Party shall hold itself out as a partner, joint venture, agent, or representative of the other under this Agreement.
PDPHE agrees to conform to all City policies, ordinances, and state and federal laws.
This Agreement and all other documents contemplated hereunder may be executed using electronic signatures with delivery via facsimile transmission, by scanning and transmission of electronic files in Portable Document Format (PDF) or other readily available file format, or by copy transmitted via email, or by other electronic means and in one or more counterparts, each of which shall be: (i) an original, and all of which taken together shall constitute one and the same

agreement, (ii) a valid and binding agreement and fully admissible under state and federal law, and (iii) enforceable in accordance with its terms.

A waiver by any Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party.

GOVERNING LAW AND VENUE:

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

IN WITNESS WHEREOF, City, Transit and PDPHE have executed this Agreement as of the Effective Date.

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: December 22, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE FEDERAL HIGHWAY ADMINISTRATION IN THE AMOUNT OF $959,559, TRANSFERRING $230,069.02 FROM HUAN01 TO PL2403, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $1,189,628.02 AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance approves an Intergovernmental Agreement ("IGA") between Pueblo, a Colorado Municipal Corporation ("City") and the Federal Highway Administration ("FHWA") relating to the 2024 Safe Streets 4 All Planning Grant in the amount of $959,559.00, transfers funds in the amount of $230,069.02 for the remainder of the required 20% match, and budgets and appropriates funds totaling $1,189,628.02 for the Project.

PREVIOUS COUNCIL ACTION:

Resolution 15859, dated December 23, 2024, established Project No. PL2403, Supplemental Planning and Demonstration in advance of the Pueblo Supplemental Planning and Demonstration SS4A Grant, transferred funds in the amount of $9,829.80 from the Wages/Police Service salary savings account for the future purchase of the Light Detection and Ranging (LiDar) technology.

BACKGROUND:

This Ordinance approves the grant agreement between the City and FHWA.

The City submitted a Federal Highway Administration (FHWA) grant for $959,559.00 to conduct supplemental planning as well as carry out demonstration activities. The supplemental planning portion of the grant includes revisions to the City of Pueblo *Roadway Classification Design Standards and Policies*, as well as providing

expanded data collection, safety analysis and evaluation of the Northern Avenue corridor. The demonstration portion of the grant includes construction on North Elizabeth Street, as well as purchase of camera hardware and software, counting hardware and software, LIght Detection And Randing (LIDAR) technology, and installation of yellow retroreflective on traffic signal backing plates.

A portion of the grant match was supplied by the Police Department for the LIDAR technology purchase, and has already been transferred to the Project Account.

FINANCIAL IMPLICATIONS:

The remaining matching funds in the amount of $230,069.02 are being transferred from Project HUAN01 to PL2403, Supplemental Planning and Demonstration.

Funds in the amount of $1,189,628.02 shall be budgeted and appropriated for Project No. PL2403.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Currently, there are no alternatives for completing the improvements without the funding from the 2024 SS4A Planning Grant funds.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. City of Pueblo FY24 SS4A Grant Agreement Draft
2. SS4A FY24 Terms and Conditions_3172025
3. SS4A FY24 Exhibits_3172025
4. GRANT CERTIFICATION

ORDINANCE NO.

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE FEDERAL HIGHWAY ADMINISTRATION IN THE AMOUNT OF $959,559, TRANSFERRING $230,069.02 FROM HUAN01 TO PL2403, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $1,189,628.02 AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

The Intergovernmental Agreement ("IGA") between the City of Pueblo, a Colorado Municipal Corporation, and the Federal Highway Administration (FHWA), Supplemental Planning & Demostration (SS4A), a copy of which is attached, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

Funds in the amount of $230,069.02 are hereby transferred from Project HUAN01 to Project PL2403, Supplemental Planning and Demonstration Project and budgeted and appropriated for the Supplemental Planning and Demonstration project.

SECTION 3.

Subject to encumbrances by the Federal Highway Administration (FHWA), and funds from the 2024 Safe Streets for All - SS4A Program in the amount of $959,559.00 are hereby budgeted and appropriated for the Supplemental Planning and Demonstration Project, PL2403.

SECTION 4.

The Mayor is authorized to execute and deliver the IGA 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 5.

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 6.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

1. Federal Award No.

2. Effective Date
See No. 16 Below

3. Assistance Listings No.
20.939

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 Safety
1200 New Jersey Avenue, SE
HSSA-1, Mail Drop E71-117
Washington, DC 20590

6. Period of Performance
Effective Date of Award – 30 months

7. Total Amount

Federal Share:	$959,559
Recipient Share:	$239,890
Other Federal Funds:	$0
Other Funds:	$0
Total:	$1,199,449

8. Type of Agreement
Grant

9. Authority
Section 24112 of the Infrastructure Investment and Jobs Act (IIJA, Pub. L. 117–58, November 15, 2021)

10. Procurement Request No.

11. Federal Funds Obligated
Base Phase (Preliminary Design &NEPA): $900,639

12. Submit Payment Requests To
See Article 5.

13. Accounting and Appropriations Data

14. Description of the Project

Revision of City of Pueblo Roadway Classification Design Standards and Policies. Additional safety analysis and expanded data collection and evaluation of Northern Avenue corridor from Bandera Parkway to Abriendo Avenue including Ventana neighborhood access, using integrated data from the Comprehensive Safety Action Plan. Quick-build strategies based on MUTCD Engineering Studies on North Elizabeth Street from 29th

Street to Highway 50 to improve pedestrian crossing. Implementation of hardware and software for traffic study. Implementation of commercially available LIght Detection and Ranging technology used for measuring speed to address serious safety violations of drivers. Purchase of a handheld mobile retroreflectometer to assess a pavement marking or sign's nighttime visibility. Implementation of yellow retroreflective backing plates on traffic signal at intersections with high crash data.

RECIPIENT

15. Signature of Person Authorized to Sign

_____

Signature Date

Name: Heather Graham

Title: City of Pueblo Mayor

FEDERAL HIGHWAY ADMINISTRATION

16. Signature of Agreement Officer

_____

Signature Date

Name:

Title: Agreement Officer

U.S. DEPARTMENT OF TRANSPORTATION

GRANT AGREEMENT UNDER THE
FISCAL YEAR 2024 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM

This agreement is between the United States Department of Transportation's (the "**USDOT**") Federal Highway Administration (the "**FHWA**") and the City of Pueblo, a Colorado municipal corporation (the "**Recipient**").

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All ("**SS4A**") Grant for the Pueblo Supplemental Planning and Demonstration project.

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 2024 Safe Streets and Roads for All ("SS4A") Grant Program," dated November 4, 2025, which is available at https://www.transportation.gov/grants/ss4a/grant-agreements under "Fiscal Year 2024." Articles 7–33 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.

(b) The Recipient acknowledges that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (IIJA, div. G §§ 70901-27).

(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, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

ARTICLE 2
APPLICATION, PROJECT, AND AWARD

2.1 Application.

Application Title: Pueblo Supplemental Planning and Demonstration

Application Date: April 3, 2024

2.2 Award Amount.

SS4A Grant Amount: $959,559

2.3 Federal Obligation Information.

Federal Obligation Type: Multiple

Obligation Condition Table		
Phase the Project	**Allocation of the SS4A Grant**	**Obligation Condition**
Base Phase: Preliminary Design & NEPA	$900,639	

Obligation Condition Table		
Phase the Project	**Allocation of the SS4A Grant**	**Obligation Condition**
Option Phase 1: Final Design. Right-of-Way, and Utility Relocation	$1,000	The Recipient shall not expend any funds (Federal or non-Federal) for, seek reimbursement of eligible costs, or otherwise begin any part of the final design and construction of an Implementation Project unless and until: (1) The requirements of the National Environmental Policy Act (42 U.S.C. § 4321 et seq.) ("NEPA"), Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f) ("NHPA"), and any other applicable environmental laws and regulations have been met; and (2) FHWA, or a State with applicable NEPA Assignment authority, has approved the NEPA document for the Project and provided the Recipient with a written notice that the environmental review process is complete; and (3) FHWA has obligated additional funds for this phase and notified the Recipient in writing that the Recipient may proceed to the next activity after NEPA approval, and the Recipient has acknowledged receipt in writing of FHWA's notification. Recipient shall not proceed with any such activities until (2) and (3) as described in this section are met. Costs that are incurred before (2) and (3) as described in this section are met are not allowable costs under this agreement. Extent of activities that are permissible before NEPA is complete are those activities constituting "preliminary design" as specified in FHWA Order 6640.1A.

Obligation Condition Table		
Phase the Project	**Allocation of the SS4A Grant**	**Obligation Condition**
Option Phase 2: Construction (Demonstration)	$57,920	The Recipient shall not expend any funds (Federal or non-Federal) for, seek reimbursement of eligible costs, or otherwise begin any part of the construction or final design and construction of a Project unless and until: (1) The requirements of the National Environmental Policy Act (42 U.S.C. § 4321 et seq.) ("NEPA"), Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f) ("NHPA"), and any other applicable environmental laws and regulations have been met; and (2) FHWA, or a State with applicable NEPA Assignment authority, has approved the NEPA document for the Project and provided the Recipient with a written notice that the environmental review process is complete; and (3) FHWA has obligated additional funds for this phase and notified the Recipient in writing that the Recipient may proceed to the next activity after NEPA approval, and the Recipient has acknowledged receipt in writing of FHWA's notification. Recipient shall not proceed with any such activities until (2) and (3) as described in this section are met. Costs that are incurred before (2) and (3) as described in this section are met are not allowable costs under this agreement. Extent of activities that are permissible before NEPA is complete are those activities constituting "preliminary design" as specified in FHWA Order 6640.1A.

2.4 Budget Period.

Base Phase Budget Period: Execution of the award to 12/31/27

Option Phase 1 Budget Period: Reserved

Option Phase 2 Budget Period: Reserved

2.5 Grant Designation.

Designation: Planning and Demonstration

ARTICLE 3
SUMMARY PROJECT INFORMATION

3.1 Summary of Project's Statement of Work.

Planning and Demonstration Narrative: The City is currently benefiting from a FY2022 SS4A award to improve roadway safety by significantly reducing or eliminating roadway fatalities and serious injuries through comprehensive safety action plan (referred to herein as Action Plan) development and refinement and implementation focused on all users, including pedestrians, bicyclists, public transportation users, motorists, personal conveyance and micromobility users, and commercial vehicle operators. A FY2024 SS4A award will enhance the safety plan with complementary but distinctive activities.

The project will be completed in three phases.

Base Phase: Preliminary Design and NEPA:

- Revision of City of Pueblo *Roadway Classification Design Standards and Policies*, last updated November 2004.
- Additional safety analysis and expanded data collection and evaluation of Northern Avenue corridor from Bandera Parkway to Abriendo Avenue including Ventana neighborhood access, using integrated data from the Comprehensive Safety Action Plan ("Supplemental Action Plan")
- Preliminary design and NEPA of high-visibility crosswalk markings, bike lane treatments, paint and plastic delineator posts to experiment with impermanent roadway design changes, use of signage, and crossing refuge) on North Elizabeth Street from 29th Street to Highway 50 to improve pedestrian crossing.
- Purchase of hardware and software equipment, including counting equipment with artificial intelligence.
- Purchase of LiDAR technology equipment and handheld mobile retroreflectometer.

Purchase and installation by City Staff of yellow retroreflective backing plates on traffic signals.

Option Phase 1: Final Design, Right-of-Way, and Utility Relocation:

Final Design and possible right-of-way acquisition for high-visibility crosswalk markings, bike lane treatments, paint and plastic delineator posts to experiment with impermanent roadway design changes, use of signage, and crossing refuge) on North Elizabeth Street from 29th Street to Highway 50 to improve pedestrian crossing.

Option Phase 2: Construction:

Construction of high-visibility crosswalk markings, bike lane treatments, paint and plastic delineator posts to experiment with impermanent roadway design changes, use of signage, and crossing refuge) on North Elizabeth Street from 29th Street to Highway 50 to improve pedestrian crossing.

3.2 Project's Estimated Schedule.

Demonstration Activity Schedule

Milestone	Schedule Date
Planned NEPA Completion Date:	12/31/2026

Planned Construction Substantial Completion and Open to Public Use Date:	6/30/2028
Planned SS4A Final Report Date:	6/30/2028

Supplemental Planning Schedule

Milestone	Schedule Date
Planned Final Plan Publicly Available Date:	12/31/2027
Planned SS4A Final Report Date:	12/31/2027

Project's Estimated Costs.

(a) Eligible Project Costs

Eligible Project Costs	
SS4A Grant Amount:	$959,559
Other Federal Funds:	$0
State Funds:	$0
Local Funds:	$239,890
In-Kind Match:	$0
Other Funds:	$0
Total Eligible Project Cost:	$1,199,449

(b) Cost Classification Table – For Planning and Demonstration Grants with demonstration activities and Implementation Grants Only

Cost Classification	Total Costs	Non-SS4A Previously Incurred Costs	Eligible Costs
Architectural and engineering fees	$366,500		**$366,500**
Construction	$72,400		**$72,400**
Equipment	$746,149		**$746,149**
Miscellaneous (Supplies)	$14,400		**$14,400**
Project Total	**$1,199,449**		**$1,199,449**

(c) Indirect Costs

Indirect costs are allowable under this Agreement in accordance with 2 CFR part 200 and the

Recipient's approved Budget Application. In the event the Recipient's indirect cost rate changes, the Recipient will notify FHWA of the planned adjustment and provide supporting documentation for such adjustment. This Indirect Cost provision does not operate to waive the limitations on Federal funding provided in this document. The Recipient's indirect costs are allowable only insofar as they do not cause the Recipient to exceed the total obligated funding.

ARTICLE 4

CONTACT INFORMATION

4.1 Recipient Contact(s).

Andrew Hayes
Director of Public Works
City of Pueblo
211 East D Street Pueblo, CO 81003
719-553-2295
ahayes@pueblo.us

4.2 Recipient Key Personnel.

Name	Title or Position
Kelly Grisham	Public Works Department Project Coordinator
Eva Cosyleon	MPO Manager

4.3 USDOT Project Contact(s).

Safe Streets and Roads for All Program Manager
Federal Highway Administration
Office of Safety
HSSA-1, Mail Stop: E71-117
1200 New Jersey Avenue, S.E.
Washington, DC 20590
202-366-2822
SS4A.FHWA@dot.gov

and

Agreement Officer (AO)
Federal Highway Administration
Office of Acquisition and Grants Management
HCFA-42, Mail Stop E62-310
1200 New Jersey Avenue, S.E.
Washington, DC 20590
202-493-2402
HCFASS4A@dot.gov

and

Division Administrator – Colorado
Agreement Officer's Representative (AOR)
12300 W. Dakota Avenue, Suite 180
Lakewood, CO 80228
CO-DIV@dot.gov

and

Ajin Hu
FHWA Colorado Division Office Lead Point of Contact
Grants Program Manager
12300 W. Dakota Avenue, Suite 180
Lakewood, CO 80228
(720) 963-3071
ajin.hu@dot.gov

ARTICLE 5
USDOT ADMINISTRATIVE INFORMATION

5.1 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition and Grants Management

SUBAWARDS AND CONTRACTS APPROVAL

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the Agreement Officer (the "AO") are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327.

In accordance with 2 CFR 200.308(f)(6), the recipient or subrecipient shall obtain prior written approval from the USDOT agreement officer for the subaward, if the subaward activities were not proposed in the application or approved in the Federal award. This provision is in accordance with 2 CFR 200.308 (f) (6) and does not apply to procurement transactions for goods and services. Approval will be issued through written notification from the AO or a formal amendment to the Agreement.

The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

5.2 Reimbursement Requests

(a) The Recipient may request reimbursement of costs incurred within the budget period of this agreement if those costs do not exceed the amount of funds obligated and are allowable under the

applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.

(b) The Recipient shall use the DELPHI iSupplier System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.

(c) The Recipient's supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient's share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the Agreement Officer's Representative (the "**AOR**") may withhold processing that request until the Recipient provides sufficient detail.

(d) The USDOT shall not reimburse costs unless the AOR reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.

(e) In the rare instance the Recipient is unable to receive electronic funds transfers (EFT), payment by EFT would impose a hardship on the Recipient because of their inability to manage an account at a financial institution, and/or the Recipient is unable to use the DELPHI iSupplier System to submit their requests for disbursement, the FHWA may waive the requirement that the Recipient use the DELPHI iSupplier System. The Recipient shall contact the Division Office Lead Point of Contact for instructions on and requirements related to pursuing a waiver.

(f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

ARTICLE 6
SPECIAL GRANT TERMS

6.1 SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section 2.4 in this agreement.

6.2 The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.

6.3 SS4A Funds will be allocated to the Recipient and made available to the Recipient in accordance with FHWA procedures.

6.4 The Recipient of a Planning and Demonstration Grant acknowledges that the Supplemental Action Plan will be made publicly available and agrees that it will publish the final Supplemental Action Plan on a publicly available website.

6.5 The Recipient of a Planning and Demonstration Grant that involves a demonstration activity agrees to provide an assessment of each demonstration activity and update the existing Action Plan, which will incorporate the information gathered in the Action

Plan's list of projects or strategies and/or inform another part of the existing Action Plan. The Recipient also agrees that demonstration activities are temporary in nature and must be removed and/or ended following the conclusion of the project if the assessment of the demonstration activities does not affirm that the activities provide safety benefits.

6.6 The Recipient acknowledges that it is required to conduct certain environmental analyses and to prepare and submit to FHWA, or State with applicable NEPA Assignment authority, documents required under NEPA, and other applicable environmental statutes and regulations before the Government will obligate funds for Option Phase 1 under this agreement and provide the Recipient with a written notice to proceed with Option Phase 1.

6.7 The Government's execution of this agreement does not in any way constitute pre-approval or waiver of any of the regulations imposed upon Recipient under the applicable Federal rules, regulations and laws regarding SS4A projects undertaken in accordance with the terms and conditions of this agreement. The Recipient shall comply with all applicable Federal requirements before incurring any costs under this agreement.

6.8 The Recipient must coordinate its supplemental planning and/or demonstration activities with the jurisdiction that has an existing Action Plan in place that was used to apply for the supplemental planning and/or demonstration activities.

6.9 There are no other special grant requirements.

ATTACHMENT A
PERFORMANCE MEASUREMENT INFORMATION

Study Area: Within Pueblo City and County Area
Baseline Measurement Date: 3/1/2027
Baseline Report Date:4/1/2027

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency and Reporting Deadline
Safety Performance	Fatalities: Total annual fatalities in the project location(s)	Annually and within 120 days after the end of the period of performance
Safety Performance	Serious Injuries: Total annual serious injuries in the project location(s) [if available]	Annually and within 120 days after the end of the period of performance
Safety Performance	Crashes by Road User Category: Total annual crashes in the project location(s) broken out by types of roadway users involved (e.g., pedestrians, bicyclists, motorcyclist, passenger vehicle occupant, commercial vehicle occupant)	Annually and within 120 days after the end of the period of performance
Costs	Project Costs: Quantification of the cost of each eligible project carried out using the grant	Within 120 days after the end of the period of performance
Outcomes and Benefits	Quantitative Project Benefits: Quantification of evidence-based projects or strategies implemented (e.g., miles of sidewalks installed, number of pedestrian crossings upgraded, etc.)	Within 120 days after the end of the period of performance

Measure	Category and Description	Measurement Frequency and Reporting Deadline
Outcomes and Benefits	Qualitative Project Benefits: Qualitative description of evidence-based projects or strategies implemented (e.g., narrative descriptions, testimonials, high-quality before and after photos, etc.)	Within 120 days after the end of the period of performance
Outcomes and Benefits	Project Location(s): GIS/geo coordinate information identifying specific project location(s)	Within 120 days after the end of the period of performance
Lessons Learned and Recommendations	Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects or strategies to prevent death and serious injury on roads and streets.	Within 120 days after the end of the period of performance

ATTACHMENT B
CHANGES FROM APPLICATION

Scope: No Changes

Schedule: The project schedule has been revised from the Application Period of Performance end date (02/01/2026) to align with the phased approach outlined in the Statement of Work, while accounting for delays in grant agreement processing, environmental review, procurement, construction sequencing, and post-construction evaluation.

- Planned NEPA Completion Date: December 31, 2026 (previously December 31, 2025)
  The Base Phase (Preliminary design and NEPA) requires additional time for the preparation of exhibits and documentation for the NEPA clearance process. The new NEPA completion date also reflects the months delay in getting the grant agreement prepared and executed.

- Planned Construction Substantial Completion and Open to Public Use Date: June 30, 2028 (previously February 1, 2026). The Option Phase 1 and Option Phase 2 activities—final design of demonstration activities and procurement of pilot project devices require additional time due to procurement regulations, contractor and staff scheduling, and material lead times. Seasonal weather and equipment availability also impact construction timelines. Extending the substantial completion date provides sufficient time to complete all installation activities and open the project safely to the public.

- Planned SS4A Final Report Date: June 30, 2028 (previously March 31, 2026)
  Following installation and public use, the project team must collect and analyze "after data" to evaluate the effectiveness of safety countermeasures.

Period of Performance:

To encompass all phases of the project—including Pre-NEPA planning, design, procurement, installation, evaluation, and reporting—the revised period of performance is from the effective date of award to June 30, 2028.

Budget: No Changes

The table below provides a summary comparison of the project budget.

	Application		**Section 3.3**	
Fund Source	$	%	$	%
Previously Incurred Costs (Non-Eligible Project Costs)				
Federal Funds				
Non-Federal Funds				
Total Previously Incurred Costs				
Future Eligible Project Costs				
SS4AFunds				
Other Federal Funds				

Fund Source	Application		Section 3.3	
	$	%	$	%
Non-Federal Funds				
Total Future Eligible Project Costs				
Total Project Costs				

ATTACHMENT C

[RESERVED]

ATTACHMENT D

[RESERVED]

ATTACHMENT E
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.)*
	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.)*
X	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 Attachment B. *(Identify the relevant actions from Attachment 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. (please select one above)

The City of Pueblo is committed to fostering sustainable economic development and job creation through the implementation of its Safe Streets and Roads for All (SS4A) project. This initiative will not only enhance roadway safety for all users but also serve as a catalyst for local job creation, workforce development, and community empowerment—particularly in historically underserved areas of Pueblo.

ATTACHMENT F
CRITICAL SECURITY INFRASTRUCTURE AND RESILIENCE

1. Efforts to strengthen the Security and Resilience of Critical Infrastructure against both Physical and Cyber Threats.

The Recipient states that rows marked with "X" in the following table are accurate:

	The Recipient demonstrates, prior to the signing of this agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the activities.
X	The Recipient appropriately considered and addressed physical and cyber security and resilience in the planning, design and oversight of the project, as determined by the Department and the Department of Homeland Security.
X	The Recipient complies with 2 CFR 200.216 and the prohibition on certain telecommunications and video surveillance services or equipment.

2. Supporting Narrative.

The City of Pueblo has an internal policy that is Trade Agreements Act (TAA) compliant, meaning that procured equipment cannot be made in certain countries, including but not limited to, China and India. In addition, The City of Pueblo recognizes that transportation infrastructure is not only vital for mobility and safety but also a component of the broader critical infrastructure network. As such, the City is committed to ensuring that all SS4A-funded activities incorporate strategies to enhance the security, resilience, and continuity of critical infrastructure systems—particularly those involving information technology (IT) and operational technology (OT).

ATTACHMENT G

[RESERVED]

U.S. DEPARTMENT OF TRANSPORTATION

GENERAL TERMS AND CONDITIONS UNDER THE FISCAL YEAR 2024 SAFE STREETS AND ROADS FOR ALL ("SS4A") GRANT PROGRAM: FHWA PROJECTS

Date: June 13, 2024
Revised: October 1, 2024
Revised: March 17, 2025

Table of Contents

Article 7 Purpose 6
7.1 Purpose 6
Article 8 USDOT Role 6
8.1 Division of USDOT Responsibilities 6
8.2 USDOT Program Contact 7
Article 9 Recipient Role 7
9.1 Statements on the Project 7
9.2 Statements on Authority and Capacity 7
9.3 USDOT Reliance 8
9.4 Project Delivery 8
9.5 Rights and Powers Affecting the Project 8
9.6 Notification of Changes to Key Personnel 9
Article 10 Award Amount, Obligation, and Time Periods 9
10.1 Federal Award Amount 9
10.2 Federal Obligations 9
10.3 Budget Period 10
10.4 Period of Performance 10
Article 11 Statement of Work, Schedule, and Budget Changes 11
11.1 Notification Requirement 11
11.2 Statement of Work Changes 11
11.3 Schedule Changes 11
11.4 Budget Changes 11
11.5 USDOT Acceptance of Changes 12
Article 12 General Reporting Terms 12
12.1 Report Submission 12
12.2 Alternative Reporting Methods 13
12.3 Paperwork Reduction Act Notice 13
Article 13 Progress and Financial Reporting 13
13.1 Quarterly Performance Progress Reports 13
13.2 Quarterly Financial Status 13
13.3 Final Performance Progress Reports and Financial Status 13
Article 14 Performance Reporting 14
14.1 Baseline Performance Measurement 14
14.2 SS4A Final Report 14
14.3 Performance Measurement Information 15
14.4 Performance Reporting Survival 15
14.5 Program Evaluation 15
Article 15 Noncompliance and Remedies 15
15.1 Noncompliance Determinations 15
15.2 Remedies 16
15.3 Other Oversight Entities 17
Article 16 Agreement Termination 17
16.1 USDOT Termination 17
16.2 Closeout Termination 18
16.3 Post-Termination Adjustments 18
16.4 Non-Terminating Events 18
16.5 Other Remedies 18

Article 17 Monitoring, Financial Management, Controls, and Records 18
17.1 Recipient Monitoring and Record Retention. 18
17.2 Financial Records and Audits. 19
17.3 Internal Controls. 19
17.4 USDOT Record Access. 19
Article 18 Contracting and Subawards 19
18.1 Build America, Buy America. 19
18.2 Small and Disadvantaged Business Requirements. 22
18.3 Engineering and Design Services. 22
18.4 Foreign Market Restrictions 23
18.5 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment 23
18.6 Recipient Responsibilities for Subawards 23
18.7 Subaward and Contract Authorization. 23
Article 19 Costs, Payments, and Unexpended Funds 23
19.1 Limitation of Federal Award Amount. 23
19.2 Projects Costs. 23
19.3 Timing of Project Costs. 23
19.4 Recipient Recovery of Federal Funds. 24
19.5 Unexpended Federal Funds. 24
19.6 Timing of Payments to the Recipient. 24
19.7 Payment Method.. 24
19.8 Information Supporting Expenditures 24
19.9 Reimbursement Frequency. 24
19.10 Match. 24
Article 20 Liquidation, Adjustments, and Funds Availability 25
20.1 Liquidation of Recipient Obligations. 25
Article 21 Agreement Modifications 25
21.1 Bilateral Amendments 25
21.2 Unilateral Contact Modifications. 25
21.3 USDOT Unilateral Modifications. 25
21.4 Other Modifications. 25
Article 22 [RESERVED] 25
22.1 [RESERVED]. 25
Article 23 [RESERVED] 26
23.1 [RESERVED]. 26
Article 24 Labor and Workforce 26
24.1 Labor and Workforce 26
Article 25 Critical Infrastructure Security and Resilience 26
25.1 Critical Infrastructure Security and Resilience 26
Article 26 Civil Rights and Title VI 26
26.1 Civil Rights and Tile VI 26
Article 27 Federal Financial Assistance, Administrative, and National Policy Requirements 27
27.1 Uniform Administrative Requirements for Federal Awards. 27
27.2 Federal Law and Public Policy Requirements. 27
27.3 Federal Freedom of Information Act. 28
27.4 History of Performance. 28
27.5 Whistleblower Protection. 28
27.6 External Award Terms and Obligations 28
27.7 Incorporated Certifications. 29

Article 28 Assignment 29
28.1 Assignment Prohibited. 29
Article 29 Waiver 29
29.1 Waivers. 29
Article 30 Additional Terms and Conditions 30
30.1 Effect of Planning and Demonstration or Implementation Award. 30
30.2 Disclaimer of Federal Liability. 30
30.3 Environmental Review 30
30.4 Railroad Coordination. 31
30.5 Relocation and Real Property Acquisition. 32
30.6 Equipment Disposition 32
Article 31 Mandatory Award Information 32
31.1 Information Contained in a Federal Award. 32
Article 32 Construction and Definitions 33
32.1 Attachments. 33
32.2 Exhibits. 33
32.3 Construction. 33
32.4 Integration. 33
32.5 Definitions 33
Article 33 Agreement Execution and Effective Date 34
33.1 Counterparts. 34
33.2 Effective Date. 34

Index of Definitions

Administering Operating Administration 7
Environmental Review Entity……....29
Federal Share 12
FHWA..... 7
NOFO..... 6
OMB 13
Program Statute..... 32
Project……22
Project Closeout..... 18
SS4A Grant..... 32
USDOT 6

GENERAL TERMS AND CONDITIONS

The Infrastructure Investment and Jobs Act (Pub. L. 117–58, November 15, 2021; also referred to as the "IIJA") established the Safe Streets and Roads for All (the "SS4A") Discretionary Grant Program (IIJA Section 24112) and appropriated funds to the United States Department of Transportation (the "**USDOT**") under Division J, Title VIII of IIJA to implement the program. The funds are available to provide Federal financial assistance to support local initiatives to prevent death and serious injury on roads and streets, commonly referred to as "Vision Zero" or "Toward Zero Deaths" initiatives.

The USDOT published a Notice of Funding Opportunity (the "**NOFO**") to solicit applications for Federal financial assistance in Fiscal Year 2024 for the SS4A Discretionary Grant Program.

These general terms and conditions are incorporated by reference in a project-specific grant agreement under the fiscal year 2024 SS4A grant program. Articles 1–6 are in the project-specific portion of the agreement. The term "Recipient" is defined in the project-specific portion of the agreement. Attachments A through F are project-specific attachments.

ARTICLE 7
PURPOSE

7.1 Purpose. The purpose of this award is to improve roadway safety by significantly reducing or eliminating roadway fatalities and serious injuries through safety action plan development or projects focused on all users, including pedestrians, bicyclists, public transportation users, motorists, personal conveyance and micromobility users, and commercial vehicle operators. The parties will accomplish that purpose by achieving the following objectives:

(1) timely completing the Project; and

(2) ensuring that this award does not substitute for non-Federal investment in the Project, except as proposed in the Grant Application, as modified by section 3.3 and Attachment B.

ARTICLE 8
USDOT ROLE

8.1 Division of USDOT Responsibilities.

(a) The Office of the Secretary of Transportation is ultimately responsible for the USDOT's administration of the SS4A Grant Program.

(b) The Federal Highway Administration (the "**FHWA**") will administer this grant agreement on behalf of the USDOT. In this agreement, the "**Administering Operating Administration**" means the FHWA.

8.2 USDOT Program Contact.

Safe Streets and Roads for All
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue SE
HSSA-1, Mail Drop E71-117
Washington, DC 20590
SS4A.FHWA@dot.gov
(202) 366-2822

ARTICLE 9
RECIPIENT ROLE

9.1 Statements on the Project. The Recipient states that:

(1) all material statements of fact in the Grant Application were accurate when that application was submitted; and

(2) Attachment B documents all material changes in the information contained in that application.

9.2 Statements on Authority and Capacity. The Recipient states that:

(1) it has the authority to receive Federal financial assistance under this agreement;

(2) it has the legal authority to complete the Project, including either ownership and/or maintenance responsibilities over a roadway network; safety responsibilities that affect roadways; or has an agreement from the agency that has ownership and/or maintenance responsibilities for the roadway within the applicant's jurisdiction; if applicable;

(3) it has the capacity, including institutional, managerial, and financial capacity, to comply with its obligations under this agreement;

(4) not less than the difference between the "Total Eligible Project Cost" and the "SS4A Grant Amount" listed in section 3.3 are committed to fund the Project;

(5) it has sufficient funds available, or an agreement with the agency that has ownership and/or maintenance responsibilities for the roadway within the

recipient's jurisdiction, to ensure that infrastructure completed or improved under this agreement will be operated and maintained in compliance with this agreement and applicable Federal law; and

(6) the individual executing this agreement on behalf of the Recipient has authority to enter this agreement and make the statements in this article 9 and in section 27.7 on behalf of the Recipient.

9.3 USDOT Reliance. The Recipient acknowledges that:

(1) the USDOT relied on statements of fact in the Grant Application to select the Project to receive this award;

(2) the USDOT relied on statements of fact in both the Grant Application and this agreement to determine that the Recipient and the Project are eligible under the terms of the NOFO;

(3) the USDOT relied on statements of fact in both the Grant Application and this agreement to establish the terms of this agreement; and

(4) the USDOT's selection of the Project to receive this award prevented awards under the NOFO to other eligible applicants.

9.4 Project Delivery.

(a) The Recipient shall complete the Project under the terms of this agreement.

(b) The Recipient shall ensure that the Project is financed, constructed, operated, and maintained in accordance with all applicable Federal laws, regulations, and policies.

(c) The Recipient shall provide any certifications or assurances deemed necessary by the USDOT in ensuring the Recipient's compliance with all applicable laws, regulations, and policies.

(d) The Recipient shall provide access to records as provided at 2 C.F.R. 200.337.

9.5 Rights and Powers Affecting the Project.

(a) The Recipient shall not take or permit any action that deprives it of any rights or powers necessary to the Recipient's performance under this agreement without written approval of the USDOT.

(b) The Recipient shall act, in a manner acceptable to the USDOT, promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others that would interfere with the Recipient's performance under this agreement.

9.6 Notification of Changes to Key Personnel. The Recipient shall notify all USDOT representatives who are identified in Section 4.3 in writing within 30 calendar days of any change in key personnel who are identified in Section 4.2.

ARTICLE 10
AWARD AMOUNT, OBLIGATION, AND TIME PERIODS

10.1 Federal Award Amount The USDOT hereby awards a SS4A Grant to the Recipient in the amount listed in section 2.2 as the SS4A Grant Amount.

10.2 Federal Obligations.

This agreement obligates funds for the period of performance listed on Page 1, Block 6 of the grant agreement.

(a) If the Federal Obligation Type identified in section 2.3 is "Single," then the project-specific agreement obligates for the budget period the amount listed in Section 2.2. as the Grant Amount and sections 10.2 (c)–10.2(f) do not apply to the project specific agreement.

(b) If the Federal Obligation Type identified in section 2.3 is "Multiple," (for phased agreements) then an amount up to the Grant Amount listed in Section 2.2 will be obligated with one initial obligation and one or more subsequent, optional obligations, as described in sections 10.2(c)–10.2(f).

(c) The Obligation Condition Table in section 2.3 allocates the Grant funds among separate phases of the Project for the purpose of the Federal obligation of funds. The scope of each phase of the Project that is identified in that table is described in section 2.3.

(d) The project-specific agreement obligates for the budget period only the amounts allocated in the Obligation Condition Table in section 2.3 to portions of the Project for which that table does not list an obligation condition.

(e) The project-specific agreement does not obligate amounts allocated in the Obligation Condition Table in section 2.3 to portions of the Project for which that table lists an obligation condition. The parties may obligate the amounts allocated to those portions of the Project only by modifying the project specific agreement under section 21.

(f) For each portion of the Project for which the Obligation Condition Table in section 2.3 lists an obligation condition, the amount allocated in that table to that portion of the Project will be obligated if the condition is met not later than the date listed in Section 2.4 of the project-specific agreement.

(g) For any portion of the Project for which the Obligation Condition Table in section 2.3 lists an obligation condition, if the obligation condition is satisfied, the parties amend this agreement documenting that:

(1) the FHWA determines that the obligation condition listed in that table for that portion of the Project is satisfied; and

(2) the FHWA determines that all applicable Federal requirements for obligating the amount are satisfied.

(h) The Recipient shall not request reimbursement of costs for a portion of the Project for which the Obligation Condition Table in section 2.3 lists an obligation condition, unless the amount allocated in that table to that portion of the Project is obligated under section 10.2(c)-(f).

(i) Reserved.

(j) The Recipient acknowledges that:

(1) the FHWA is not liable for payments for a portion of the Project for which the Obligation Condition Table in section 2.3 lists an obligation condition, unless the amount allocated in that table to that portion of the Project is obligated under section 10.2(c)-(f);

(2) any portion of the Grant that is not obligated under this section 10.2 by the budget period end date identified in the project-specific agreement for those funds lapses on the day after that date and becomes unavailable for the Project; and

(3) the FHWA may consider the failure to obligate funds by the budget period end date identified in the project-specific agreement as applicable to the Grant Program for those funds to be a basis for terminating the project-specific agreement under section 16.

10.3 Budget Period

The budget period for this award begins on the effective date of this agreement and ends on the budget period end date that is listed in section 2.4, which shall be no later than 5 years from the date of grant execution. In this agreement, “budget period” is used as defined at 2 C.F.R. 200.1.

10.4 Period of Performance.

(a) The period of performance for this award begins on the effective date of award listed in page 1, Block 2 and ends on the period of performance end date that is listed in Page 1, Block 6.

(b) In this agreement, “period of performance” is used as defined at 2 C.F.R. 200.1.

ARTICLE 11
STATEMENT OF WORK, SCHEDULE, AND BUDGET CHANGES

11.1 Notification Requirement. The Recipient shall notify all USDOT representatives who are identified in section 4.3 in writing within 30 calendar days of any change in circumstances or commitments that adversely affect the Recipient's plan to complete the Project. In that notification, the Recipient shall describe the change and what actions the Recipient has taken or plans to take to ensure completion of the Project. This notification requirement under this section 11.1 is separate from any requirements under this article 11 that the Recipient request amendment of this agreement.

11.2 Statement of Work Changes. If the Project's activities differ from the statement of work that is described in section 3.1 and Attachment B, then the Recipient shall request an amendment of this agreement to update section 3.1.

11.3 Schedule Changes. If one or more of the following conditions are satisfied, then the Recipient shall request an amendment of this agreement to update the relevant date(s):

(1) a substantial completion date for the Project or a component of the Project that is listed in section 3.2 and the Recipient's estimate for that milestone changes to a date that is more than six months after the date listed in section 3.2; or

(2) a schedule change would require the period of performance to continue after the period of performance end date listed on Page 1, Block 6 (i.e., for projects with multiple phases, changes to the base phase budget period end date for projects with two phases, or changes to base or secondary phase budget period end dates for projects with three phases, etc., will not trigger notification/modification requirements).

For other schedule changes, the Recipient shall request an amendment of this agreement unless the USDOT has consented, in writing consistent with applicable requirements, to the change.

11.4 Budget Changes.

(a) The Recipient acknowledges that if the cost of completing the Project increases:

(1) that increase does not affect the Recipient's obligation under this agreement to complete the Project; and

(2) the USDOT will not increase the amount of this award to address any funding shortfall.

(b) The Recipient shall request an amendment of this agreement to update section 3.3 and Attachment B if, in comparing the Project's budget to the amounts listed in section 3.3:

(1) the "Non-Federal Funds" amount decreases; or

(2) the "Total Eligible Project Cost" amount decreases.

(c) For budget changes that are not identified in section 11.4(b), the Recipient shall request an amendment of this agreement to update section 3.3 and Attachment B unless the USDOT has consented, in writing consistent with applicable requirements, to the change.

(d) If the actual eligible project costs are less than the "Total Eligible Project Cost" that is listed in section 3.3, then the Recipient may propose to the USDOT, in writing consistent with applicable requirements, specific additional activities that are within the scope of this award, as defined in sections 7.1 and 3.1, and that the Recipient could complete with the difference between the "Total Eligible Project Cost" that is listed in section 3.3 and the actual eligible project costs.

(e) If the actual eligible project costs are less than the "Total Eligible Project Cost" that is listed in section 3.3 and either the Recipient does not make a proposal under section 11.4(d) or the USDOT does not accept the Recipient's proposal under section 11.4(d), then:

(1) in a request under section 11.4(b), the Recipient shall reduce the Federal Share by the difference between the "Total Eligible Project Cost" that is listed in section 3.3 and the actual eligible project costs; and

(2) if that amendment reduces this award and the USDOT had reimbursed costs exceeding the revised award, the Recipient shall request to add additional project work that is within the scope of this project.

In this agreement, "**Federal Share**" means the sum of the "SS4A Grant Amount" and the "Other Federal Funds" amounts that are listed in section 3.3(a).

(f) The Recipient acknowledges that amounts that are required to be refunded under section 11.4(e)(2) constitute a debt to the Federal Government that the USDOT may collect under 2 C.F.R. 200.346 and the Standards for Administrative Collection of Claims (31 C.F.R. part 901).

11.5 USDOT Acceptance of Changes. The USDOT may accept or reject amendments requested under this article 11, and in doing so may elect to consider only the interests of the SS4A grant program and the USDOT. The Recipient acknowledges that requesting an amendment under this article 11 does not amend, modify, or supplement this agreement unless the USDOT accepts that amendment request and the parties modify this agreement under section 21.1.

ARTICLE 12
GENERAL REPORTING TERMS

12.1 Report Submission. The Recipient shall send all reports required by this agreement to all USDOT contacts who are listed in section 4.3. Reports will be added to a central repository maintained by FHWA.

12.2 Alternative Reporting Methods. FHWA may establish processes for the Recipient to submit reports required by this agreement, including electronic submission processes. If the Recipient is notified of those processes in writing, the Recipient shall use the processes required by the FHWA.

12.3 Paperwork Reduction Act Notice.

Under 5 C.F.R. 1320.6, the Recipient is not required to respond to a collection of information that does not display a currently valid control number issued by the Office of Management and Budget (the "**OMB**"). Collections of information conducted under this agreement are approved under OMB Control No. 2125-0675.

ARTICLE 13
PROGRESS AND FINANCIAL REPORTING

13.1 Quarterly Performance Progress Reports. Quarterly, on or before the 20th day of the first month of each calendar year (e.g., reports due on or before January 20th, April 20th, July 20th, and October 20th) and until the end of the period of performance, the Recipient shall submit to the USDOT a Quarterly Performance Progress Report in the format and with the content described in Exhibit C. If the date of this agreement is in the final month of a calendar year, then the Recipient shall submit the first Quarterly Performance Progress Report in the second calendar year quarter that begins after the date of this agreement.

13.2 Quarterly Financial Status. Quarterly, on or before the 20th day of the first month of each calendar year (e.g., reports due on or before January 20th, April 20th, July 20th, and October 20th) and until the end of the period of performance, the Recipient shall submit a Federal Financial Report using SF-425.

13.3 Final Performance Progress Reports and Financial Status. No later than 120 days after the end of the period of performance, the Recipient shall submit:

(1) a Final Performance Progress Report in the format and with the content described in Exhibit C for each Quarterly Performance Progress Report, including a final Federal Financial Report (SF-425); and

(2) any other information required under the Administering Operating Administration's award closeout procedures.

ARTICLE 14
PERFORMANCE REPORTING

14.1 Baseline Performance Measurement. Recipients of Implementation Grants or Planning and Demonstration Grants with demonstration activities shall:

(1) collect data for each performance measure that is identified in the Performance Measure Table in Attachment A, accurate as of the Baseline Measurement Date that is identified in Attachment A; and

(2) on or before the Baseline Report Date that is stated in Attachment A, the Recipient shall submit a Baseline Performance Measurement Report that contains the data collected under this section 14.1 and a detailed description of the data sources, assumptions, variability, and estimated levels of precision for each performance measure that is identified in the Performance Measure Table in Attachment A.

14.2 SS4A Final Report.

The Recipient shall submit to the USDOT, not later than 120 days after the end of the period of performance, a report in the format specified by FHWA and with the content described in Attachment A that describes, consistent with sections 24112(g)-(h) of IIJA:

(1) the costs of each eligible project and strategy carried out using the grant;

(2) the roadway safety outcomes and any additional benefits (e.g., increased walking, biking, or transit use without a commensurate increase in serious and fatal crashes, etc.) that each such project and strategy has generated, as—

- identified in the grant application; and
- measured by data to the maximum extent practicable;

(3) [RESERVED]

(4) the lessons learned, and any recommendations related to future projects or strategies to prevent death and serious injuries on roads and streets.

14.3 Performance Measurement Information.

For each performance measure identified to be submitted annually in the Performance Measure Table in Attachment A, not later than January 31 of each year, the Recipient shall submit to the USDOT a Performance Measurement Report containing the data collected in the previous calendar year and stating the dates when the data was collected.

14.4 Performance Reporting Survival.

The data collection and reporting requirements in this article 14 survive the termination of this agreement which is three years post period of performance.

14.5 Program Evaluation.

As a condition of grant award, the recipient may be required to participate in an evaluation undertaken by USDOT, or another agency or partner. The evaluation may take different forms such as an implementation assessment across grant recipients, an impact and/or outcomes analysis of all or selected sites within or across grant recipients, before/after photographs of the sites, qualitative activities such as videos describing the project and its impact on the community, or a benefit/cost analysis or assessment of return on investment. The Department may require applicants to collect data elements to aid the evaluation. As a part of the evaluation, as a condition of award, grant recipients must agree to: (1) make records available to the evaluation contractor; (2) provide access to program records, and any other relevant documents to calculate costs and benefits; (3) in the case of an impact analysis, facilitate the access to relevant information as requested; and (4) follow evaluation procedures as specified by the evaluation contractor or USDOT staff.

ARTICLE 15

NONCOMPLIANCE AND REMEDIES

15.1 Noncompliance Determinations.

(a) If the USDOT determines that the Recipient may have failed to comply with the United States Constitution, Federal law, or the terms and conditions of this agreement, the USDOT may notify the Recipient of a proposed determination of noncompliance. For the notice to be effective, it must be written and the USDOT must include an explanation of the nature of the noncompliance, describe a remedy, state whether that remedy is proposed or effective at an already determined date, and describe the process through and form in which the Recipient may respond to the notice.

(b) If the USDOT notifies the Recipient of a proposed determination of noncompliance under section 15.1(a), the Recipient may, not later than 7 calendar days after the notice, respond to that notice in the form and through the process described in that notice. In its response, the Recipient may:

(1) accept the remedy;

(2) acknowledge the noncompliance, but propose an alternative remedy; or

(3) dispute the noncompliance.

To dispute the noncompliance, the Recipient must include in its response documentation or other information supporting the Recipient's compliance.

(c) The USDOT may make a final determination of noncompliance only:

(1) after considering the Recipient's response under section 15.1(b); or

(2) if the Recipient fails to respond under section 15.1(b), after the time for that response has passed.

(d) To make a final determination of noncompliance, the USDOT must provide a notice to the Recipient that states the basis for that determination.

15.2 Remedies.

(a) If the USDOT makes a final determination of noncompliance under section 15.1(d), the USDOT may impose a remedy, including:

(1) additional conditions on the award;

(2) any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to USDOT; suspension or termination of the award; or suspension and disbarment under 2 C.F.R. part 180; or

(3) any other remedy legally available.

(b) To impose a remedy, the USDOT must provide a written notice to the Recipient that describes the remedy, but the USDOT may make the remedy effective before the Recipient receives that notice.

(c) If the USDOT determines that it is in the public interest, the USDOT may impose a remedy, including all remedies described in section 15.2(a), before making a final determination of noncompliance under section 15.1(d). If it does so, then the notice provided under section 15.1(d) must also state whether the remedy imposed will continue, be rescinded, or modified.

(d) In imposing a remedy under this section 15.2 or making a public interest determination under section 15.2(c), the USDOT may elect to consider the interests of only the USDOT.

(e) The Recipient acknowledges that amounts that the USDOT requires the Recipient to refund to the USDOT due to a remedy under this section 15.2 constitute a debt to the

Federal Government that the USDOT may collect under 2 C.F.R. 200.346 and the Standards for Administrative Collection of Claims (31 C.F.R. part 901).

15.3 Other Oversight Entities.

Nothing in this article 15 limits any party's authority to report activity under this agreement to the United States Department of Transportation Inspector General or other appropriate oversight entities.

ARTICLE 16
AGREEMENT TERMINATION

16.1 USDOT Termination.

(a) The USDOT may terminate this agreement and all its obligations under this agreement if any of the following occurs:

(1) the Recipient fails to obtain or provide any non-SS4A Grant contribution (all eligible project costs other than the SS4A Grant Amount, as described in section 3.3(a) of the grant agreement) or alternatives approved by the USDOT as provided in this agreement and consistent with article 3;

(2) a construction start date for the project or strategy is listed in section 3.2 and the Recipient fails to meet that milestone by six months after the date listed in section 3.2;

(3) a substantial completion date for the project or strategy is listed in section 3.2 and the Recipient fails to meet that milestone by six months after the date listed in section 3.2;

(4) the Recipient fails to comply with the terms and conditions of this agreement, including a material failure to comply with the schedule in section 3.2 even if it is beyond the reasonable control of the Recipient; or,

(5) the USDOT determines that termination of this agreement is in the public interest.

(6) the Recipient fails to expend the funds within 5 years after the date on which the government executes the grant agreement, which is the date funds are provided for the project.

(b) In terminating this agreement under this section, the USDOT may elect to consider only the interests of the USDOT.

(c) This section 16.1 does not limit the USDOT's ability to terminate this agreement as a remedy under section 15.2.

(d) The Recipient may request that the USDOT terminate the agreement under this section 16.1.

16.2 Closeout Termination.

(a) This agreement terminates on Project Closeout.

(b) In this agreement, "**Project Closeout**" means the date that the USDOT notifies the Recipient that the award is closed out. Under 2 C.F.R. 200.344, Project Closeout should occur no later than one year after the end of the period of performance.

16.3 Post-Termination Adjustments. The Recipient acknowledges that under 2 C.F.R. 200.345–200.346, termination of the agreement does not extinguish the USDOT's authority to disallow costs, including costs that USDOT reimbursed before termination, and recover funds from the Recipient.

16.4 Non-Terminating Events.

(a) The end of the period of performance described under section 10.4 does not terminate this agreement or the Recipient's obligations under this agreement.

(b) The liquidation of funds under section 20.1 does not terminate this agreement or the Recipient's obligations under this agreement.

16.5 Other Remedies. The termination authority under this article 16 supplements and does not limit the USDOT's remedial authority under article 15 or 2 C.F.R. part 200, including 2 C.F.R. 200.339–200.340.

ARTICLE 17
MONITORING, FINANCIAL MANAGEMENT, CONTROLS, AND RECORDS

17.1 Recipient Monitoring and Record Retention.

(a) The Recipient shall monitor activities under this award, including activities under subawards and contracts, to ensure:

(1) that those activities comply with this agreement; and

(2) that funds provided under this award are not expended on costs that are not allowable under this award or not allocable to this award.

(b) If the Recipient makes a subaward under this award, the Recipient shall monitor the activities of the subrecipient in compliance with 2 C.F.R. 200.332(e).

(c) The Recipient shall retain records relevant to the award as required under 2 C.F.R. 200.334.

17.2 Financial Records and Audits.

(a) The Recipient shall keep all project accounts and records that fully disclose the amount and disposition by the Recipient of the award funds, the total cost of the project, and the amount or nature of that portion of the cost of the project supplied by other sources, and any other financial records related to the project.

(b) The Recipient shall keep accounts and records described under section 17.2(a) in accordance with a financial management system that meets the requirements of 2 C.F.R. 200.302–200.307, 2 C.F.R. part 200, subpart F, and title 23, United States Code, and will facilitate an effective audit in accordance with 31 U.S.C. 7501–7506.

(c) The Recipient shall separately identify expenditures under the fiscal year 2024 SS4A grants program in financial records required for audits under 31 U.S.C. 7501–7506. Specifically, the Recipient shall:

(1) list expenditures under that program separately on the schedule of expenditures of Federal awards required under 2 C.F.R. part 200, subpart F, including "FY 2024" in the program name; and

(2) list expenditures under that program on a separate row under Part II, Item 1 ("Federal Awards Expended During Fiscal Period") of Form SF-SAC, including "FY 2024" in column c ("Additional Award Identification").

17.3 Internal Controls. The Recipient shall establish and maintain internal controls as required under 2 C.F.R. 200.303.

17.4 USDOT Record Access. The USDOT may access Recipient records related to this award under 2 C.F.R. 200.337.

ARTICLE 18
CONTRACTING AND SUBAWARDS

18.1 Build America, Buy America. This award term implements § 70914(a) of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtitle A, 135 Stat. 429, 1294 (2021), 2 CFR part 184, and Office of Management and Budget (OMB) Memorandum M-24-02, "Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure."

Requirement to Use Iron, Steel, Manufactured Products, and Construction Materials Produced in the United States.

The Recipient shall not use funds provided under this award for a project for infrastructure unless:

(1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product; and

(3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The construction material standards for each construction material are provided at 2 CFR 184.6.

Inapplicability.

The domestic content procurement preference in this award term only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a domestic content procurement preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Categorization of articles, materials, and supplies.

An article, material, or supply should only be classified into one of the following categories: (i) Iron or steel products; (ii) manufactured products; (iii) construction materials; or (iv) Section 70917(c) materials. An article, material, or supply should not be considered to fall into multiple categories. In some cases, an article, material, or supply may not fall under any of the categories listed in this paragraph. The classification of an article, material, or supply as falling into one of the categories listed in this paragraph must be made based on its status at the time it is brought to the work site for incorporation into an infrastructure project. In general, the work site is the location of the infrastructure project at which the iron, steel, manufactured products, and construction materials will be incorporated. An article, material, or supply incorporated into an infrastructure project must meet the requirements for only the single category in which it is classified.

Waivers.

When necessary, the Recipient may apply for, and the USDOT may grant, a waiver from the domestic content procurement preference in this award term.

A request to waive the application of the domestic content procurement preference must be in writing. The USDOT will provide instructions on the waiver process and on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Office of Management and Budget (OMB) Made in America Office.

When the USDOT has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the USDOT determines that:

(1) applying the domestic content procurement preference would be inconsistent with the public interest;

(2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

(3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at https://www.transportation.gov/office-policy/transportation-policy/made-in-america.

Definitions

"**Construction materials**" means articles, materials, or supplies that consist of only one of the items listed in paragraph (21) of this definition, except as provided in paragraph (2) of this definition. To the extent that one of the items listed in paragraph (1) contains as inputs other items listed in paragraph (1), it is nonetheless a construction material.

(1) The listed items are:
- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- fiber optic cable (including drop cable)
- lumber;
- engineered wood; and
- drywall.

(2) Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material.

"**Domestic content procurement preference**" means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

"**Iron or steel products**" means articles, materials, or supplies that consist wholly or predominantly or iron or steel or a combination of both.

"**Manufactured products**" means

(1) Articles, materials, or supplies that have been: (i) Processed into a specific form and shape; or (ii) combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.

(2) If an item is classified as an iron or steel product, a construction material, or a Section 70917(c) material under 2 CFR 184.4(e) and the definitions set forth in 2 CFR 184.3, then it is not a manufactured product. However, an article, material, or supply classified as a manufactured product under 2 CFR 184.4(e) and paragraph (1) of this definition may include components that are construction materials, iron or steel products, or Section 70917(c) materials.

"**Predominantly of iron or steel or a combination of both**" means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forging utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components.

"Project" means the development of a safety action plan (including supplemental and topical plans) or the temporary or permanent construction, alteration, maintenance, or repair of infrastructure in the United States.

"**Section 70917(c) materials"** cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

18.2 Small and Disadvantaged Business Requirements. The Recipient shall expend all funds under this award in compliance with the requirements at 2 C.F.R. 200.321 including any amendments thereto.

18.3 Engineering and Design Services. The Recipient shall award each contract or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping, or related services with respect to the project in the same manner that a contract

for architectural and engineering services is negotiated under 2 C.F.R. 200.320 or an equivalent qualifications-based requirement prescribed for or by the Recipient.

18.4 Foreign Market Restrictions. The Recipient shall not allow funds provided under this award to be used to fund the use of any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

18.5 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. The Recipient acknowledges that Section 889 of Pub. L. No. 115-232, 2 C.F.R. 200.216 and 2 C.F.R. 200.471 prohibit the Recipient and all subrecipients from procuring or obtaining certain telecommunications and video surveillance services or equipment under this award.

18.6 Recipient Responsibilities for Subawards.

If the Recipient makes a subaward under this award, the Recipient shall comply with the requirements on pass-through entities under 2 C.F.R. parts 200 and 1201, including 2 C.F.R. 200.331–200.333.

18.7 Subaward and Contract Authorization.

If the USDOT Office for Subaward Authorization identified in section 5.1 is "FHWA Office of Acquisition and Grants Management," then the Recipient must follow the requirements in 2 C.F.R. 200.308 (f) (6) and 2 C.F.R. 200.333, as applicable, for the subaward of any SS4A Grant work under the Project-Specific Agreement. Approvals under 2 CFR 200.308(f)(6) do not apply to the procurement acquisition of goods and services.

ARTICLE 19
COSTS, PAYMENTS, AND UNEXPENDED FUNDS

19.1 Limitation of Federal Award Amount. Under this award, the USDOT shall not provide funding greater than the amount obligated on the SS4A Grant cover page, Item 11, Federal Funds Obligated. The Recipient acknowledges that USDOT is not liable for payments exceeding that amount, and the Recipient shall not request reimbursement of costs exceeding that amount.

19.2 Projects Costs. This award is subject to the cost principles at 2 C.F.R. part 200 subpart E, including provisions on determining allocable costs and determining allowable costs.

19.3 Timing of Project Costs.

(a) The Recipient shall not charge to this award costs that are incurred after the period of performance.

(b) The Recipient shall not charge to this award costs that were incurred before the effective date of award of this agreement unless there has been an approval of pre-award costs under 2 C.F.R. 200.458.

19.4 Recipient Recovery of Federal Funds. The Recipient shall make all reasonable efforts, including initiating litigation, if necessary, to recover Federal funds if the USDOT determines, after consultation with the Recipient, that those funds have been spent fraudulently, wastefully, or in violation of Federal laws, or misused in any manner under this award. The Recipient shall not enter a settlement or other final position, in court or otherwise, involving the recovery of funds under the award unless approved in advance in writing by the USDOT.

19.5 Unexpended Federal Funds. Any Federal funds that are awarded at section 10.1 but not expended on allocable, allowable costs remain the property of the United States.

19.6 Timing of Payments to the Recipient. When reimbursement is used, the Recipient shall not request reimbursement of a cost before the Recipient has entered an obligation for that cost.

19.7 Payment Method. The USDOT may deny a payment request that is not submitted using the method identified in section 5.2.

19.8 Information Supporting Expenditures.

(a) If the USDOT Payment System identified in section 5.2 is "DELPHI iSupplier," then when requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs), shall identify the Federal share and the Recipient's share of costs, and shall submit supporting cost detail to clearly document all costs incurred. As supporting cost detail, the Recipient shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, and travel.

(b) If the Recipient submits a request for reimbursement that the USDOT determines does not include or is not supported by sufficient detail, the USDOT may deny the request or withhold processing the request until the Recipient provides sufficient detail.

19.9 Reimbursement Frequency. If the USDOT Payment System identified in section 5.2 is "DELPHI iSupplier," then the Recipient shall not request reimbursement more frequently than monthly.

19.10 Match. The recipient should show on each request for reimbursement that at least 20 percent of the incurred costs will count towards match. If the recipient intends to vary the match percentage over the life of the project, it must communicate its plan to USDOT. The recipient is responsible for tracking match according to the plan. At the completion of the grant award, the cost share requirement must be met, and Federal funds must not exceed the project's Federal share.

ARTICLE 20
LIQUIDATION, ADJUSTMENTS, AND FUNDS AVAILABILITY

20.1 Liquidation of Recipient Obligations.

(a) The Recipient shall liquidate all obligations of award funds under this agreement not later than the earlier of (1) 120 days after the end of the period of performance or (2) the statutory availability to eligible entities date, which shall be 5 years after the date on which the grant is provided.

(b) Liquidation of obligations and adjustment of costs under this agreement follow the requirements of 2 C.F.R. 200.344–200.346.

ARTICLE 21
AGREEMENT MODIFICATIONS

21.1 Bilateral Amendments. The parties may amend, modify, or supplement this agreement by mutual agreement in writing signed by the USDOT and the Recipient. Either party may request to amend, modify, or supplement this agreement by written notice to the other party.

21.2 Unilateral Contact Modifications. The USDOT may update the contacts who are listed in section 4.3 by written notice to all the Recipient contacts who are listed in sections 4.1 and 4.2.

21.3 USDOT Unilateral Modifications.

(a) The USDOT may unilaterally modify this agreement to comply with Federal law, including the Program Statute.

(b) To unilaterally modify this agreement under this section 20.3(a), the USDOT must provide a notice to the Recipient that includes a description of the modification and state the date that the modification is effective.

21.4 Other Modifications. The parties shall not amend, modify, or supplement this agreement except as permitted under sections 21.1, 21.2, 21.3. If an amendment, modification, or supplement is not permitted under section 21.1, not permitted under section 21.2, and not permitted under section 21.3, it is void.

ARTICLE 22

[RESERVED]

ARTICLE 23

[RESERVED]

ARTICLE 24
LABOR AND WORKFORCE

24.1 Labor and Workforce. Attachment E documents the consideration of job quality and labor rights, standards, and protections related to the Project.

ARTICLE 25
CRITICAL INFRASTRUCTURE SECURITY AND RESILIENCE

25.1 Critical Infrastructure Security and Resilience.

Consistent with Presidential Policy Directive 21, "Critical Infrastructure Security and Resilience" (Feb. 12, 2013), and the National Security Presidential Memorandum on Improving Cybersecurity for Critical Infrastructure Control Systems (July 28, 2021), the Recipient shall consider physical and cyber security and resilience in planning, design, and oversight of the Project. Attachment F documents the consideration of critical security infrastructure for projects that include the purchase of information technology and/or operational technology.

ARTICLE 26
CIVIL RIGHTS AND TITLE VI

26.1 Civil Rights and Title VI

(a) The purpose of sections 26.1(b)–26.1(c) is to ensure that the Recipient has a plan to comply with civil rights obligations and nondiscrimination laws, including Title VI and 49 C.F.R. part 21, including any amendments thereto.

(b) If the Recipient is an Existing Recipient, the Recipient shall submit to the USDOT either:

(1) not later than one month after the date of this agreement, documentation showing that the Recipient has complied with all reporting requirements under the Administering Operating Administration's implementation of Title VI; or

(2) not later than six months after the date of this agreement, both a Title VI Plan and a Community Participation Plan, as those plans are described in chapter II, sections 3–4 of DOT Order 1000.12C.

(c) If the Recipient is "New," then the Administering Operating Administration completed a Title VI Assessment of the Recipient, as described in chapter II, section 2 of DOT Order 1000.12C., before entering this agreement.

(d) In this section 26.1:

(1) "**Title VI**" means Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified at 42 U.S.C. 2000d to 2000d-4a).

(2) **"Existing"** means a prior recipient of DOT federal financial assistance since the publication of DOT Order 1000.12C on June 11, 2021.

(3) "New" means a recipient who has not received DOT federal financial assistance since the publication of DOT Order 1000.12C on June 11, 2021.

ARTICLE 27
FEDERAL FINANCIAL ASSISTANCE, ADMINISTRATIVE, AND NATIONAL POLICY REQUIREMENTS

27.1 Uniform Administrative Requirements for Federal Awards. The Recipient shall comply with the obligations on non-Federal entities under 2 C.F.R. parts 200 and 1201.

27.2 Federal Law and Public Policy Requirements.

(a) The Recipient shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law.

(b) Pursuant to Executive Order 14173, *Ending Illegal Discrimination And Restoring Merit-Based Opportunity,* the Recipient agrees that its compliance in all respects with all

applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code.

(c) Pursuant to Executive Order 14173, *Ending Illegal Discrimination And Restoring Merit-Based Opportunity,* by entering into this agreement, the Recipient certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination law.

(d) The failure of this agreement to expressly identify Federal law applicable to the Recipient or activities under this agreement does not make that law inapplicable.

27.3 Federal Freedom of Information Act.

(a) The USDOT is subject to the Freedom of Information Act, 5 U.S.C. 552.

(b) The Recipient acknowledges that the Technical Application and materials submitted to the USDOT by the Recipient related to this agreement may become USDOT records subject to public release under 5 U.S.C. 552.

27.4 History of Performance. Under 2 C.F.R 200.206, any Federal agency may consider the Recipient's performance under this agreement when evaluating the risks of making a future Federal financial assistance award to the Recipient.

27.5 Whistleblower Protection.

(a) The Recipient acknowledges that it is a "grantee" within the scope of 41 U.S.C. 4712, which prohibits the Recipient from taking certain actions against an employee for certain disclosures of information that the employee reasonably believes are evidence of gross mismanagement of this award, gross waste of Federal funds, or a violation of Federal law related this this award.

(b) The Recipient shall inform its employees in writing of the rights and remedies provided under 41 U.S.C. 4712, in the predominant native language of the workforce.

27.6 External Award Terms and Obligations.

(a) In addition to this document and the contents described in article 32, this agreement includes the following additional terms as integral parts:

(1) Appendix A to 2 C.F.R. part 25: System for Award Management and Universal Identifier Requirements;

(2) Appendix A to 2 C.F.R. part 170: Reporting Subawards and Executive Compensation;

(3) 2 C.F.R part 175: Award term for Trafficking in Persons; and

(4) Appendix XII to 2 C.F.R. part 200: Award Term and Condition for Recipient Integrity and Performance Matters.

(b) The Recipient shall comply with:

(1) 49 C.F.R. part 20: New Restrictions on Lobbying;

(2) 49 C.F.R. part 21: Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964;

(3) 49 C.F.R. part 27: Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance; and

(4) Subpart B of 49 C.F.R. part 32: Governmentwide Requirements for Drug-free Workplace (Financial Assistance).

27.7 Incorporated Certifications. The Recipient makes the statements in the following certifications, which are incorporated by reference:

(1) Appendix A to 49 C.F.R. part 20 (Certification Regarding Lobbying).

ARTICLE 28
ASSIGNMENT

28.1 Assignment Prohibited. The Recipient shall not transfer to any other entity any discretion granted under this agreement, any right to satisfy a condition under this agreement, any remedy under this agreement, or any obligation imposed under this agreement.

ARTICLE 29
WAIVER

29.1 Waivers.

(a) A waiver granted by USDOT under this agreement will not be effective unless it is in writing and signed by an authorized representative of USDOT.

(b) A waiver granted by USDOT under this agreement on one occasion will not operate as a waiver on other occasions.

(c) If USDOT fails to require strict performance of a provision of this agreement, fails to exercise a remedy for a breach of this agreement, or fails to reject a payment during a breach of this agreement, that failure does not constitute a waiver of that provision or breach.

ARTICLE 30
ADDITIONAL TERMS AND CONDITIONS

30.1 Effect of Planning and Demonstration or Implementation Award. Based on information that the Recipient provided to the USDOT, including the Grant Application, as indicated in section 2.5, this agreement designates this award as a Planning and Demonstration award or an Implementation award, as defined in the NOFO. The Recipient shall comply with the requirements that accompany that designation as listed in the FY 2024 Notice of Funding Opportunity for Safe Streets and Roads for All.

30.2 Disclaimer of Federal Liability. The USDOT shall not be responsible or liable for any damage to property or any injury to persons that may arise from, or be incident to, performance or compliance with this agreement.

30.3 Environmental Review

(a) In this section, **"Environmental Review Entity"** means:

(1) if the Project is located in a State that has assumed responsibilities for environmental review activities under 23 U.S.C. 326 or 23 U.S.C. 327 and the Project is within the scope of the assumed responsibilities, the State; and

(2) for all other cases, the FHWA.

(b) Except as authorized under section 30.3(c), the Recipient shall not begin final design; acquire real property, construction materials, or equipment; begin construction; or take other actions that represent an irretrievable commitment of resources for the Project unless and until:

(1) the Environmental Review Entity complies with the National Environmental Policy Act, 42 U.S.C. 4321 to 4370m-12, and any other applicable environmental laws and regulations; and

(2) if the Environmental Review Entity is not the Recipient, the Environmental Review Entity provides the Recipient with written notice that the environmental review process is complete.

(c) If the Recipient is using procedures for early acquisition of real property under 23 C.F.R. 710.501 or hardship and protective acquisitions of real property 23 C.F.R. 710.503, the Recipient shall comply with 23 C.F.R. 771.113(d)(1).

(d) The Recipient acknowledges that:

(1) the Environmental Review Entity's actions under section 30.3(a) depend on the Recipient conducting necessary environmental analyses and submitting necessary documents to the Environmental Review Entity; and

(2) applicable environmental statutes and regulation may require the Recipient to prepare and submit documents to other Federal, State, and local agencies.

(e) Consistent with 23 C.F.R. 771.105(a), to the extent practicable and consistent with Federal law, the Recipient shall coordinate all environmental investigations, reviews, and consultations as a single process.

(f) The activities described in this agreement may inform environmental decision-making processes, but the parties do not intend this agreement to document the alternatives under consideration under those processes. If a build alternative is selected that does not align information in this agreement, then:

(1) the parties may amend this agreement under section 21.1 for consistency with the selected build alternative; or

(2) if the USDOT determines that the condition at section 16.1(a)(5) is satisfied, the USDOT may terminate this agreement under section 16.1(a)(5).

(g) The Recipient shall complete any mitigation activities described in the environmental document or documents for the Project, including the terms and conditions contained in the required permits and authorizations for the Project.

30.4 Railroad Coordination. If the agreement includes one or more milestones identified as a "Railroad Coordination Agreement," then for each of those milestones, the Recipient shall enter a standard written railroad coordination agreement, consistent with 23 C.F.R. 646.216(d), no later than the deadline date identified for that milestone, with the identified railroad for work and operation within that railroad's right-of-way.

30.5 Relocation and Real Property Acquisition.

(a) The Recipient shall comply with the land acquisition policies in 49 C.F.R. part 24 subpart B and shall pay or reimburse property owners for necessary expenses as specified in that subpart.

(b) The Recipient shall provide a relocation assistance program offering the services described in 49 C.F.R. part 24 subpart C and shall provide reasonable relocation payments and assistance to displaced persons as required in 49 C.F.R. part 24 subparts D–E.

(c) The Recipient shall make available to displaced persons, , comparable replacement dwellings in accordance with 49 C.F.R. part 24.

30.6 Equipment Disposition.

(a) In accordance with 2 C.F.R. 200.313 and 1201.313, if the Recipient or a subrecipient acquires equipment under this award, then when that equipment is no longer needed for the Project that entity shall request disposition instructions from the FHWA.

(b) In accordance with 2 C.F.R. 200.443(d), the distribution of the proceeds from the disposition of equipment must be made in accordance with 2 C.F.R. 200.313–200.316 and 2 C.F.R. 1201.313.

(c) The Recipient shall ensure compliance with this section 30.6 for all tiers of subawards under this award.

ARTICLE 31
MANDATORY AWARD INFORMATION

31.1 Information Contained in a Federal Award. For 2 C.F.R. 200.211:

(1) the "Federal Award Date" is the date of this agreement, as defined under section 33.2;

(2) the "Assistance Listings Number" is 20.939 and the "Assistance Listings Title" is "Safe Streets and Roads for All Grant Program"; and

(3) this award is not for research and development.

ARTICLE 32
CONSTRUCTION AND DEFINITIONS

32.1 Attachments. This agreement includes the following attachments as integral parts:

Attachment A	Performance Measurement Information
Attachment B	Changes from Application
Attachment C	Reserved
Attachment D	Reserved
Attachment E	Labor and Workforce
Attachment F	Critical Infrastructure Security and Resilience
Attachment G	Reserved

32.2 Exhibits. The following exhibits, which are in the document titled "Exhibits to FHWA Grant Agreements Under the Fiscal Year 2024 SS4A Grant Program", dated March 17, 2025, and available at https://www.transportation.gov/grants/ss4a/grant-agreements, are part of this agreement.

Exhibit A	Applicable Federal Laws and Regulations
Exhibit B	Additional Standard Terms
Exhibit C	Quarterly Performance Progress Reports: Format and Content
Exhibit D	Form for Subsequent Obligation of Funds

32.3 Construction. If a provision in the exhibits or the attachments conflicts with a provision in articles 1–30, then the provision in articles 1–30 prevails. If a provision in the attachments conflicts with a provision in the exhibits, then the provision in the attachments prevails.

32.4 Integration. This agreement constitutes the entire agreement of the parties relating to the SS4A grant program and awards under that program and supersedes any previous agreements, oral or written, relating to the SS4A grant program and awards under that program.

32.5 Definitions. In this agreement, the following definitions apply:

"**Program Statute**" means the BIL section 24112 and statutory text under the heading "Safe Streets and Roads for All Grants" in title I of division J of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (November 15, 2021), and all other provisions of that act that apply to amounts appropriated under that heading.

"**Project**" means the project proposed in the Grant Application, as modified by the negotiated provisions of this agreement.

"**SS4A Grant**" means an award of funds that were made available under the SS4A NOFO.

"**Grant Application**" means the application identified in section 2.1, including Standard Form 424 and all information and attachments submitted with that form through Grants.gov.

ARTICLE 33
AGREEMENT EXECUTION AND EFFECTIVE DATE

33.1 Counterparts. This agreement may be executed in counterparts, which constitute one document. The parties intend each countersigned original to have identical legal effect.

33.2 Effective Date. The agreement will become effective when all parties have signed it. The effective date of this agreement will be the date this agreement is signed by the last party to sign it. This instrument constitutes a SS4A Grant when the USDOT's authorized representative signs it.

U.S. DEPARTMENT OF TRANSPORTATION

EXHIBITS TO FHWA GRANT AGREEMENTS UNDER THE FISCAL YEAR 2024 SAFE STREETS AND ROADS FOR ALL (SS4A) GRANT PROGRAM

June 13, 2024
Revised: March 17, 2025

EXHIBIT A
APPLICABLE FEDERAL LAWS AND REGULATIONS

By entering into this agreement for a FY 2024 Safe Streets and Roads for All Grant, the Recipient assures and certifies, with respect to this Grant, that it will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Project. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Recipient and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

General Federal Legislation

a. Federal Fair Labor Standards Act – 29 U.S.C. 201, et seq.
b. Hatch Act – 5 U.S.C. 1501, et seq.
c. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 – 42 U.S.C. 4601, et seq.
d. National Historic Preservation Act of 1966 - Section 106 – 54 U.S.C. 306108
e. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. 312501, et seq.
f. Native American Graves Protection and Repatriation Act – 25 U.S.C. 3001, et seq.
g. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. 7401, et seq.
h. Section 404 of the Clean Water Act, as amended – 33 U.S.C. 1344
i. Section 7 of the Endangered Species Act, P.L. 93-205, as amended – 16 U.S.C. 1536
j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. 1451, et seq.
k. Flood Disaster Protection Act of 1973 - Section 102(a) – 42 U.S.C. 4012a
l. Age Discrimination Act of 1975 – 42 U.S.C. 6101, et seq.
m. American Indian Religious Freedom Act, P.L. 95-341, as amended
n. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
o. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. 4541, et seq.
p. Sections 523 and 527 of the Public Health Service Act of 1912, as amended – 42 U.S.C. 290dd through 290dd-2
q. Architectural Barriers Act of 1968 – 42 U.S.C. 4151, et seq.
r. Power Plant and Industrial Fuel Use Act of 1978, P.L. 100-42 - Section 403 – 42 U.S.C. 8373
s. Contract Work Hours and Safety Standards Act – 40 U.S.C. 3701, et seq.
t. Copeland Anti-kickback Act, as amended – 18 U.S.C. 874 and 40 U.S.C. 3145
u. National Environmental Policy Act of 1969 – 42 U.S.C. 4321, et seq.
v. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. 1271, et seq.
w. Federal Water Pollution Control Act, as amended – 33 U.S.C. 1251-1376
x. Single Audit Act of 1984 – 31 U.S.C. 7501, et seq.
y. Americans with Disabilities Act of 1990 – 42 U.S.C. 12101, et seq.
z. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681 through 1683 and 1685 through 1687
aa. Section 504 of the Rehabilitation Act of 1973, as amended – 29 U.S.C. 794
bb. Title VI of the Civil Rights Act of 1964 – 42 U.S.C. 2000d, et seq.
cc. Title IX of the Federal Property and Administrative Services Act of 1949 – 40 U.S.C.

1101 -1104, 541, et seq.

dd. Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. 1352
ee. Freedom of Information Act – 5 U.S.C. 552, as amended
ff. Magnuson-Stevens Fishery Conservation and Management Act – 16 U.S.C. 1855
gg. Farmland Protection Policy Act of 1981 – 7 U.S.C. 4201, et seq.
hh. Noise Control Act of 1972 – 42 U.S.C. 4901, et seq.
ii. Fish and Wildlife Coordination Act of 1956 – 16 U.S.C. 661, et seq.
jj. Section 9 of the Rivers and Harbors Act and the General Bridge Act of 1946 – 33 U.S.C. 401 and 525
kk. Section 4(f) of the Department of Transportation Act of 1966 – 49 U.S.C. 303
ll. Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended – 42 U.S.C. 9601, et seq.
mm. Safe Drinking Water Act – 42 U.S.C. 300f to 300j-26
nn. Wilderness Act – 16 U.S.C. 1131-1136
oo. Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 – 42 U.S.C. 6901, et seq.
pp. Migratory Bird Treaty Act – 16 U.S.C. 703, et seq.
qq. The Federal Funding Transparency and Accountability Act of 2006, as amended (Pub. L. 109–282, as amended by section 6202 of Public Law 110–252)
rr. Cargo Preference Act of 1954 – 46 U.S.C. 55305
ss. Section 889 of the John D. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232

Executive Orders

a. Executive Order 11990 – Protection of Wetlands
b. Executive Order 11988 – Floodplain Management
c. Executive Order 12372 – Intergovernmental Review of Federal Programs
d. Executive Order 12549 – Debarment and Suspension
e. Executive Order 14005 – Ensuring the Future is Made in All of America by All of America's Workers
f. Executive Order 14025 – Worker Organizing and Empowerment
g. Executive Order 14149, Restoring Freedom of Speech and Ending Federal Censorship
h. Executive Order 14154, Unleashing American Energy
i. Executive Order 14151, Ending Radical and Wasteful Government DEI Programs and Preferencing
j. Executive Order 14168 Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
k. Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity

Presidential Policy Directives and Memorandums

a. Presidential Policy Directive 21 – Critical Infrastructure Security and Resilience
b. National Security Presidential Memorandum on Improving Cybersecurity for Critical Infrastructure Systems

General Federal Regulations

a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards – 2 C.F.R. Parts 200, 1201
b. Non-procurement Suspension and Debarment – 2 C.F.R. Parts 180, 1200
c. Investigative and Enforcement Procedures – 14 C.F.R. Part 13
d. Procedures for predetermination of wage rates – 29 C.F.R. Part 1
e. Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States – 29 C.F.R. Part 3
f. Labor standards provisions applicable to contracts governing federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act) – 29 C.F.R. Part 5
g. Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements) – 41 C.F.R. Parts 60, et seq.
h. New Restrictions on Lobbying – 49 C.F.R. Part 20
i. Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 – 49 C.F.R. Part 21
j. Uniform relocation assistance and real property acquisition for Federal and Federally assisted programs – 49 C.F.R. Part 24
k. Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance – 49 C.F.R. Part 25
l. Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance – 49 C.F.R. Part 27
m. DOT's implementation of DOJ's ADA Title II regulations compliance procedures for all programs, services, and regulatory activities relating to transportation under 28 C.F.R. Part 35
n. Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation – 49 C.F.R. Part 28
o. Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors – 49 C.F.R. Part 30
p. Governmentwide Requirements for Drug-Free Workplace (Financial Assistance) – 49 C.F.R. Part 32
q. DOT's implementing ADA regulations for transit services and transit vehicles, including the DOT's standards for accessible transportation facilities in Part 37, Appendix A – 49 C.F.R. Parts 37 and 38
r. Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs – 49 C.F.R. Part 26 (as applicable under section 18.3 of this agreement)

Office of Management and Budget Circulars

a. Any applicable OMB Circular based upon the specific FY 2024 Safe Streets and Roads for All Grant Recipient.

Highway Federal Legislation

a. Agreements relating to the use of an access to rights-of-way—Interstate System, 23

U.S.C. 111
b. Planning, 23 U.S.C. 134 and 135 (except for projects that are not regionally significant that do not receive funding under Title 23 or Chapter 53 of Title 49)
c. Tolls, 23 U.S.C. 301 (to the extent the recipient wishes to toll an existing free facility that has received Title 23 funds in the past); except as authorized by 23 U.S.C. 129 and 166.
d. Efficient Environmental Reviews - 23 U.S.C. 139
e. Policy on lands, wildlife and waterfowl refuges, and historic sites - 49 U.S.C. 303

Federal Highway Regulations

a. Planning – 23 C.F.R. Part 450 (except for projects that are not regionally significant that do not receive funding under Title 23 or Chapter 53 of Title 49)
b. National Highway System Design Standards – 23 C.F.R. Part 625
c. Location and Hydraulic Design of Encroachments on Flood Plains – 23 C.F.R. Part 650 Subpart A
d. Manual on Uniform Traffic Control Devices – 23 C.F.R. Part 655
e. Environmental Impact and Related Procedures – 23 C.F.R. Part 771
f. Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites (Section 4(f)) – 23 C.F.R. Part 774
g. Permitting Requirements under the National Pollutant Discharge Elimination System – 40 C.F.R. Part 122

Specific assurances required to be included in the FY 2024 Safe Streets and Roads for All Grant agreement by any of the above laws, regulations, or circulars are hereby incorporated by reference into this agreement.

EXHIBIT B
ADDITIONAL STANDARD TERMS

TERM B.1
TITLE VI ASSURANCE
(Implementing Title VI of the Civil Rights Act of 1964, as amended)

ASSURANCE CONCERNING NONDISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS AND ACTIVITIES RECEIVING OR BENEFITING FROM FEDERAL FINANCIAL ASSISTANCE

(Implementing the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act, as amended)

49 C.F.R. Parts 21, 25, 27, 37, and 38

The United States Department of Transportation (USDOT)

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

By signing and submitting the Technical Application and by entering into this agreement under the FY 2024 Safe Streets and Roads for All (SS4A) grant program, the Recipient **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Federal Highway Administration (FHWA), it is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

> *"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," for which the Recipient receives Federal financial assistance from DOT, including the FHWA.*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted FY 2024 SS4A grant program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with the FY 2024 SS4A Grant and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

   "*The Recipient, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.*"

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.

4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.

5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.

6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:

    a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

    a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
    b. the period during which the Recipient retains ownership or possession of the property.

9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Recipient also agrees to comply (and require any sub-recipients, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the FHWA. You must keep records, reports, and submit the material for review upon request to FHWA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Recipient gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the FY 2024 SS4A grant program. This ASSURANCE is binding on the Recipient, other recipients, sub-recipients, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the FY 2024 SS4A grant program.

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

    a. withholding payments to the contractor under the contract until the contractor complies; and/or
    b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant

thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Specific Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the Recipient will accept title to the lands and maintain the project constructed thereon in accordance with the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021), the Consolidated Appropriations Act, 2022, Pub. L. No. 117-103 (Mar. 15, 2022), the Consolidated Appropriations Act, 2024, Pub. L. No. 118-122 (Mar. 9, 2024) , the Regulations for the Administration of FY 2024 SS4A grant program**,** and the policies and procedures prescribed by the Federal Highway Administration (FHWA) of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto Recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the Recipient, its successors and assigns.

The Recipient, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the Recipient will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the

absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Recipient pursuant to the provisions of Specific Assurance 7(a):

A. The (Recipient, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

    1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (Recipient, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Recipient and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Recipient pursuant to the provisions of Specific Assurance 7(b):

A. The (Recipient, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (Recipient, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, Recipient will there upon revert to and vest in and become the absolute property of Recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq*.), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq*.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 et seq).

TERM B.2
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS

2 C.F.R. Parts 180 and 1200

These assurances and certifications are applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements,

consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 C.F.R. Parts 180 and 1200.

By signing and submitting the Technical Application and by entering into this agreement under the FY 2024 SS4A grant program, the Recipient is providing the assurances and certifications for First Tier Participants and Lower Tier Participants in the FY 2024 SS4A Grant, as set out below.

1. Instructions for Certification – First Tier Participants:

a. The prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "civil judgment," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment, including a civil settlement, rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 C.F.R. Parts 180 and 1200)

a. The prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms “covered transaction,” “civil settlement,” “debarred,” “suspended,” “ineligible,” “participant,” “person,” “principal,” and “voluntarily excluded,” as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

TERM B.3
REQUIREMENTS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW

As required by sections 744 and 745 of Title VII, Division E of the Consolidated Appropriations Act, 2023, Pub. L. No. 117-328 (Dec. 29, 2022), and implemented through USDOT Order 4200.6, the funds provided under this award shall not be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that:

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless a federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government.

The Recipient therefore agrees:

1. **Definitions.** For the purposes of this exhibit, the following definitions apply:

   "**Covered Transaction**" means a transaction that uses any funds under this award and that is a contract, memorandum of understanding, cooperative agreement, grant, loan, or loan guarantee.

   "**Felony Conviction**" means a conviction within the preceding 24 months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the United States Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. 3559.

   "**Participant**" means the Recipient, an entity who submits a proposal for a Covered Transaction, or an entity who enters into a Covered Transaction.

   "**Tax Delinquency**" means an unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2. **Mandatory Check in the System for Award Management.** Before entering a Covered Transaction with another entity, a Participant shall check the System for Award Management (the "**SAM**") at http://www.sam.gov/ for an entry describing that entity.

3. **Mandatory Certifications.** Before entering a Covered Transaction with another entity, a Participant shall require that entity to:

    (1) Certify whether the entity has a Tax Delinquency; and

    (2) Certify whether the entity has a Felony Conviction.

4 **Prohibition.** If

    (1) the SAM entry for an entity indicates that the entity has a Tax Delinquency or a Federal Conviction;

    (2) an entity provides an affirmative response to either certification in section 3; or

    (3) an entity's certification under section 3 was inaccurate when made or became inaccurate after being made

    then a Participant shall not enter or continue a Covered Transaction with that entity unless the USDOT has determined in writing that suspension or debarment of that entity are not necessary to protect the interests of the Government.

5. **Mandatory Notice to the USDOT.**

    (a) If the SAM entry for a Participant indicates that the Participant has a Tax Delinquency or a Felony Conviction, the Recipient shall notify the USDOT in writing of that entry.

    (b) If a Participant provides an affirmative response to either certification in section 1, the Recipient shall notify the USDOT in writing of that affirmative response.

    (c) If the Recipient knows that a Participant's certification under section 1 was inaccurate when made or became inaccurate after being made, the Recipient shall notify the USDOT in writing of that inaccuracy.

6. **Flow Down.** For all Covered Transactions, including all tiers of subcontracts and subawards, the Recipient shall:

    (1) require the SAM check in section 2;

    (2) require the certifications in section 3;

    (3) include the prohibition in section 4; and

(4) require all Participants to notify the Recipient in writing of any information that would require the Recipient to notify the USDOT under section 5.

TERM B.4
RECIPIENT POLICY TO BAN TEXT MESSAGING WHILE DRIVING

(a) *Definitions.* The following definitions are intended to be consistent with the definitions in DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009) and Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009). For clarification purposes, they may expand upon the definitions in the executive order.

For the purpose of this Term B.4, "**Motor Vehicles**" means any vehicle, self-propelled or drawn by mechanical power, designed and operated principally for use on a local, State or Federal roadway, but does not include a military design motor vehicle or any other vehicle excluded under Federal Management Regulation 102-34-15.

For the purpose of this Term B.4, "**Driving**" means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic congestion, a traffic signal, a stop sign, another traffic control device, or otherwise. It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, "**Text messaging**" means reading from or entering data into any handheld or other electronic device (including, but not limited to, cell phones, navigational tools, laptop computers, or other electronic devices), including for the purpose of Short Message Service (SMS) texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless this practice is prohibited by State or local law. The term also does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, the "**Government**" includes the United States Government and State, local, and tribal governments at all levels.

(b) *Workplace Safety.* In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009) and DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009), the Recipient, subrecipients, contractors, and subcontractors are encouraged to:

(1) adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving—

(i) Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as—

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(c) *Subawards and Contracts.* To the extent permitted by law, the Recipient shall insert the substance of this exhibit, including this paragraph (c), in all subawards, contracts, and subcontracts under this award that exceed the micro-purchase threshold, other than contracts and subcontracts for the acquisition of commercially available off-the-shelf items.

EXHIBIT C
QUARTERLY PERFORMANCE PROGRESS REPORTS:
FORMAT AND CONTENT

1. Purpose. The purpose of the Quarterly Performance Progress Reports under this agreement for the FY 2024 SS4A grant program is to ensure that the project scope, schedule, and budget will be maintained to the maximum extent possible.

2. Format and Content. The Recipient shall produce a quarterly cost, schedule, and status report that contains the sections enumerated in the following list. The first Quarterly Performance Progress Report should include a detailed description of the items funded.

(a) Project Information. This section provides the name of the project, the State, the federal agency to which the report is submitted, submission date, award number, name of the recipient, report year and quarter and NOFO funding year.

(b) Project Overall Status. This section provides an overall status of the project's scope, schedule and budget. The Recipient shall note and explain any significant activities and issues, action items and outstanding issues.

i. **Project Significant Activities and Issues.** This section provides highlights of key activities, accomplishments, and issues occurring on the project during the previous quarter. Activities and deliverables to be reported on should include meetings, audits and other reviews, design packages submitted, advertisements, awards, construction submittals, construction completion milestones, submittals related to any applicable IIJA or NOFO requirements, media or Congressional inquiries, value engineering/constructability reviews, and other items of significance.

ii. **Action Items/Outstanding Issues.** This section should draw attention to, and track the progress of, highly significant or sensitive issues requiring action and direction to resolve. The Recipient should include administrative items and outstanding issues that could have a significant or adverse effect on the project's scope, schedule, or budget. Status, responsible person(s), and due dates should be included for each action item/outstanding issue. Action items requiring action or direction should be included in the quarterly status meeting agenda. The action items/outstanding issues may be dropped from this section upon full implementation of the remedial action, and upon no further monitoring anticipated.

(c) Milestones. This section documents progress of the milestones outlined in Section 3.2. The Recipient should include the baseline date (when the project is projected to begin) of each milestone, amendments to those dates (if applicable) and the actual/expected date of completion. There are Milestone charts for action plans, supplemental planning activities, demonstration activity projects and implementation (both construction and non-construction) projects.

EXHIBIT D
FORM FOR SUBSEQUENT OBLIGATION OF FUNDS

The USDOT and **[recipient name]** entered a grant agreement for the **[project name]** that was executed by the USDOT on **[date of USDOT signature on original agreement]** (the "**Agreement**").

This instrument obligates **[$XXX]** for **[insert portion of project listed in the Agreement]**.

[Recipient name] states that:

(1) the Agreement accurately describe the Project's activities;

(2) for each completion date listed in the Agreement, the Recipient's estimate for that milestone is not more than six months after the date listed in the Agreement;

(3) comparing the Project's current budget with the amounts listed in the Agreement, the "Non-Federal Funds" amount has not decreased and the total eligible project costs amount has not decreased; and

(4) under the terms of article 21 of the General Terms and Conditions, the Recipient is not presently required to request a modification to the Agreement.

[Recipient name] acknowledges that USDOT is acting in reliance on the Recipient's statements above.

_____ By: _____

Date

Signature of Recipient's Authorized Representative

[insert name]

Name

[insert title]

Title

The USDOT has determined that all applicable Federal requirements for obligating these funds are satisfied.

_____	By: _____
Date	Signature of USDOT's Authorized Representative
	[insert name]
	Name
	[insert title]
	Title

GRANT CERTIFICATION

From: Kelly Grisham, Project Coordinator

To: Mark Aliff, President of the City Council
Heather Graham, Mayor

Re: Pueblo Supplemental Planning and Demonstration (SS4A)

I hereby certify that I have reviewed and am familiar with the attached documents, and to the best of my knowledge and belief, the City has the present ability to comply with all special conditions, certifications and assurances therein contained.

Kelly Grisham _____ 12/10/25

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: December 22, 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 SUSPENDING THE PAYMENT OF THE MONTHLY STREET REPAIR UTILITY SERVICE CHARGES FOR TWELVE CONSECUTIVE MONTHS BEGINNING WITH EACH UTILITY CUSTOMER'S JANUARY 2026 UTILITY BILL

SUMMARY:

This proposed Ordinance suspends the payment of monthly street repair utility service charges for calendar year 2026.

PREVIOUS COUNCIL ACTION:

The Pueblo Street Repair Utility Enterprise ("Enterprise") was created on December 26, 2017 by Ordinance No. 9217. On May 14, 2018, by Ordinance No. 9278, the City entered into an intergovernmental agreement with the Board of Water Works regarding the billing and collection of the Enterprise's monthly service fees. On October 9, 2018, by Ordinance No. 9353, Council set the Enterprise's initial monthly service fees which went into effect February 1, 2019. On August 26, 2019, by Ordinance No. 9534, City Council established the current street repair fees which went into effect on October 1, 2019.

On November 22, 2021, by Ordinance No. 10046, City Council suspended the payment of monthly street repair utility service charges for 12 consecutive months, beginning with each utility customer's January 2022 utility bill. On November 14, 2022 by Ordinance No. SRUE-001, City Council suspended the payment of monthly street repair utility service charges for 12 consecutive months, beginning with each utility customer's January 2023 utility bill. On December 26, 2023 by Ordinance No. 10626, City Council suspended the payment of monthly street repair utility service charges for 12 consecutive months, beginning with each utility customer's January 2024 utility bill. On December 9, 2024 by Ordinance No. 10849, City Council suspended the payment of monthly street repair utility service charges for 12 consecutive months, beginning with each utility customer's January 2025 utility bill.

BACKGROUND:

Section 12-11-6 of Pueblo Municipal Code authorizes City Council, as the *ex officio* governing board of the Enterprise, to establish monthly street repair utility service charges. This proposed Ordinance suspends payment of the Enterprise's monthly service fees for 12 consecutive months.

FINANCIAL IMPLICATIONS:

The suspension of the payment of utility fees would result in a projected loss of revenue for the Enterprise of approximately $2.8 million in 2026.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Not applicable as the fee cannot be assessed unless based upon a fee study which has not been performed.

RECOMMENDATION:

Approval of this Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE SUSPENDING THE PAYMENT OF THE MONTHLY STREET REPAIR UTILITY SERVICE CHARGES FOR TWELVE CONSECUTIVE MONTHS BEGINNING WITH EACH UTILITY CUSTOMER'S JANUARY 2026 UTILITY BILL

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

SECTION 1.

The payment of monthly street repair utility service charges to the City of Pueblo's Street Repair Utility Enterprise shall be and hereby are suspended for twelve (12) consecutive months, beginning with each utility customer's January 2026 utility bill.

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 be effective upon the date of final action by the Mayor and City Council.

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: December 22, 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 300 W. ABRIENDO AVE. FROM R-5, MULTIPLE RESIDENTIAL AND OFFICE ZONE DISTRICT TO B-2, SUBREGIONAL BUSINESS ZONE DISTRICT

SUMMARY:

The applicant is requesting to rezone approximately 0.65-acres located at 300 W Abriendo Ave from R-5, Multiple Residential and Office Zone District to B-2, Sub-Regional Business Zone District

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The subject property, 300 W Abriendo Ave, is the site of the Abriendo Inn, a 1900s home operating as a bed & breakfast inn with 7 rooms and a Wedding Facility, both of which are allowed as a use-by-right in the current R-5 Zone District. The applicant is requesting to expand the use of the property to include outdoor ticketed events live music performances, which is not a permissible use in the R-5 Zone District; thus, the applicant is requesting to rezone the property. Based on how the applicant is operating the property and the kinds of events they wish to continue to host, staff found that the B-2 Zone District, which allows for a Bed & Breakfast Inn, a Banquet Hall and an Auditorium as Special Use Permits (SUPs), is the most appropriate zone district to encompass the entirety of the scope of all events hosted at the Abriendo Inn that they are requesting to permit. All three SUP requests were approved by the Zoning Board of Appeals on November 25, 2025, contingent upon the approval of this rezoning request.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their November 12, 2025, Regular Meeting, voted 7-0 to recommend approval of the rezoning.

The Zoning Board of Appeals, at their November 25, 2025, Regular Meeting, voted 4-0 to approve the Special Use Permits for the Bed & Breakfast Inn, Auditorium, and Banquet Hall contingent on this rezoning and voted 4-0 to approve a parking variance for the Auditorium and Banquet Hall contingent on this rezoning.

-

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 and the Special Use Permits and parking Variance would not be issued.

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-25-18 Attachments

ORDINANCE NO.

AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE 300 W. ABRIENDO AVE. FROM R-5, MULTIPLE RESIDENTIAL AND OFFICE ZONE DISTRICT TO B-2, SUBREGIONAL BUSINESS ZONE DISTRICT

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

SECTION 1.

The zoning restrictions covering the following described property, and in addition half of all adjacent dedicated roadway and alley rights-of-way, together generally identified in the attached Rezone Exhibit, is hereby changed from R-5, Multiple Residential and Office Zone District to B-2, Sub-Regional Business Zone District:

LOTS 11 TO 16 BLK 96 SOUTH 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 _____.

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 _____

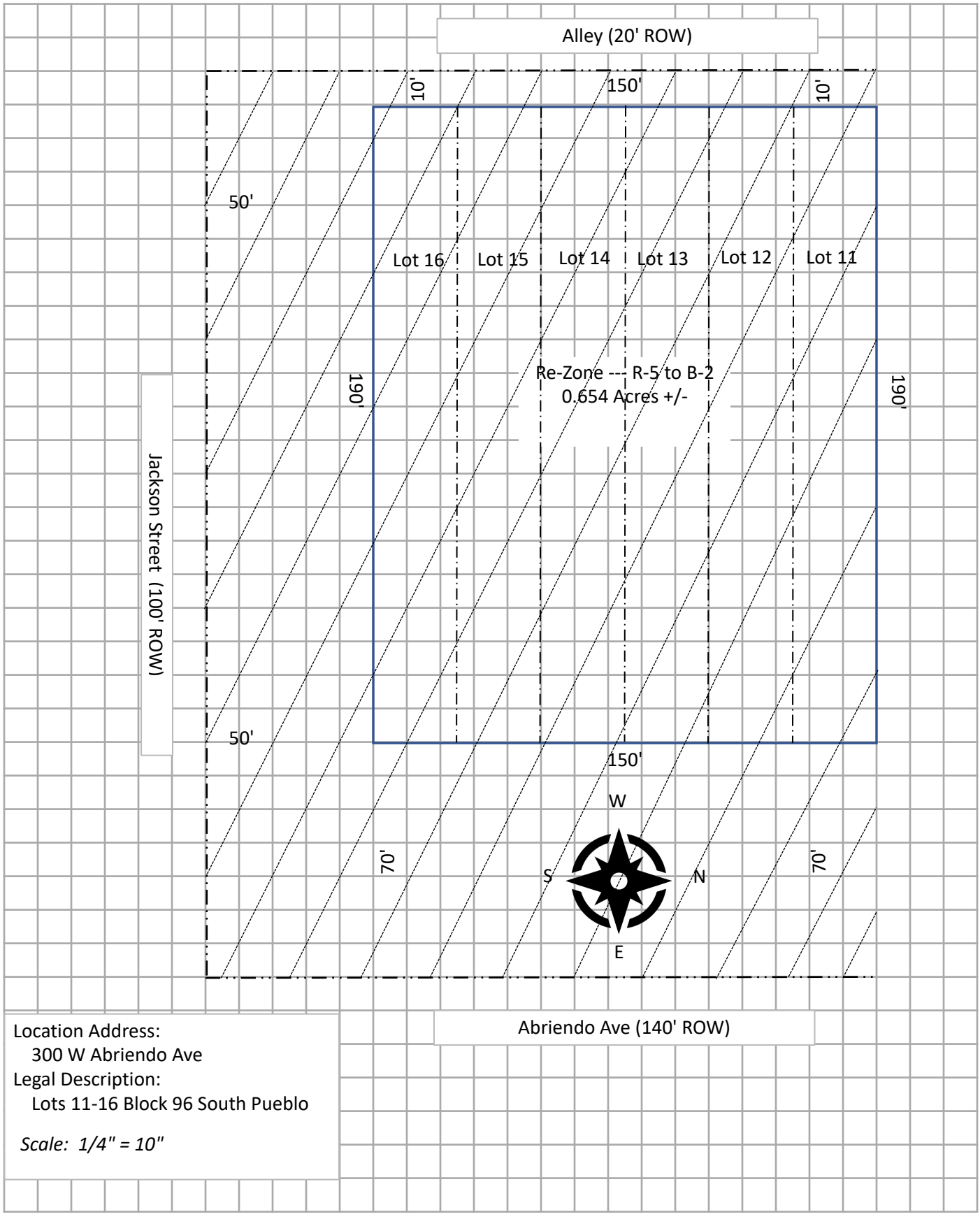
☐ Council action on _____ failed to override the Mayor's veto.

_____
President of City Council

ATTEST

_____
City Clerk

RE-ZONE EXHIBIT



Location Address:
300 W Abriendo Ave
Legal Description:
Lots 11-16 Block 96 South Pueblo

Scale: 1/4" = 10"

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

James Salazar

Planning & Zoning Commission

MINUTES OF REGULAR MEETING
City of Pueblo, Colorado
Wednesday, November 12, 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, Alexandra Aznar, Brett Boston, James Salazar, Elizabeth Bailey, Cheryl Spinuzzi

Commissioners Absent:

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

Staff Members Absent: None

Public Hearing:

Z-25-18 Rezone: Rezoning of 0.65 acres located at 300 W Abriendo Ave from Multiple Residential and Office (R-5) Zone District to Subregional Business (B-2) Zone District. Staff Report by Mikaylin Hackley, Planner.

Hearing: Applicant Jeff Bailey was sworn in and spoke in favor of the application. Also sworn in and speaking in support were Brett Verna, Leslie Nazario, Mike Archuleta, Bret Stewart, Aaron Colletti, Midori Hatton, Nancy Ausbun, John Coope, Debbie Mulay, Kelly Hibler, Sally Sharp, Jim Sharp, Corinne Brown, Russell Lane, David Carleo, Danny Westen, Joe Vigil, Scott Thomas, Louis Nazario, David Cesario and John Grove. Exhibit A presented in support. Being sworn in and speaking in opposition was Jennifer Modrell. Exhibit B presented in opposition.

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

Motion Passed: 7-0

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

James Salazar

Z-25-18

November 12, 2025

TO:	City of Pueblo Planning and Zoning Commission
FROM:	Mikaylin Hackley, Planner
THROUGH:	Beritt Odom, Director of Planning and Community Development
SUBJECT:	Rezoning of 300 W Abriendo Ave
APPLICANT:	Jeff Bailey
PROPERTY OWNER:	Jeff Bailey
LOCATION:	300 W Abriendo Ave
CONCURRENT REQUESTS:	ZBA-25-42, ZBA-25-43, ZBA-25-44, & ZBA-25-45

REQUEST:
The applicant is requesting to rezone 300 W Abriendo Ave from a Multiple-Residential and Office (R-5) Zone District to a Sub-Regional Business (B-2) Zone District in order to request uses-by-review for 3 desired commercial uses, two of which are not permissible under the current zoning.

EXPLAINATION OF REQUEST:
The subject property, 300 W Abriendo Ave, is the site of the Abriendo Inn, a 1900s home operating as a bed & breakfast inn with 7 rooms and a Wedding Facilty, both of which are allowed as a use-by-right in the current R-5 Zone District. The applicant is requesting to expand the use of the property to include outdoor ticketed events which sometimes include with live music performances, which is not a permissible use in the R-5 Zone District. Thus, the applicant is requesting to rezone the property to B-2 in order to apply for a new Special Use Permit (SUP) for an Auditorium, which is a use-by-review in that district. Planning staff also found that the property's current use as a private party venue fit the use definition of a Banquet Hall more appropriately than a Wedding Facility, thus requiring the second SUP should the rezoning be approved. The rezoning would also change the Bed & Breakfast Inn use from a use-by-right to a use-by-review in the B-2 district, thus requiring a third SUP for a Bed & Breakfast Inn to continue running the Bed & Breakfast use in conjunction with the banquet hall and auditorium.

Based on how the applicant is operating the property and the kinds of events they wish to continue to host, staff found that the B-2 Zone District, which allows for a Bed & Breakfast Inn, a Banquet Hall and an Auditorium by review, is the most appropriate zone district to encompass the entirety of the scope of all events hosted at the Abriendo Inn that they are requesting to permit.

At the time of initial application, planning staff reviewed the current code definitions of Wedding Facility and Banquet Hall with the applicant to determine which land use definition more accurately described their business. The definition of a Wedding Facility, which is the current licensed use of the property, is as follows in the Pueblo Municipal Code (PMC):

"*Wedding facility* means an establishment that primarily provides the facilities and services for weddings on a commercial basis. This definition does not include churches and similar congregations where weddings are an ancillary use."

The definition of a Banquet hall is as follows:

"*Banquet hall* means an establishment, which is rented by individuals or groups to accommodate private functions including, but not limited to, banquets, weddings, anniversaries and other similar celebrations. Such use may or may not include: 1) kitchen facilities for the preparation or catering of food; 2) the sale of alcoholic beverages for on-premises consumption, only during scheduled events and not open to the general public; and 3) outdoor gardens or reception facilities."

While staff recognizes that there is no discernable difference in the intensity of use regardless of whether the type of event is a wedding or another similar booked event like an anniversary or birthday party, the definition of wedding facility is clearly written to only allow weddings, and the Abriendo Inn hosts other types of private events that fit the characteristics of the Banquet Hall definition including accommodating catering, selling alcohol for on-premises consumption, and providing outdoor reception facilities. Thus, staff finds that banquet hall is a more accurate definition of the events that are booked by private customers at the Abriendo Inn, and this rezoning will allow the applicant to request Banquet Hall as a use-by-review.

The other type of event that the applicant is hoping to permit under the B-2 zoning is public, ticketed events put on by the Inn itself, rather than private renters like the Banquet Hall definition. These are outdoor concert events that take place in the same outdoor reception space as the private events, so both uses need to be permitted as they would be co-existing independently to each other. Based on the applicant's description of events, staff informed the applicant that an auditorium is the most appropriate definition for the described concert events, which is defined as follows:

"*Auditorium* means an open, partially enclosed, or fully enclosed facility used or intended to be used primarily for spectator sports, entertainment events, expositions, and other public gatherings. Typical uses include convention and exhibition halls, sports arenas, and amphitheaters."

Should this rezoning be approved, the Special Use Permit hearings will evaluate the merits of these specific uses at the subject property through findings of fact regarding ingress and egress, parking, trash service, utilities, screening and buffering, signage, open space, and general compatibility with surrounding properties.

BACKGROUND:

Independently of the formal rezoning hearing, the applicant performed some public outreach regarding their various applications. A flyer was created and distributed by the applicant (Exhibit F4) about an outreach meeting they hosted with a QR code to fill out an online survey. Paper copies of the survey were also distributed, and collection boxes for them were available on-site at the Abriendo Inn as well as at the Planning and Community Development Office at 211 E D St. A total of 136 survey responses were collected and shared with the Planning Department. Exhibit F5 is a blank copy of the survey that was sent out as it appeared in both physical and digital forms. Exhibit F6 is Planning staff's tallied results of the multiple-choice questions on both forms of the survey. Planning staff was also provided with all the written responses to questions that allowed for longer-format answers and found the majority of them supportive of the Abriendo Inn's events, as many of the respondents indicated that they are attendees. Those responses that were not in support of the events mostly cited parking and noise as their primary concerns. Planning staff did not create or

disseminate this survey outside of keeping a response box in the office, and all responses were anonymized. Official noticing from the Planning department about this hearing still occurred, and public notice postcards were sent to all 38 property owners within 300' of the property boundaries of 300 W Abriendo Ave. as required by code.

In addition to the survey collections, the applicants hosted a meeting at their property to present their mitigation plans for the requested uses under the new zone district. Planning staff was unable to attend the entirety of the meeting due to a scheduling conflict, but the applicant provided a written narrative of the event (Exhibit F7) and met with Planning staff after the event to discuss what was presented. Because the most commonly cited concerns were about parking and noise levels, the applicant's provided mitigation plans focused on those two elements. The applicant described that they had invested in sound-dampening blankets and planned to temporarily install them across their western property line fence whenever music events are hosted (Exhibit F8). Parking was also noted as a concern. The Abriendo Inn has 10 on-site parking spaces for the Bed & Breakfast use when outdoor events are not being hosted. However, during outdoor private and ticketed events, the parking area is converted into event space, and all parking occurs off-site. The requested SUPs for the Banquet Hall and Auditorium will be contingent on a 100% on-site parking variance, at which time the proposed parking mitigation efforts will be more thoroughly reviewed.

ANALYSIS:

While the specific aspects of the proposed uses will be discussed in their respective Special Use Permit applications, the requested rezoning of the site into B-2 does necessitate some analysis of the property in general and how it conforms to the B-2 zone district regardless of any one particular use. The stated intent of the B-2 district in the PMC is "to provide areas for the sale at retail of convenience-type goods and services required by residents of a subregion provided that the outlets create no nuisance." Staff finds that "nuisance" in this context encompasses both parking concerns and noise levels for the surrounding residential neighborhood, so both of these items should be considered with the rezoning request.

The subject property's designated Future Land Use as established in the 2022 Regional Comprehensive Plan is Neighborhood Mixed-Use. The Neighborhood Mixed-Use classification calls for primary land uses of retail, restaurants, offices, commercial services, and other professional services and secondary land uses of multi-family dwellings, community facilities, and other neighborhood-serving uses. Staff finds that the B-2 zone district does conform with this comprehensive plan designation as the B-2 allows uses like limited retail, offices, and neighborhood-scale services like barbershops and laundromats by right, but still offers some flexibility for potential higher-intensity commercial uses such as gas stations, auto-retail, and hotels as uses-by-review.

SITE CHARACTER AND COMPATIBILITY

Site Character: The property is developed with a historic 2-story home built in 1900.

Neighborhood Compatibility:

North: Multiple Residential and Office (R-5) District & Government Use (S-1) District;
Developed with multi-family housing and two small parks

East: Multiple Residential and Office (R-5) District & limited Central Business (B-4) District;
Developed with single-family and multi-family homes

South: One- and Two-Family Residential (R-3) District; Developed with single-family homes
West: Multiple Residential and Office (R-5) District; Developed with single-family homes

Comprehensive Plan Compliance:

The subject site is designated by the Pueblo Regional Comprehensive Plan, 2022, as Neighborhood Mixed-Use. The Neighborhood Mixed-Use classification calls for primary land uses of retail, restaurants, offices, commercial services, and other professional services and secondary land uses of multi-family dwellings, community facilities, and other neighborhood-serving uses. The B-2 Zone District generally complies with this designation as it allows uses like limited retail, offices, and neighborhood-scale services like barbershops and laundromats by right, but still offers some flexibility for potential higher-intensity commercial uses such as gas stations, auto-retail, and hotels as uses-by-review.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTEXT OF ZONE DISTRICT REQUIREMENTS PER §17-4-51(a)(16) OF THE PMC:

B-2 Zone District Standards:
Purpose. The standards of this district (B-2) are intended to provide areas for the sale at retail of convenience-type goods and services required by residents of a subregion provided that the outlets create no nuisance.

RECOMMENDED ACTION:
Should the Planning and Zoning Commission find that the proposed rezoning conforms with the Comprehensive Plan and the intent of the B-2 Zone District, a recommendation of approval to City Council is appropriate.

REFERRAL AGENCIES AND COMMENTS:

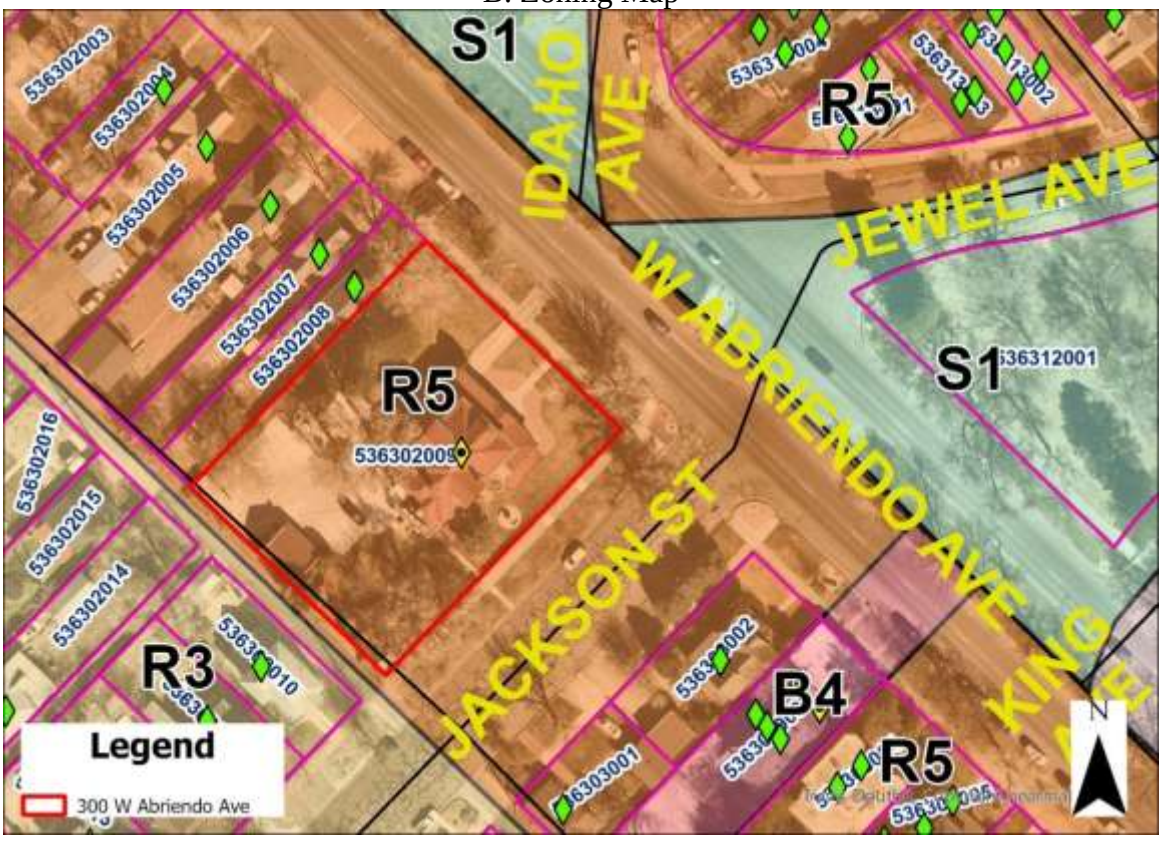
• City Public Works	No comment
• City Transportation (Helen Dupree, Traffic Engineering Analyst)	Parking minimums for the Bed & Breakfast use are met per the provided parking plan when the rear yard is designated for parking spaces rather than an event space. The other proposed uses, the Banquet Hall and the Auditorium, will require a parking variance, which will be conditioned on mitigation efforts.
• City Law Department	No comment
• Pueblo Regional Building Department (Roger Anderson, Plans Examiner)	Regional Building has no objections to the application. Permits (and plan review where needed) will be required for any new construction or modification.
• City Fire Department (Paul Haley, Fire Inspector & Plans Examiner)	The requested Special Use Permits will require maps with areas that specify use types for 1. Tables and chairs, 2. Standing room, 3. Dance floor, and 4. Chairs only, for occupancy load factors that will give a better view of what is allowed for the property as a whole. Chapter 10 in the international fire code gives specifications for these numbers, however it gets more complex as to size of egress, egress components, pathways, and the totals of the outside areas with the interior areas included for total numbers. I'm sure bathrooms and ADA will also be concerns. This is why an engineer would aid in completing a complete evaluation of the property giving the totals for each type of use the full understanding can be obtained.
• City Wastewater	No comment
• City Stormwater	No comment
• City Parks and Recreation Department	No comment
• Xcel Energy	No comment
• Black Hills Energy	No comment
• CDOT	No comment

ATTACHMENTS:

A. Aerial Map
B. Zoning Map
C. Comprehensive Plan Map
D. Public Notice Photo
E. Rezoning Exhibit
F. Supporting Documents
    1. Information Sheets for R-5 and B-2 Zone Districts
    2. Signed Application & Justification of Facts
    3. Site Plan
    4. Community Outreach Meeting Flyer
    5. Community Outreach Blank Survey Copy
    6. Community Outreach Survey Results
    7. Community Outreach Meeting Narrative
    8. Sound Dampening Plan

A. Aerial Map

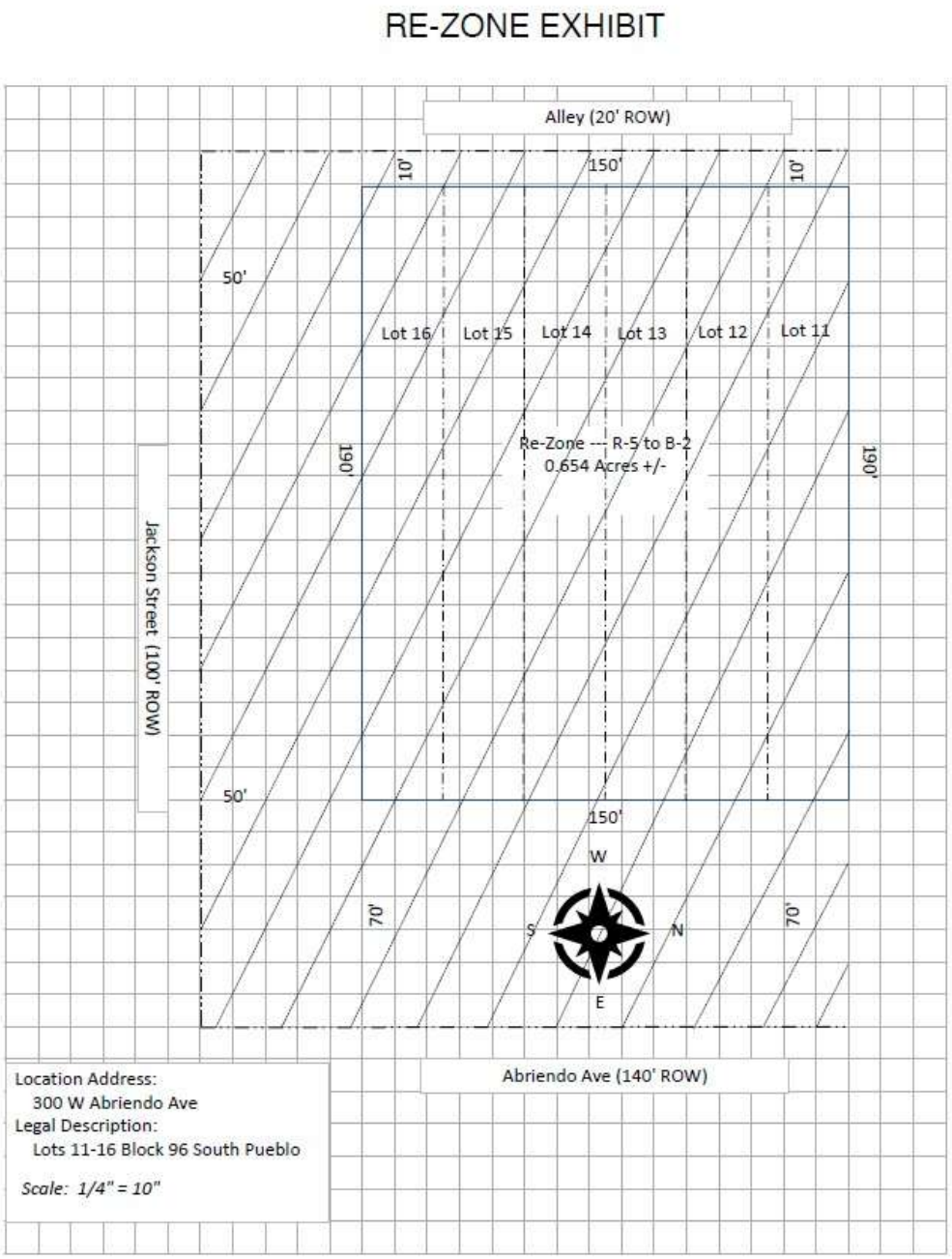
B. Zoning Map



C. Comprehensive Plan Map

D. Public Notice Photo

E. Rezoning Exhibit



F. Supporting Documents

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

Zone District: R-5 (Multiple-residential and Office District)

Purpose. The standards of this district (R-5) are designed to retain and provide areas of high density multifamily dwelling unit structures with limited commingling of professional offices and studios.

Setbacks:	Front	25’	Side	5’	Rear	15’
Coverage:	50%					
Floor Area Ratio	2	Floor Area / Land Area				
Max. Height	Unlimited	(See Section 17-4-6 for additional setbacks required for structures over 35’ in height)				
Minimum Lot Width:	50’					
Minimum Lot Size:	3,000 Square Feet (*1)					

(*1) Three (3) to five (5) family dwelling unit structures shall have one thousand five hundred (1,500) square feet of lot area per dwelling unit.

(*1) Six (6) or more family dwelling unit structures and other permitted uses shall have a minimum of eight thousand (8,000) square feet of lot area or one thousand (1,000) square feet per dwelling unit, whichever is greater and, if one (1) to three (3) habitable stories, shall provide at least twenty percent (20%) of the parcel in landscaped open space; if over four (4) habitable stories, shall provide at least fifty percent (50%) of the parcel in landscaped open space. Up to one-half (1/2) of the required open space may be in the form of balconies of at least four (4) feet wide on roofs developed and maintained as garden or recreation areas, but in no case shall space provided for off-street parking, loading or road access ways be counted as open space; and provided that the other permitted uses shall provide a parcel of land at least five thousand (5,000) square feet.

Single Family Homes:	§ 17-4-11 Single family home placement standards
Performance standards:	§ 17-4-4(b)
Outdoor Lighting	§ 17-4-52 Outdoor Lighting Performance Standards.
Off Street Parking	§ 17-4-43 Off-street parking non-residential.
Landscape:	Required. § 17-4-7
Public Sidewalks:	§ 17-4-44

Permitted Uses § 17-4-51(c)

Uses by right.

1. Accessory community garden
2. Accessory dwelling unit, established
3. Accessory heliport, emergency medical
4. Art gallery
5. Assisted living facility
6. Beauty salon or barbershop
7. Bed and breakfast home
8. Bed and breakfast inn
9. Boarding-house
10. Child care center
11. Civic club
12. Home, Children
13. Home, Disabled
14. Home, elderly
15. Hospital
16. Manufactured home, one-family
17. Mixed Use
18. Museum
19. Office, general
20. Office, medical
21. Office, professional
22. Parking lot
23. Photography studio
24. Religious institution
25. Residence, condominium
26. Residence, multifamily
27. Residence, one-family
28. Residence, townhouse
29. Residence, two-family (duplex)
30. Urgent care facility
31. Wedding facility

Uses by review.

1. Accessory commissary
2. Accessory drive-thru
3. Accessory emergency generator
4. Accessory pigeon and dove keeping
5. Adult day service center
6. Broadcasting studio
7. Catering service
8. Charitable institution
9. Commercial, established
10. Community center
11. Crematory
12. Financial institution
13. Funeral home
14. General service
15. Group care facility
16. Halfway house
17. Heliport, emergency medical
18. Hospice care facility
19. Instructional studio
20. Massage establishment
21. Mortuary
22. Nursing home
23. Parks, trails and open space
24. Public utilities
25. Recreation facilities, indoor
26. Restaurant
27. Restaurant, carry-out
28. School, trade
29. Student Housing
30. Theater, general

Conditional uses:

1. Accessory antenna
2. Accessory commercial patio
3. Accessory medical marijuana home cultivation
4. Accessory solar array
5. Artist studio
6. Child care home
7. Community garden
8. Development in floodplain
9. Home based business
10. Legal non-conforming uses
11. Live-work unit
12. Temporary construction yard
13. Mobile food vendor
14. Temporary model home (sales office)

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Zone District: B-2 (Subregional Business District)

Purpose. The standards of this district (B-2) are intended to provide areas for the sale at retail of convenience type goods and services required by residents of a subregion provided that the outlets create no nuisance.

Setbacks: Front: 25' Side: 5'* Rear: 15'*
* Does not apply on the portion of the parcel adjacent to another parcel also in a business or Industrial zone. It does apply when the portion of the parcel is adjacent to a residential or special zone (streets and alleys not considered.).

Coverage:	50%
Max. Height:	35'
Minimum Lot Width:	50'
Minimum Lot Size:	5,000 Square Feet

Performance standards: § 17-4-5(1). Schedule of District Regulations (Part IV, Nonresidential).

Outdoor Lighting: § 17-4-52 Outdoor Lighting Performance Standards.

Off Street Parking: § 17-4-43 Off-street parking non-residential.

Landscape: Required. § 17-4-7

Public Sidewalks: § 17-4-44

Permitted Uses § 17-4-51(c)

Uses by right.

1. Accessory commissary
2. Accessory community garden
3. Accessory dwelling unit, established
4. Art gallery
5. Beauty salon or barbershop
6. Butcher shop
7. Car wash
8. Catering service
9. Instructional studio
10. Laundromat
11. Massage establishment
12. Office, general
13. Office, medical
14. Office, professional
15. Pet shop
16. Photography studio
17. Public utilities
18. Residence, established
19. Retail sales, general

Uses by review.

1. Accessory drive-thru
2. Accessory emergency generator
3. Accessory heliport, emergency medical
4. Adult day service center
5. Ambulance service
6. Auditorium
7. Automobile dealership
8. Automobile rental
9. Banquet hall
10. Bar, tavern
11. Bed and breakfast home
12. Bed and breakfast inn
13. Blood bank or donor station
14. Body art studio
15. Bowling alley
16. Brewpub
17. Broadcasting studio
18. Charitable institution
19. Child care center
20. Civic club
21. Commercial, established
22. Community center
23. Contractor's shop
24. Dog care facility
25. Farmers market
26. Financial drive-up facility
27. Financial institution
28. Funeral home
29. Gas station
30. General service
31. Health club
32. Hospice care facility
33. Hospital
34. Hotel (Motel)
35. Kennel (cattery)
36. Laundry service
37. Library
38. Mortuary
39. Museum
40. Parking lot
41. Parking structure
42. Parks, trails and open space
43. Pawnshop
44. Payday loan agency
45. Precious metal purchaser
46. Print shop
47. Recreation facilities, indoor
48. Recreational vehicle, sales and service
49. Religious institution
50. Rental shop, equipment
51. Repair shop, durable goods
52. Residence, one-family
53. Residence, two-family (duplex)
54. Retail sales, auto parts
55. Retail sales, big box
56. Retail sales, building materials
57. Retail sales, liquor store
58. Retail sales, tires
59. School, college or university
60. School, general
61. School, preschool
62. School, trade
63. Shooting range
64. Smoking lounge
65. Temporary farmers market
66. Temporary mobile auto repair
67. Theater, general
68. Theater, multiplex
69. Truck stop
70. Urgent care facility
71. Veterinary clinic
72. Wedding facility

Conditional uses:

1. Accessory antenna
2. Accessory commercial patio
3. Accessory medical marijuana home cultivation
4. Accessory solar array
5. Artist studio
6. Automobile repair, lube shop
7. Automobile repair, paintless dent repair
8. Bakery, retail
9. Community garden
10. Development in floodplain
11. Home based business
12. Live-work unit
13. Mobile food vendor
14. Pharmacy
15. Rental shop, general
16. Repair shop, consumer items
17. Restaurant
18. Restaurant, carry-out
19. Retail sales, garden center
20. Temporary construction yard

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Planning & Zoning Map Amendment Application (Rezoning)

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

Property Owner	
Name: Jeff and Cindy Bailey	
Company: Abriendo Inn LLC	
Address: 300 W Abriendo Ave, Pueblo CO	Zip: 81004
Phone: ( )719-626--9676	Email: theabriendoinn@gmail.com
Applicant	
Name: Jeff and Cindy Bailey	
Company: Abriendo Inn LLC	
Address: 300 W Abriendo Ave, Pueblo CO	Zip: 81004
Phone: ( )719-626-9676	Email: theabriendoinn@gmail.com
Person or Firm Representing (If Different From) Owner or Applicant	
Name:	
Company:	
Address:	Zip:
Phone: ( )	Email:
*The **applicant** will be the primary contact unless otherwise noted.*	

Project Location: 300 W Abriendo Avbe., Pueblo, CO 81004
(address or general description)

Parcel# 536302009

Legal Description: Lots 11 to 16 BLK 96 South Pueblo

Subdivision: Acreage: .65

Existing Zone District: R-5	**Proposed Zone District:** B-2

Purpose of this Application:

- ☑ To permit development of the property not allowed under the existing zone district.
- ☐ To provide proper zone district in conjunction with the subdivision plan for the area.
- ☐ In conjunction with the Annexation petition to annex the property in a use different than the existing Pueblo County Zoning.
- ☐ Other (specify):_____

(Continued from previous page)

Statement of Facts:
Justifying the zone change request. Be specific; use additional sheets if necessary.

See attachment - "Statement of Fact"

Description of area surrounding proposed development:

The Abriendo Inn at 300 W Abriendo is on the edge of commerical and live/work propeties to the south and residential areas North, East and West. Most homes were constructed in what appears to be the early to mid 1900's.

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 attachment - "Description of the 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: Immediately upon zoning approval

Estimated date for completion of project: Spring of 2026

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

See attachnent - "Statement of Economic Responsibility"

☐ CD with DWF and DWG (Autocad) file of all plans and drawings & a PDF of all documents submitted. (**if applicable**)

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

1. Authorized personnel from the City of Pueblo, are hereby granted the right to enter the subject property for the purposes of reviewing and processing the application, including Certificate of Occupancy Inspections.

Office Use Only

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

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:	Jeffrey O. Bailey	
Signature:	Jeffrey O. Bailey	Date: 10-22-2025
Applicant, if different from Property Owner		
Print Name:		
Signature:		Date:

General description of the proposed development to the distance which will be affected …

General Description of the Proposed Development

Applicants plan to continue to operate a Bed & Breakfast / Inn along with a wedding venue. The spacious, landscaped grounds will provide outdoor wedding facilities and with special use permission and parking variance concurrently being applied for, accommodate small concert event and Banquet Hall gatherings such as receptions, anniversary, graduation, and other parties etc.

The home at 300 W Abriendo Ave. will remain true to the historical nature of the neighborhood. The re-establishment of once thriving Abriendo Inn has and will remain compatible with numerous small businesses in the Mesa Junction area and will support many local businesses in the community.

Environmental effect

a) Inn and outdoor venue will not require the use of large, noisy, odor emitting vehicles.
b) The property is already landscaped to mitigate noise and light, as well screen activities within the yard but further steps will be taken to mitigate noise from live music using sound absorbing curtains.
c) The property also has an attractive 6' wood fence located along the west elevation (Alley) and the majority of the north elevation (adjacent neighbor). The fence and dense foliage from trees and shrubs on our Southside will provide a sound and visual barrier for our neighbors.

Economic effect

Employing 2 owners/innkeepers (living on the 2nd floor of the home), 2 part-time housekeepers, and up to 10 part-time event employees, the Inn and Event Venue will support the business of short-term lodging, and special events i.e. wedding, parties and fundraisers for non-profits. These revenue streams are seen as profitable for the owners and supportive of the economy in the city of Pueblo.

Traffic effect

Off street parking in our parking lot is located within the property behind the existing home with ingress via the driveway on Abriendo Ave. The parking lot can accommodate eight vehicles. Additional off street parking is potentially available within .25 miles of the property in vacant lots and after business hours at nearby business parking lots. Additional on street parking, if approved in our variance application to be submitted concurrently, adds 115' of adjacent street parking on Abriendo Ave. and 195' of adjacent street parking on Jackson street. Two private parking lots within 2.5 blocks of The Abriendo Inn have lease potential: 1) on the

corner of Abriendo and Quincy and 2) the parking lots at the Restore Store on the corner of Abriendo and Main. 48 public parking spaces exist on the island between Colorado and Broadway off of Abriendo Ave. Arch's Peditaxi service has committed to shuttling event guests to and from these potential parking areas during events at The Abriendo Inn.

The Inn and outdoor venues will not require the use of large, noisy, odor emitting vehicles. All large truck deliveries are made in the alley off of Jackson Street.

Statement of Economic Responsibility

The rezone of the property from R-5 to B-2 will not require any permanent construction. Owners already have the needed tables, chairs, tents and other event. Maintain and manage the historical integrity of the property and good neighbors.

B-2 Rezone Statements of Fact:

A. Detailed explanation of the request

We request permission to continue to operate the home as a Bed & Breakfast / Inn. We request permission to continue to host wedding events. We request permission to hold both indoor and outdoor banquet hall activities such as non-profit fundraising benefits, receptions, anniversary, graduation, and holiday parties etc. We request permission to use the property as a small concert venue that will respect decibel level requirements and meet parking requirements as listed by ordinance. We request permission to host non-profit benefits that may incorporate live music. We request permission for a parking variance to the B-2 parking requirements.

B. **Justifying the zone change request**

1. The Foundation

The word "Abriendo" in Spanish means "Open". Applicants believe that The Abriendo Inn, originally the Walter's mansion, was always meant to be open to the neighborhood, larger community of the Mesa Junction and to Pueblo. *The home is not to be owned but to be shared with all who come to its gate and doors.*

2. **Land Use History of 300 W Abriendo Ave**

Built in 1906, by Martin Walter, founder of the Walter's Brewing company, the home and property were used as a private residence. In 1989, Carolyn Trent purchased the property and was permitted to operate the "Abriendo Inn Bed and Breakfast" and host wedding events as uses by right. The property was sold multiple times but ultimately failed and was foreclosed on by the bank In 2012. The property's use was then changed to (R-5) by the Sangre de Cristo Hospice and was used as office space until 2020. Applicants contend that the property will likely never be used as a single family home again as the high extremely high utility and maintenance costs make use as a private residence cost prohibitive. Additionally, Applicants believe that a limiting use to Bed & Breakfast / Inn and wedding venue only, are not sufficient income streams to be financially successful as evidenced by the fact that multiple owners attempted yet ultimately failed. Therefore, it's the applicants contention that a rezone to B-2, allowing full commercial use of the land, is necessary to meet the financial requirements required to be successful and that a thriving "Abriendo Inn" is important to the economic health of the Mesa Junction / South Pueblo region of Pueblo.

3. **Zoning Category vs Assessors Tax Category Non-Aligned**

The property is currently zoned Mixed Residential and Office (R-5) District, yet the County Assessor categorizes and taxes the property as "Real Estate - Commercial (RE-COMM) (see **Exhibit E**). We believe that if the property is taxed as a commercial property, applicants should by right and fairness be allowed to align the zoning of the property with it's assessed tax category.

4. **Evidence of need for multiple and sustainable revenue streams**
In the five years that applicants have owned and managed the property we have faced an increase in commercial property insurance from $9k in 2020, to over $20k in 2025. Additionally, we have been dropped and forced to find a new insurer each and every year of ownership due to the age of the home and nationally registered historic home designation. This along with high electrical, natural gas and water bills each averaging $500 per month, require the maximization of the property's commercial potential to survive in this challenging economic environment.

For these reasons and those addressed in (2) above, applicants request permission to bring the zoning of the property in line with our financial needs and property use goals.

5. **Evidence of need for a safe, intimate, small outdoor event & music venue**
In order to meed the social needs of Pueblo's citizens and maximize the commercial potential of the property to meet the financial requirements necessary to maintain the property, applicants feel it is imperative that the property be available for parties and other events. Believing that we were operating within the scope of our zoning purview, applicants held events requested and listed in (A) above and have found that the city of Pueblo and event guests from throughout Southern CO have enthusiastically embraced our venue's private and public entertainment events. We've heard repeatedly from our event attendees how desperately Pueblo needs what we offer and wish to continue to offer for the 45-80 age group as it provides a safe, and small, intimate outdoor setting (see **Exhibit G**). We have heard from neighbors how much they enjoy listening to the music. They see The Abriendo Inn as a light of hope that the Mesa Junction can return to it's once thriving status.

A rezone to B-2 would enable applicants to meet the city's needs

6. **Evidence of our good neighbor efforts with respect to noise and parking concerns**
In the five years of ownership, not once have the Pueblo Police or Pueblo County Sheriff's office entered the property due to a complaint involving an event or Inn guest disturbance. We learned after an event that occurred on August 25, 2025 that noise levels from our concert and parking concerns resulted in complaints by a few neighbors. We wish to remain good neighbors and will take necessary steps to prevent our small outdoor events from becoming a nuisance. We have since met multiple times with a sound entertainment professional to obtain advice and direction to mitigate sound levels outside and subsequently then purchased sound absorbing curtains which will be temporarily hung from the carriage house walls, tent walls and be attached to poles to reduce the decibel level output needed to meet decibel level limitations. To mitigate parking concerns by our neighbors, we have identified three private parking lots, most within two blocks of The Abriendo Inn, with which we will pursue to secure use agreements. Lastly, we will direct event guests to utilize the 48, free public parking spaces located at the Mesa Junction island between Taffy's and the Rawlings public library and nearby public parking at a church 1 block form The Abriendo Inn.

By mitigating noise and parking concerns, applicants will demonstrate our good faith effort to be great neighbors and share this historic property with all of Pueblo and the surrounding areas.

7. **Evidence of need to restore hope and prosperity to a once thriving community**
The Mesa Junction of South Pueblo was Pueblo's first shopping district, trolly cars travelled up and down the median between the one way streets of Abriendo and citizens enjoyed a thriving neighborhood. Today a needle exchange clinic, and an abandoned victorian mansion sits a hundred feet from the Abriendo Inn and a growing unhoused population walks endlessly up and down the sidewalks, lounging in the public parks now rarely used by the neighborhood's children. An economically healthy Abriendo Inn, provides a shining light and vitality in what otherwise is becoming declining residential and commercial area. Neighbors that walk the sidewalk in front of the Inn tell us repeatedly how much they enjoy the beauty of the property and the sounds of music on summer nights and appreciate the positive impact the neighborhood and the sounds of music on summer nights.

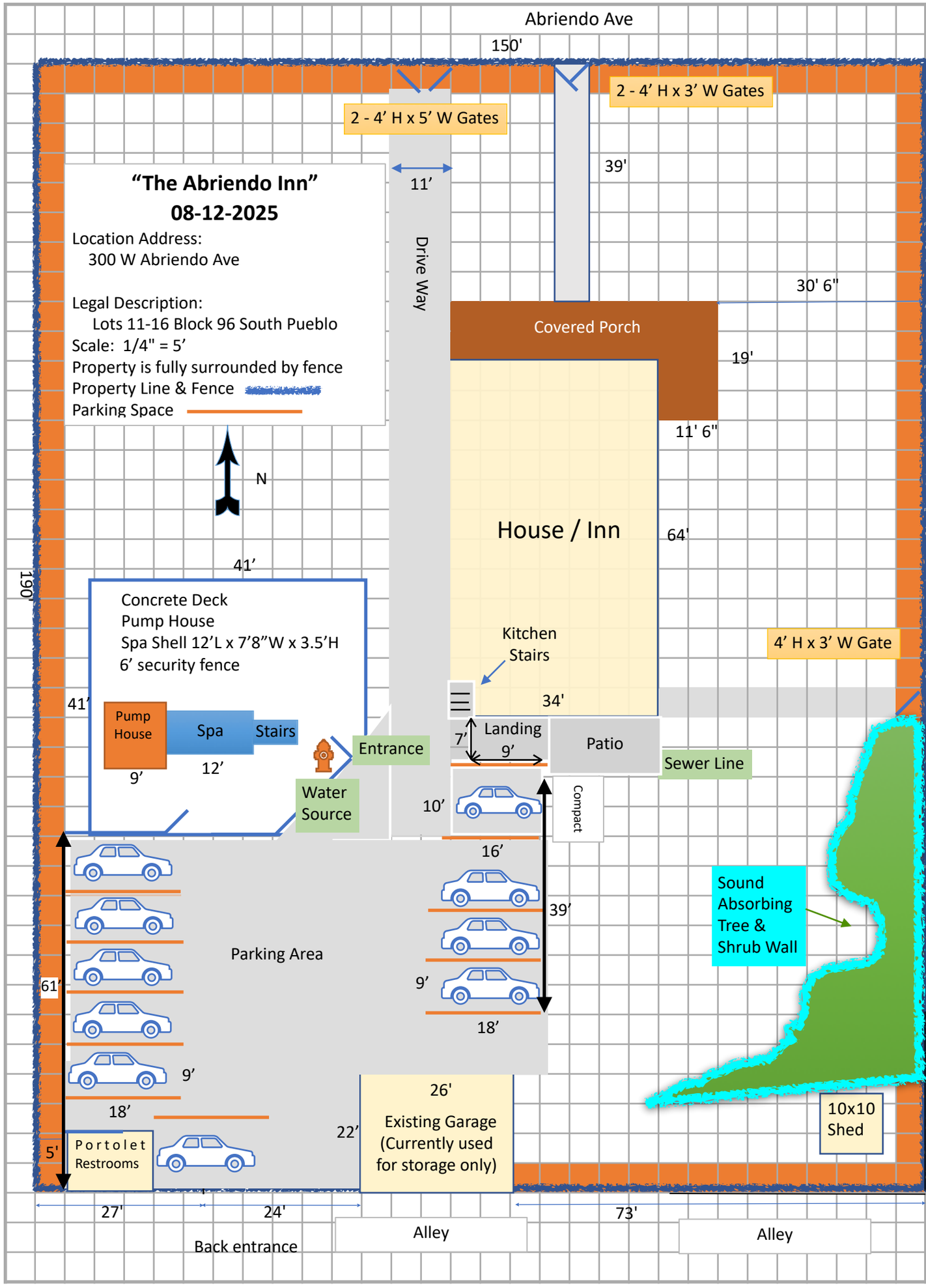
Applicants request to rezone the property to B-2 will enable us to continue stabilizing healthy property values for our neighbors.

8. **Evidence of positive economic impact**
The Abriendo Inn has for the last three years employed up to 10 part time employees to manage the Inn and events. 2 maids, up to 4 and sometimes 5 bartenders, 1 security guard, 1 receptionist and 5 event staff work large weddings and other events. Ages of employees range from 15 to 60. Additionally, The Abriendo Inn provided performance opportunities for approximately 10 local and regional bands each summer. To be restricted to Mixed Residential and Office (R-5) District, employment opportunities benefitting Pueblo residents will eliminate employment opportunities for high school students all the way to mature adults that need additional income to attend local colleges and otherwise supplement income. Local bands will lose another venue with which to display their skill and professionalism.

Applicants request to rezone the property to B-2 to continue positively supporting Pueblo's economic community.

9. **Final statements**
The continued success of The Abriendo Inn is of utmost importance to the economic vitality of the Mesa Junction, South Pueblo and the greater Pueblo area. Applicants wish to provide non-profit fundraising events, continue operating a unique - complete outdoor wedding venue and satisfy the cultural and social needs of the city. No other historic, indoor / outdoor property has the mixed commercial / residential location serving as a beacon of light and hope like The Abriendo Inn at the Walter's Mansion. To turn out the lights of this proud icon of Pueblo only further darkens an already dimming light over Abriendo Avenue and the Mesa Junction. Applicants request to rezone the property to B-2 in order to preserve and continue to be the shining star that this historic property symbolizes.

300 W Abriendo Ave



Community Outreach Meeting

When - Tuesday, September 23, at 6 pm
Where - The Abriendo Inn, 300 W Abriendo Ave.

Objectives:
Inform the community of our sound & parking mitigation efforts
Listen and address the concerns of our neighbors
Gauge the level of support / opposition for our rezone initiative

SHARE YOUR VOICE!

Thank you for helping us grow together.

THE ABRIENDO INN

Community Outreach Survey

To continue hosting events and supporting live music, we have taken steps to re-zone. Your anonymous feedback will be of great value as we move through the process.

SHARE YOUR VOICE!

To begin:

1) Scan the QR code
2) Sign in to your Google Account

Thank you for helping us grow together.

THE ABRIENDO INN

Community Feedback Survey: Outdoor Music Events

Hello neighbors,

We're exploring the idea of rezoning 300 W Abriendo Ave, The Abriendo Inn, to occasionally use our venue space to host **small, outdoor music events**. Before moving forward, we'd love your ***anonymous*** input. Please take a moment to share your thoughts. Please drop your survey in our drop box located at Please drop your survey in our drop box located at The Abriendo Inn at 300 W Abriendo Ave, Pueblo, CO 81004 or Planning & Zoning Office at 211 E D St, Pueblo, CO 81003.

1. Awareness

Were you aware that our property has an outdoor venue space?

- Yes
- No

2. General Opinion

How do you feel about hosting **small outdoor music events** in our venue space?

- Strongly support
- Support
- Neutral / Unsure
- Other Please Specify

_____
_____
_____
_____
_____
_____
_____

3. Frequency

How often do you think events like this should be held?

- Once a week
- Twice a month
- Other Please Specify

_____
_____
_____
_____
_____
_____
_____

4. Concerns

What concerns, if any, do you have about these events? *(check all that apply)*

- None
- Noise levels
- Parking
- Other Please Specify

_____
_____
_____
_____
_____
_____
_____

5. Benefits

What potential benefits do you see in hosting outdoor music events? *(check all that apply)*

- Brings neighbors together / builds community
- Provides a safe, intimate entertainment venue for mature adults
- Provides seasonal jobs
- Supports local musicians
- Provides Non-Profit Fundraising Benefits
- Supports local food trucks & caterers
- Other Please Specify

_____
_____
_____
_____
_____

6. Personal Interest

How likely are you to attend one of these music events?

- Very likely
- Somewhat likely
- Other Please Specify

_____
_____
_____

7. Additional Comments

Please share any thoughts, suggestions, or concerns:

- _____
  _____
  _____
  _____
  _____
  _____
  _____
  _____
  _____

Thank you for your participation and input. We'll be hosting a **Community Outreach Meeting** on *Tuesday, September 23, 2025 at 6 PM at The Abriendo Inn* to inform the community on our sound and parking mitigation effort, listen and address the concerns of our neighbors and gauge the level of support / opposition for our rezone initiative. We hope you'll attend.

Community Feedback Survey: Outdoor Music Events

Hello neighbors,

We're exploring the idea of rezoning 300 W Abriendo Ave, The Abriendo Inn, to occasionally use our venue space to host **small, outdoor music events**. Before moving forward, we'd love your ***anonymous*** input. Please take a moment to share your thoughts. Please drop your survey in our drop box located at Please drop your survey in our drop box located at The Abriendo Inn at 300 W Abriendo Ave, Pueblo, CO 81004 or Planning & Zoning Office at 211 E D St, Pueblo, CO 81003.

1. Awareness

Were you aware that our property has an outdoor venue space?

- Yes 132
- No 4

2. General Opinion

How do you feel about hosting **small outdoor music events** in our venue space?

- Strongly support 126
- Support 5
- Neutral / Unsure 3
- Other Please Specify 4

_____
_____
_____
_____
_____
_____
_____

3. Frequency

How often do you think events like this should be held?

- ○ Once a week 73
- ○ Twice a month 37
- ○ Other Please Specify 29

_____
_____
_____
_____
_____
_____
_____

4. Concerns

What concerns, if any, do you have about these events? *(check all that apply)*

- ○ None 98
- ○ Noise levels 12
- ○ Parking 30
- ○ Other Please Specify 12

_____
_____
_____
_____
_____
_____
_____

5. Benefits

What potential benefits do you see in hosting outdoor music events? *(check all that apply)*

- Brings neighbors together / builds community 119
- Provides a safe, intimate entertainment venue for mature adults 127
- Provides seasonal jobs 102
- Supports local musicians 128
- Provides Non-Profit Fundraising Benefits 102
- Supports local food trucks & caterers 117
- Other Please Specify 15

_____
_____
_____
_____
_____

6. Personal Interest

How likely are you to attend one of these music events?

- Very likely 119
- Somewhat likely 10
- Other Please Specify 8

_____
_____
_____

7. Additional Comments

Please share any thoughts, suggestions, or concerns:

- _____
  _____
  _____
  _____
  _____
  _____
  _____
  _____
  _____

Thank you for your participation and input. We'll be hosting a **Community Outreach Meeting** on *Tuesday, September 23, 2025 at 6 PM at The Abriendo Inn* to inform the community on our sound and parking mitigation effort, listen and address the concerns of our neighbors and gauge the level of support / opposition for our rezone initiative. We hope you'll attend.

Abriendo Inn
Community Outreach Meeting
Narrative

Date: 9.23.2025
Time: 6:00 PM
Location: 300 W Abriendo Ave, Pueblo

Format:

Welcome
Purpose
- Inform
- Listen & Address
- Gauge

Agenda
- Parking & Sound Mitigation Efforts
- Public Input & Recommendations
- Next Steps

Speaking & Listening Expectations

Parking Mitigation Efforts

Narrative: Jeff Bailey, owner of The Abriendo Inn, using Keynote presentation and 2'x3' foam boards, addressed the audience in regard to the parking mitigation plans, effective immediately, that will direct event parking away from residences and to the Mesa Junction parking island lots between West and South Abriendo Avenue from Quincy to Broadway. Only 1 block from the Inn, the 48 parking spaces that are mostly unoccupied after business hours, offer a nearby parking option away from the more dense residential areas west and north of The Abriendo Inn. A second public parking location, the First Congressional Church, adds another 12 parking spaces only 100' from the Inn. A private parking option, also exists 3 blocks east at the Restore Store on the corner of Main and East Abriendo, Ave. Jeff mentioned that he has had positive communications with the Restore Store ownership in securing a parking agreement.

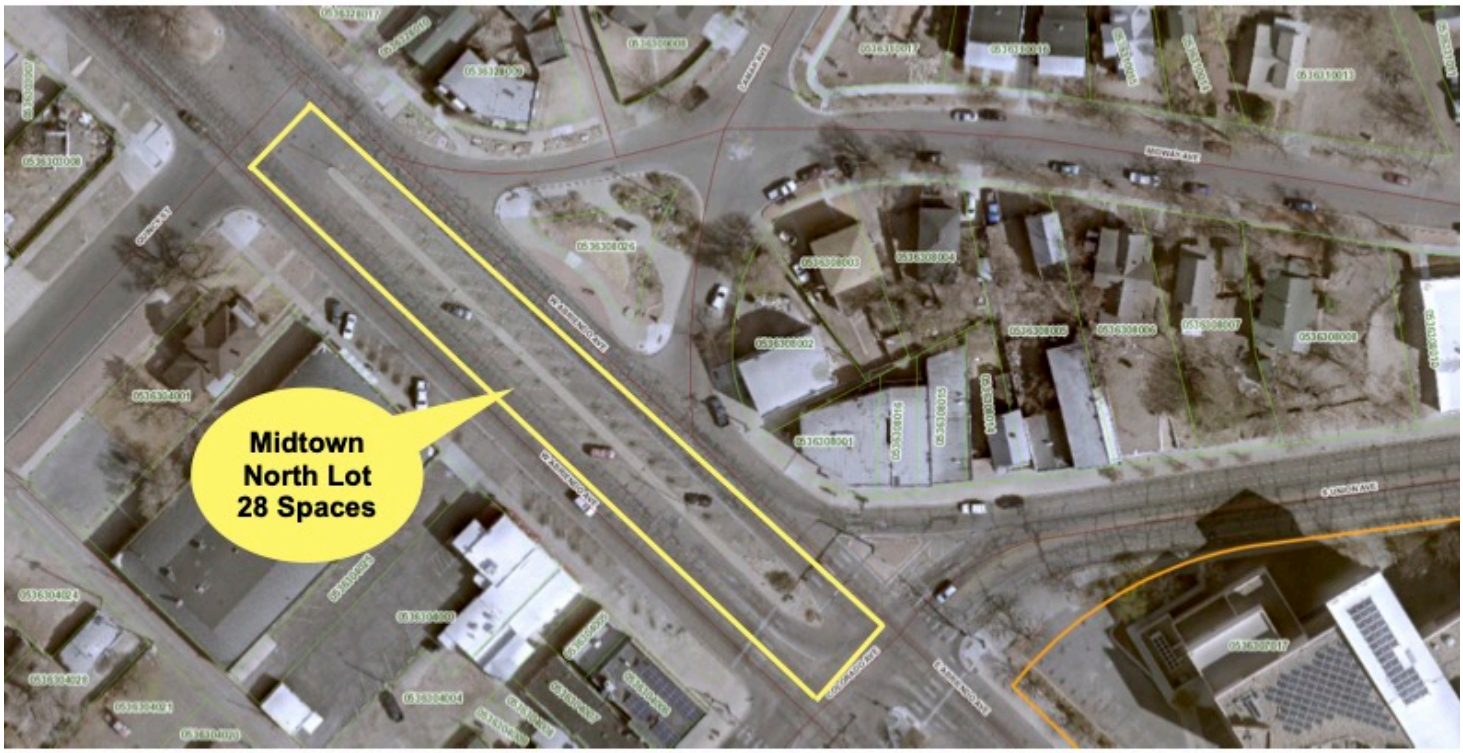
To assist guest transport from these parking areas to the Inn, The Abriendo Inn and Arch's Peditaxi have teamed up to shuttle event guests with rides to and from the Inn.

The Abriendo Inn has also purchased "No Parking" yard signs and taken those to the homes of neighbors on Jackson and Abriendo to discourage event guests from taking up home owner parking in front of their homes and blocking driveways.

Public Recommendations:

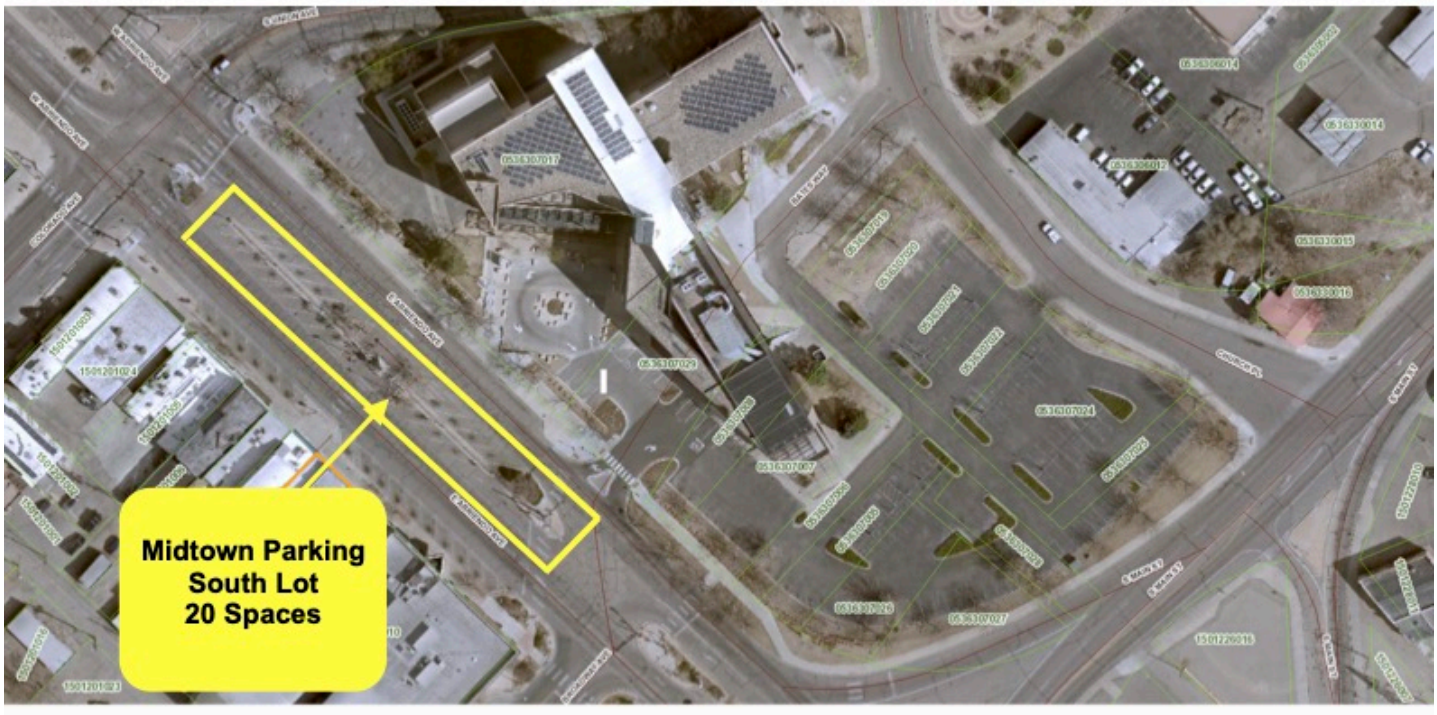
Meeting attendees made a great suggestion that "no parking" signs be placed on the north corner of Abriendo and Jackson so that views of coming traffic are not impeded by vehicles parked directly in front of the Inn.

F4 - Parking Variance (Public Parking)



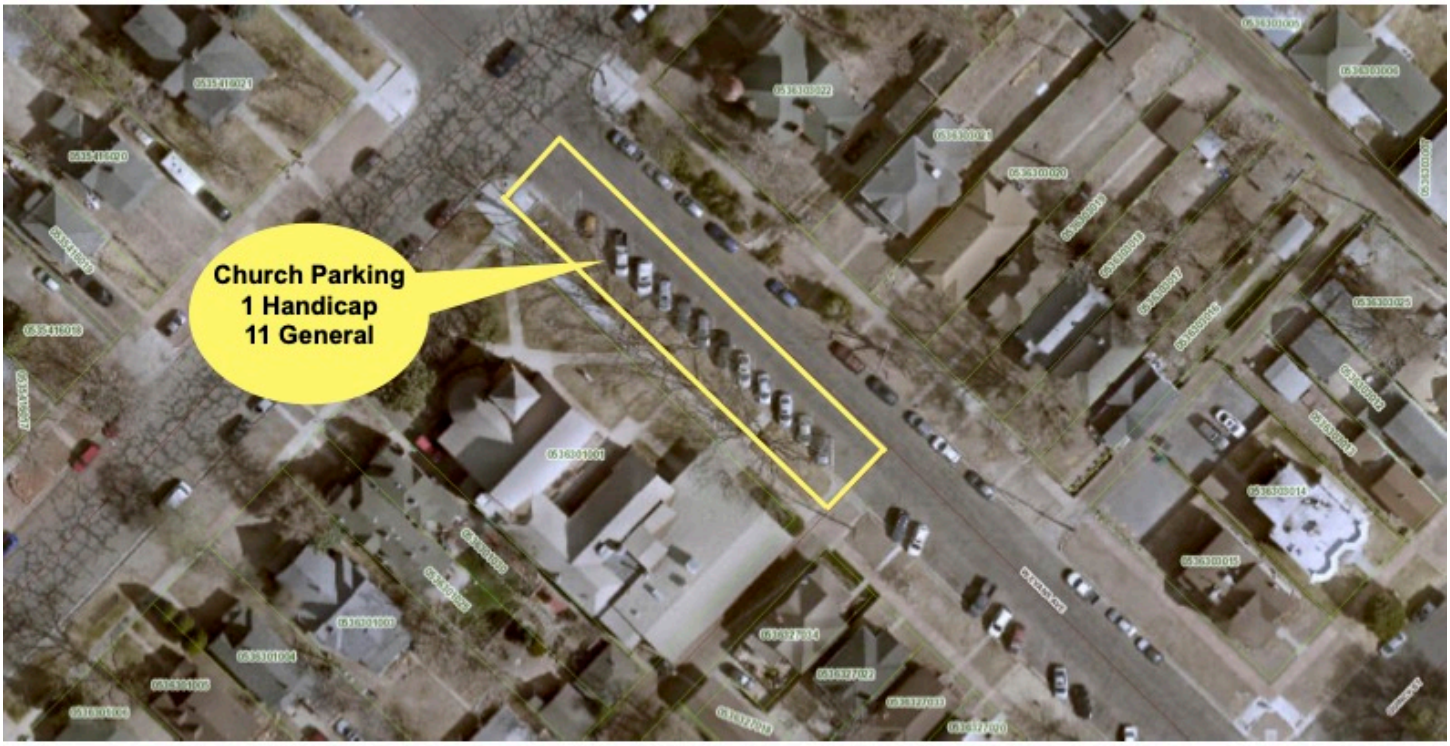
2 Blocks from 300 W Abriendo - "The Abriendo Inn"

F4b - Parking Variance (Public Parking)

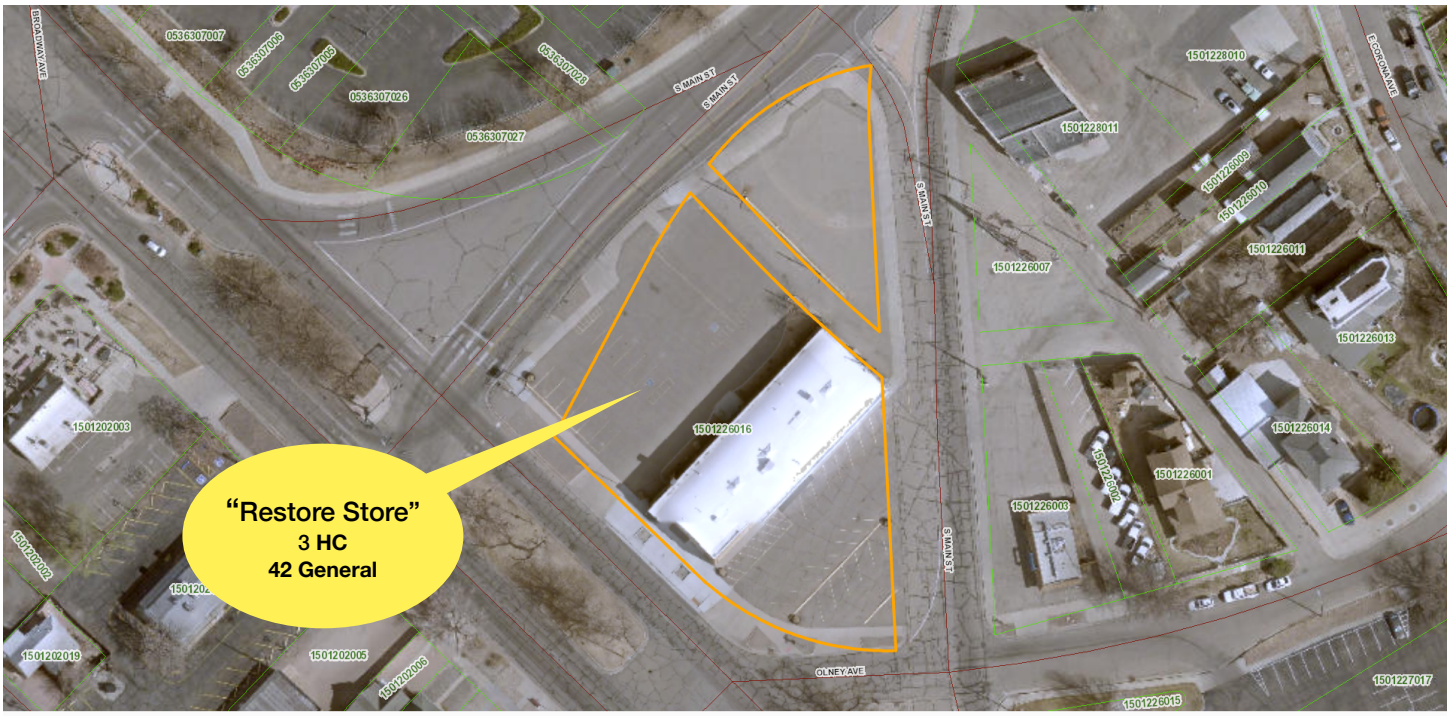


2 Blocks from 300 W Abriendo - "The Abriendo Inn"

F5 - Parking Variance (Public Parking)



Public Parking: First Congregational Church



Private Parking Option

Sound Mitigation Efforts

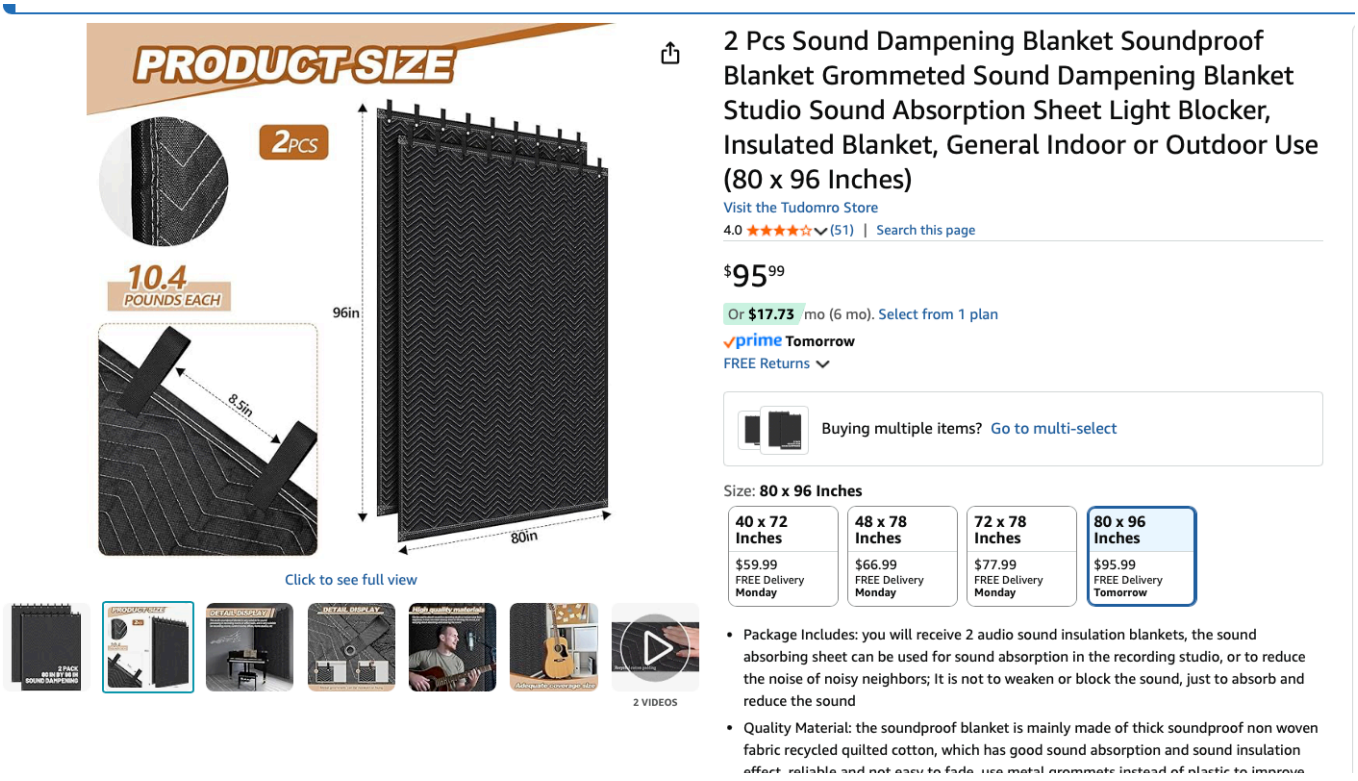
Narrative: Jeff Bailey spoke on the sound mitigation efforts The Abriendo Inn has taken since August 2nd. Following a sound test conducted at the Inn on September 10th from 5-7 pm by sound professionals Wayne Deherrera and Carlos Torres, The Inn has purchased 12 sound absorbing blankets to dampen sound and reduce decibel levels stemming from speakers used by DJ's and bands playing at events. Blankets range in size from 80" x 96" and 76" x 80" and are hung in locations chosen by Wayne and Carlos.

With speakers facing southwest on Jackson Street, results of the September 10th, 2025, sound test indicated that sound decibel readings of **104 dB** 50 feet in front of Torres' sound system were reduced to 75 dB on Jackson Street behind the "Green Wall", 65 dB on the corner of Abriendo Ave and Jackson and 50 feet Northwest on the sidewalk of Abriendo. At the request of a neighbor 3 houses northwest of the Inn, Jeff & Wayne conducted sound meter tests inside the neighbors home recording **47dB**

Per Wayne Deherrera, Jeff pointed out that 104 dB is a level equivalent to sound levels at the Grand Stands at the Colorado State Fair concerts held after the Rodeo.

Note: sound systems used at The Abriendo Inn range between 85 and 75 dB 50' from the speakers meaning dB levels would be reduced to 45-55 dB at the same sound test locations.

Finally, Jeff reiterated that sound meter tests would be conducted during all events involving music and DJ's and bands would be kept in check or risk being shut down.



Sound Absorbing Blankets

Public Discussion & Questions

Bret Verna, zoning consultant for The Abriendo Inn, then discussed and answered questions pertaining to the rezone from the current Mixed Residential Office Space R5 to B-2. Questions were asked about the difference and why it's necessary to rezone. Bret and Jeff explained that in order to resume small events involving live music, a rezone to B2 would be necessary. However, Bret pointed out that that use would fall under a "use by review" and could thus be revoked if The Abriendo Inn failed to operate in accordance with zoning regulations. Jeff added that The Abriendo Inn seeks to continue to use small live music and other events to support non-profits in the Pueblo area.

Jeff then explained that The Abriendo Inn has no intentions of "steamrolling" our neighbors and moving forward against strong opposition evidenced by the door to door delivery of the meeting invitation which was not required by Planning and Zoning. Jeff expressed the desire to be good neighbors and if the neighborhood did not support the effort to bring live music events to The Abriendo Inn, then rezone efforts would be aborted.
Jeff then discussed the results of the online and hard copy Community Outreach Surveys collected as of the date of the meeting. Out of a combined 131 surveys (111 online and 20 hard copy), 2 expressed opposition to The Abriendo Inn hosting live music events due to sound and parking concerns.

The meeting concluded with comments made by meeting attendees that signed up to speak. Six speakers expressed positive support for the rezone effort and bringing back live music events to The Abriendo Inn. Several spoke favorably of the safe, intimate and festive environment absent of the "bar scene" experienced at indoor venues. Several added that The Abriendo Inn is a place where mature adults aged 40 to 80 can gather, dance, and socialize in a safe place. Neighbors added that since Jeff & Cindy reopened The Abriendo Inn in 2021, a positive vibe has returned to and neighborhood and crime has been reduced. Finally, longtime residents recalled the impact of a vacant Abriendo Inn had on the neighborhood in regards to crime, property values, and unhoused populations.

Next Steps

Wrapping up the meeting, Jeff explained that with that information and the results of the night's meeting, The Abriendo Inn intends to pursue a rezone to B2 and the next important date will be November 12th at the Planning & Zoning Hearing to be held at city council chambers at City Hall.

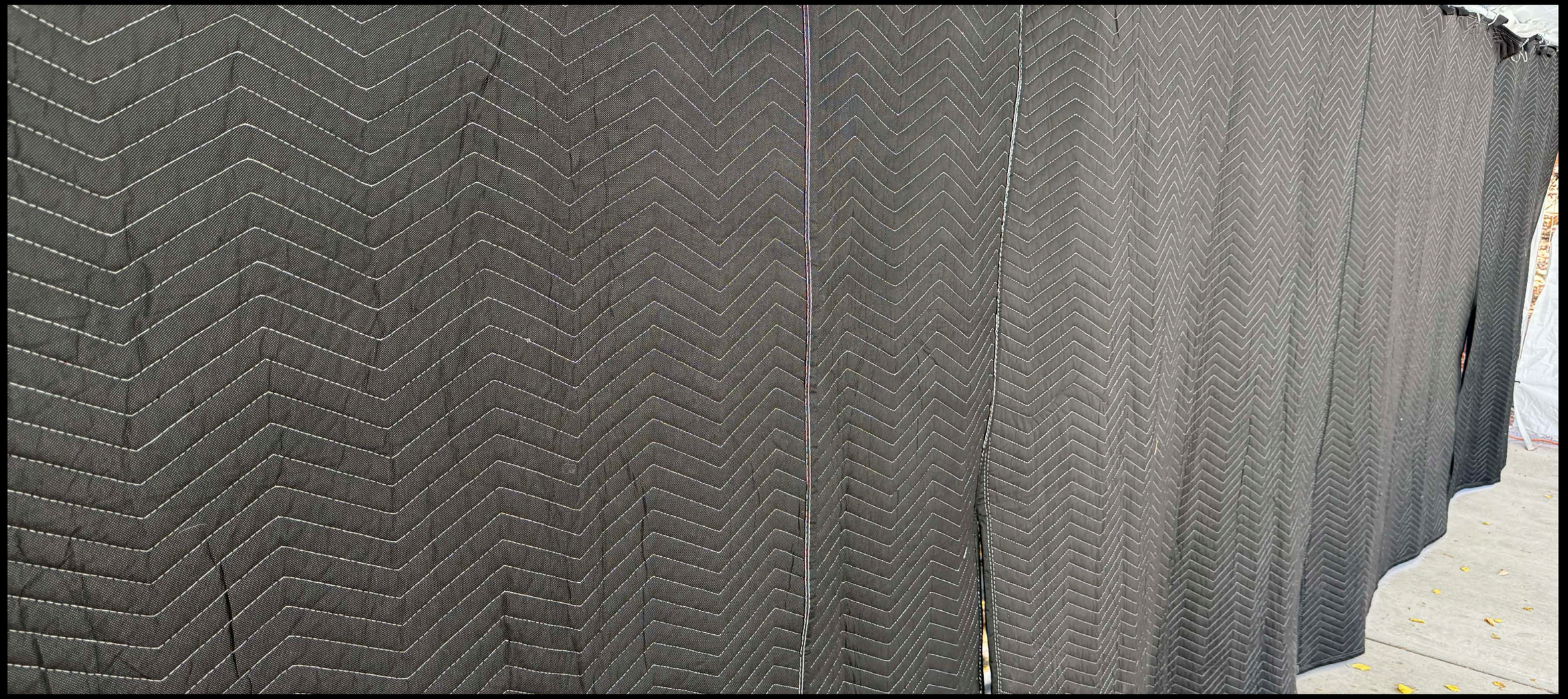
Sound Mitigation

Sound Absorbing Blankets (Back Wall) on Event Tent

Sound Mitigation

Sound Absorbing Blankets (Back Wall) on Event Tent

Sound Mitigation



Sound Absorbing Blankets (Back Wall) on Event Tent

Sound Mitigation

Sound Absorbing Blankets (Back Wall) on Event Tent

Sound Mitigation

Sound Absorbing Blankets (Back Wall) on Event Tent

Sound Mitigation

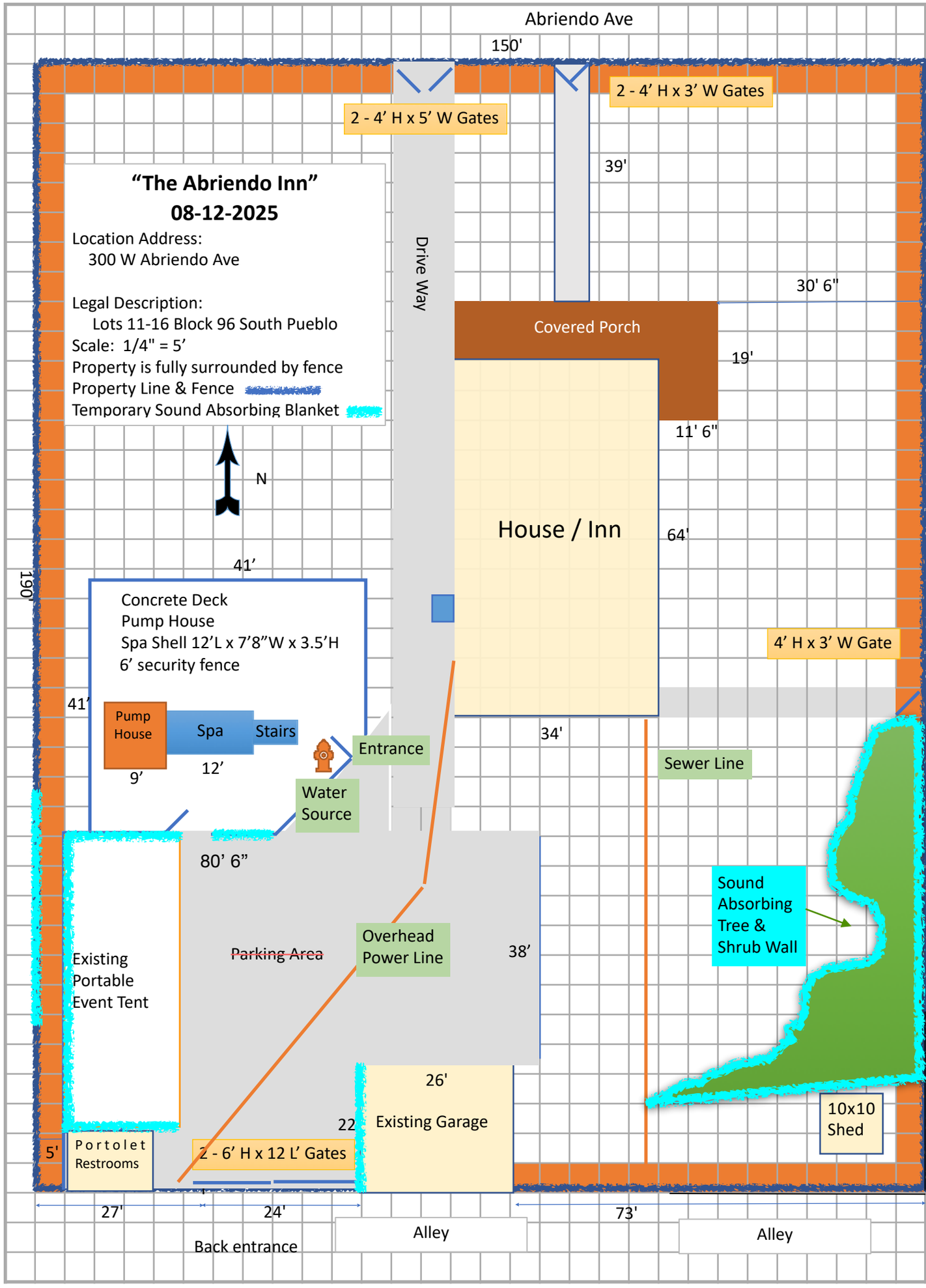
80” W x 96” H -Sound Absorbing Blankets against 6’ Privacy Fence

Sound Mitigation

80” W x 96” H -Sound Absorbing Blankets against 6’ Privacy Fence

Sound Mitigation

80” W x 96” H - Sound Absorbing Blankets against 6’ Privacy Fence


Abriendo Ave
150'
Jackson Street
2 - 4' H x 5' W Gates
2 - 4' H x 3' W Gates
39'
"The Abriendo Inn"
08-12-2025
Location Address:
300 W Abriendo Ave
Legal Description:
Lots 11-16 Block 96 South Pueblo
Scale: 1/4" = 5'
Property is fully surrounded by fence
Property Line & Fence
Temporary Sound Absorbing Blanket
Drive Way
30' 6"
Covered Porch
19'
11' 6"
N
House / Inn
64'
41'
190'
Concrete Deck
Pump House
Spa Shell 12'L x 7'8"W x 3.5'H
6' security fence
4' H x 3' W Gate
41'
Pump House
Spa
Stairs
9'
12'
Entrance
34'
Sewer Line
Water Source
Jackson Street
80' 6"
Sound Absorbing Tree & Shrub Wall
Existing Portable Event Tent
Parking Area
Overhead Power Line
38'
26'
22
Existing Garage
10x10 Shed
5'
Portolet Restrooms
2 - 6' H x 12 L' Gates
27'
24'
73'
Alley
Alley
Back entrance

October 27, 2025

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

Z-25-18 Rezone: Rezoning of 0.65 acres located at 300 W Abriendo Ave. from Multiple Residential and Office (R-5) Zone District to Sub-Regional Business (B-2) Zone District.

The Planning and Zoning Commission meeting will be held on **November 12, 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. Written testimony can also be accepted up to 24 hours before the hearing date. 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 if you have questions**.

Beritt Odom, Planning & Community Development Director
By Mikaylin Hackley, Planner
(719) 553-2259

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Beritt Odom, Planning & Community Development Director
By Mikaylin Hackley, Planner
(719) 553-2259

CASE NUMBER Z-25-18

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 300 W Abriendo 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.

10-27-25 Mailed by Carol
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Karen Elgin

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 300 W Abriendo Ave, upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

10-27-25 Photo uploaded in case file 11-4-25 by Planner
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Karen Elgin

Owner	Owner	Owner	Own	Owner
110 VAN BUREN LLC	5220 LANAGAN ST	COLORADO SPR	CO	80919-3558
114 VAN BUREN LLC	5220 LANAGAN ST	COLORADO SPR	CO	80919-3558
APOLITO GERALD/APOLITO CAROLYN M	329 W EVANS AVE	PUEBLO	CO	81004-1822
ATKINSON DALE L/ATKINSON JULIE N/DJ	4702 COUNTY ROAD 106	ELIZABETH	CO	80107-6300
AVIANO PROPERTIES LLC + HUSTEAD DIANE E , LA	8840 CURTIS RD 331 W EV	BEULAH	CO	81023
BAILEY JANE F	330 W ABRIENDO AVE	PUEBLO	CO	81004-1814
BAILEY JEFFERY G/BAILEY CINDY ROSE	300 W ABRIENDO AVE	PUEBLO	CO	81004-1814
CHRISTENSEN NICOLE J	4713 CEDARWEED BLVD	PUEBLO	CO	81001-1014
CISSELL DAVID LEON	311 W ABRIENDO AVE	PUEBLO	CO	81004-1867
COOPER JOHN A	316 W ABRIENDO AVE	PUEBLO	CO	81004-1814
DAVIS HOLLY ELIZABETH	119 JACKSON ST	PUEBLO	CO	81004-1882
DREIER J MICHAEL	PO BOX 2028	PUEBLO	CO	81004-0028
DURAN JEREMY	218 W ABRIENDO AVE	PUEBLO	CO	81004-1813
EMGAVNO LLC	3 BANDERA CT	PUEBLO	CO	81005-2904
GARCIA JESSIE K	1201 COURT ST	PUEBLO	CO	81003
GARCIA JIMMY/GARCIA LISA M	121 JACKSON ST	PUEBLO	CO	81004-1825
GHINI AARON G	2371 OVERTON RD	PUEBLO	CO	81008-9676
GRADISAR GREGORY	2700 S PRAIRIE AVE	PUEBLO	CO	81005-3167
HILLMAN ERIN J	223 W EVANS AVE	PUEBLO	CO	81004-1820
HUMPHREY PAUL RICHARD/ STRAPPINI GI	1348 MOUNT EVANS DR	LONGMONT	CO	80504-3023
JABAILY BARBARA	223 MIDWAY AVE	PUEBLO	CO	81004-1912
JAMES REEG II LLC	2330 N POWERS FRONTAG	COLORADO SPR	CO	80915-1505
LOBATO STEVEN T/LOBATO BELINDA R	319 W EVANS AVE	PUEBLO	CO	81004-1822
LOCKHART MARTHA A/MARTIN JAMES V	1120 POND SIDE DR	COLORADO SPR	CO	80901-3833
MANLEY JONATHAN LEWIS/MANLEY PAMELA	PO BOX 9012	PUEBLO	CO	81008-9012
MCCALLUM CHRISTOPHER RYAN	315 W EVANS AVE	PUEBLO	CO	81004-1884
MIDWAY AVENUE PROPERTIES LLC	PO BOX 1882	PUEBLO	CO	81002-1882
MODRELL JENNIFER TRUST	225 W EVANS AVE	PUEBLO	CO	81004-1820
RESIDENT	116 JACKSON ST	PUEBLO	CO	81004-1825
OTTINO JAMES J/OTTINO BARBARA A	330 S EL SOBRANTE DR	PUEBLO WEST	CO	81007-7054
ROBINSON CYNTHIA H	5 BARCLAY DR	PUEBLO	CO	81004-1501
RUTZ HARRY W/ROLANDER CHELSEA	2921 W ROSCOE ST	CHICAGO	IL	60618-5820
SANDOVAL HEATHER LEA	1225 N GRAND AVE	PUEBLO	CO	81004-1825
UNIQUE URBAN DEVELOPMENT COMPANY LL	246 DUNSMERE AVE	PUEBLO	CO	81004-1027
VAUGHN DAVID C/VAUGHN LINDA L	15 ALTADENA DR	PUEBLO	CO	81005-2963
WILBAR JOHN F/WILBAR CONNIE L	222 W ABRIENDO AVE	PUEBLO	CO	81004-1813
WILKIE CRAIG M/MISCHEL NICK W	129 JACKSON ST	PUEBLO	CO	81004-1825
WINEGARDNER DEANNE	1862 W TEJON AVE	PUEBLO WEST	CO	81007-3239

Owner

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: December 22, 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 MUNIZ SUNNY HEIGHTS SUBDIVISION FILING NO.1

SUMMARY:

The applicant is requesting to subdivide .77-acres into one three lots to facilitate the development of residential units.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The subject property is a single .77 acre lot platted as lot 6, block 2, WDB Land's Co Subdivision No. 1 in 1941 when the property was located in Pueblo County. The lot was annexed into the City of Pueblo in 1966 with ordinance 3079. The surrounding area is characterized by single-family housing erected between 2019 and 2021 on land platted in 2004 as the Koles Subdivision. The purpose of the subdivision is to create a total of three lots for residential construction. As part of the subdivision, the owner is dedicating 10 ft of right of way along Orange Street and a 10 ft public utility easement along the eastern property boundary of the subdivision. The lots will be range in size from 10, 583 sq ft to 10, 595 sq ft.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their November 12, 2025, Regular Meeting, voted 7-0 to recommend approval.

STAKEHOLDER PROCESS:

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

ALTERNATIVES:

If City Council does not approve this Ordinance, the site will not be subdivided which will only allow one residential unit.

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-24-09 Attachments

ORDINANCE NO.

AN ORDINANCE APPROVING THE MUNIZ SUNNY HEIGHTS SUBDIVISION FILING NO.1

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

SECTION 1.

The final plat of the Muniz Sunny Heights Subdivision Filing No. 1, being a subdivision of land legally described as:

Lot 6, Block 2, WDB Land Company Subdivision No. 1, according to the recorded plat thereof, County of Pueblo, State of Colorado

CONTAINING 31,766 SQUARE FEET OR 0.73 ACRE, MORE OR LESS.

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

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

SECTION 5.

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

SECTION 6.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on December 08, 2025.

Final adoption of Ordinance by City Council on December 22, 2025.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

Muniz Sunny Heights Subdivision

A Replat of Lot 6, WDB Land Co. Subdivision No. 1, In the Northeast Quarter of Section 4, Township 20 South, Range 65 West of the 6th P.M. Pueblo County, Colorado

N

SCALE: 1"=30'

0' 15' 30' 60'

FOUND MONUMENT AS DESCRIBED

SET NO. 4 REBAR W/PLASTIC CAP #38529

BOUNDARY LINE

NEW LOT LINE

Notice:
According to Colorado Law, you must commence any legal action based upon any defect in this survey within three (3) 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 (10) years from the date of certification shown hereon.

According to Federal Emergency Management Agency Flood Insurance Rate Map (FIRM) Community No. 08577, Panel 0493 D, Map No. 08101C0493D, Effective Date August 15, 2019, this property lays entirely within Zone X and is not a designated floodplain.

Title work provided by Land Title Guarantee Company, File No. PB35067670 bearing an effective date of July 3, 2024.

Basis of Bearings: The easterly line of subject property bears S02°23'27"W being a grid bearing of the Colorado State Plane Coordinate System and is monumented at the north end by a No. 4 rebar w/red plastic cap #22101 and at the southerly end by a No. 4 rebar with yellow plastic cap #30107 and .

Distances shown hereon are ground distances of the Colorado State Plane Coordinate System, South Zone, NAD83 US Ft. and utilize a combination scale factor of 1.0002550900.

PURPOSE:
The purpose of this plat is to plat Lot 6, Block 2, WDB Land Company Subdivision No. 1, County of Pueblo, State of Colorado, into 3 smaller, buildable lots.

SURVEYOR'S CERTIFICATE

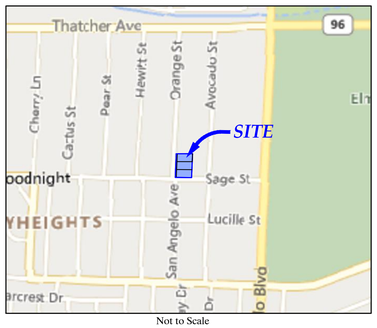
I, Julie N. Troutt, a professional land surveyor licensed to practice land surveying in the State of Colorado, do hereby certify that the survey of Muniz Sunny Heights Subdivision was made by me or directly under my supervision and checking and that the accompanying map complies with all applicable rules, regulations, and laws of the State of Colorado.

I attest the above on this _____ day of _____, 2025.

_____
Julie N. Troutt ~ Professional Land Surveyor #38529

COLORADO LICENSED
JULIE N. TROUTT
38529
PROFESSIONAL LAND SURVEYOR

VICINITY MAP



Not to Scale

KNOW ALL MEN BY THESE PRESENTS: that Juan Ignacio Muniz and Maria De Jesus Muniz are the sole owners of the following described land:

TO WIT: Lot 6, Block 2, WDB Land Company Subdivision No. 1, according to the recorded plat thereof, Pueblo County Colorado.

Containing 0.77 Acres.

HAVE CAUSED the foregoing described property to be surveyed, platted, and re-subdivided into lots under the name of Muniz Sunny Heights Subdivision, and do hereby dedicate and set apart all of the roads as shown hereon to the use of the public for perpetual use, and do hereby dedicate those portions of said real property which are indicated as easements on the accompanying plat, for the purpose shown hereon, and do hereby grant the right to install and maintain necessary structures to the entity responsible for providing the services for which the easements are established.

IN WITNESS WHEREOF:

Juan Ignacio Muniz and Maria De Jesus Muniz have caused their names to be hereunto subscribed, this _____day of _____ , 2025.

WITNESS our hands and official seal

By _____
Juan Ignacio Muniz ~ Owner

By _____
Maria De Jesus Muniz ~ Owner

Subscribed and sworn to before me this _____ day of _____, 2025, by Juan Ignacio Muniz and Maria De Jesus Muniz.

Witness my hand and official seal.

_____
Notary Public

My Commission expires:_____

IMPROVEMENT 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 Muniz Sunny Heights Subdivision has been approved for recording in the office of the Pueblo County Clerk and Recorder of Pueblo County, Colorado.

_____ _____
Date City Clerk

NOTICE PERTAINING TO 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.

Colorado Land Surveyors, Inc.
184 S. Tiffany Dr., Ste. 106
Pueblo West, CO 81007
719-542-9169

D:\Civil 3D Projects\Surveys\2024\24-53 Orange St\24-53 MUNIZ SUB.dwg

Muniz Sunny Heights Subdivision

A Replat of Lot 6, WDB Land Co. Subdivision No. 1, In the Northeast Quarter of Section 4, Township 20 South, Range 65 West of the 6th P.M. Pueblo County, Colorado

S U P P L E M E N T A L

N

SCALE: 1"=30'

0' 15' 30' 60'

- *FOUND MONUMENT AS DESCRIBED*
- *SET NO. 4 REBAR W/PLASTIC CAP #38529*
- *EXIST. POWER POLE*
- *EXIST. GUY WIRE*
- *EXIST WATER VALVE*
- *BOUNDARY LINE*
- *NEW LOT LINE*
- *SANITARY SEWER*
- *GAS LINE*
- *WATER LINE*

Notice:
According to Colorado Law, you must commence any legal action based upon any defect in this survey within three (3) 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 (10) years from the date of certification shown hereon.

According to Federal Emergency Management Agency Flood Insurance Rate Map (FIRM) Community No. 08577, Panel 0493 D, Map No. 08101C0493D, Effective Date August 15, 2019, this property lays entirely within Zone X and is not a designated floodplain.

Title work provided by Land Title Guarantee Company, File No. PB35067670 bearing an effective date of July 3, 2024.

Basis of Bearings: The easterly line of subject property bears S02°23'27"W being a grid bearing of the Colorado State Plane Coordinate System and is monumented at the north end by a No. 4 rebar w/red plastic cap #22101 and at the southerly end by a No. 4 rebar with yellow plastic cap #30107 and .

Distances shown hereon are ground distances of the Colorado State Plane Coordinate System, South Zone, NAD83 US Ft. and utilize a combination scale factor of 1.0002550900.

PURPOSE:
The purpose of this plat is to plat Lot 6, Block 2, WDB Land Company Subdivision No. 1, County of Pueblo, State of Colorado, into 3 smaller, buildable lots.

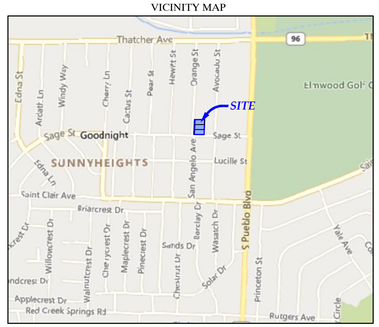
SURVEYOR'S CERTIFICATE

I, Julie N. Troutt, a professional land surveyor licensed to practice land surveying in the State of Colorado, do hereby certify that the survey of Muniz Sunny Heights Subdivision was made by me or directly under my supervision and checking and that the accompanying map complies with all applicable rules, regulations, and laws of the State of Colorado.

I attest the above on this _____ day of _____, 2025.

_____
Julie N. Troutt ~ Professional Land Surveyor #38529

VICINITY MAP



Not to Scale

KNOW ALL MEN BY THESE PRESENTS: that Juan Ignacio Muniz and Maria De Jesus Muniz are the sole owners of the following described land:

TO WIT: Lot 6, Block 2, WDB Land Company Subdivision No. 1, according to the recorded plat thereof, Pueblo County Colorado.

Containing 0.77 Acres.

HAVE CAUSED the foregoing described property to be surveyed, platted, and re-subdivided into lots under the name of Muniz Sunny Heights Subdivision, and do hereby dedicate and set apart all of the roads as shown hereon to the use of the public for perpetual use, and do hereby dedicate those portions of said real property which are indicated as easements on the accompanying plat, for the purpose shown hereon, and do hereby grant the right to install and maintain necessary structures to the entity responsible for providing the services for which the easements are established.

IN WITNESS WHEREOF:

Juan Ignacio Muniz and Maria De Jesus Muniz have caused their names to be hereunto subscribed, this _____day of _____, 2025.

WITNESS our hands and official seal

By _____
Juan Ignacio Muniz ~ Owner

By _____
Maria De Jesus Muniz ~ Owner

Subscribed and sworn to before me this _____ day of _____, 2025, by Juan Ignacio Muniz and Maria De Jesus Muniz.

Witness my hand and official seal.

_____
Notary Public

My Commission expires:_____

IMPROVEMENT 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

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Colorado Land Surveyors, Inc.
184 S. Tiffany Dr., Ste. 106
Pueblo West, CO 81007
719-542-9169

D:\Civil 3D Projects\Surveys\2024\324-53 Orange St\324-53 MUNIZ SUB.dwg

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, November 12, 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, Alexandra Aznar, Brett Boston, James Salazar, Elizabeth Bailey, Cheryl Spinuzzi

Commissioners Absent:

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

Staff Members Absent: None

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

Motion Passed: 7-0.

Public Hearing:

S-24-09 Subdivision: Muniz Sunny Heights Subdivision, a replat of lot 6 WDB Land Co. Subdivision No 1. into three lots encompassing .77 acres. Staff report by Wade Broadhead, Sr Planner.

Hearing: Applicant Julie Trout was sworn in and spoke in favor of the subdivision application. No one appeared in opposition.

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

Motion Passed: 7-0.

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: Beritt Odom, Director Planning and Community Development

CC: Cindy Capritta, Land Use Technician
Subdivision File

FROM: Joe Martellaro, Associate Engineer II

SUBJECT: S-24-09 Muniz Sunny Heights Subdivision

DATE: December 10, 2025

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

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-24-09

November 12, 2025

TO:	City of Pueblo Planning and Zoning Commission
FROM:	Wade Broadhead, Sr. Planner
THROUGH:	Beritt Odom, Director of Planning and Community Development
SUBJECT:	Muniz Sunny Heights Subdivision
APPLICANT:	Julie Trout, Colorado Land Surveyors Inc.
PROPERTY OWNER:	Juan Muniz and Maria De Jesus Muniz
LOCATION:	Northeast corner of Orange Street and Sage Street
CONCURRENT REQUESTS:	None

REQUEST:
A re-subdivision of approx.77 acres, legally described as Lot 6 WDB Land's Co Subdivision No. 1, into three lots.

BACKGROUND AND STAFF FINDINGS:

The subject property is a single .77 acre lot platted as lot 6, WDB Land's Co Subdivision No. 1 in 1941 when the property was located in Pueblo County. The lot was annexed into the City of Pueblo in 1966 with ordinance 3079. The surrounding area is characterized by single family housing erected between 2019 and 2021 on land platted in 2004 as the Koles Subdivision. The lots in the Koles subdivision ranged from 7,000 sq ft to 13, 900 sq. ft. The purpose of the subdivision is to create a total of three lots for residential construction. As part of the subdivision the owner is dedicating 10 ft of right of way along Orange Street and a 10 ft public utility easement along the eastern property boundary of the subdivision. The lots will be range in size from 10, 583 sq ft to 10, 595 sq ft.

Planning staff has no concerns with the presented subdivision plat, and no other city agencies have comments. The owner was required to extend the water line. The applicant was granted support form the Board of Water Works infill development program to construct the required water infrastructure improvements.

APPLICABLE REGULATIONS:

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

RECOMMENDED MOTION:

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

Requests for Modifications to Requirements:	Not Applicable
Request for Deferred Filings	Not applicable
Plat Deficiencies:	None
Conditions of Approval: (Unless otherwise noted, all conditions of approval must be completed prior to the case being scheduled for City Council hearing.)	No Conditions

SITE CHARACTER AND COMPATIBILITY:

Site Character: The subject property is undeveloped prairie surrounded by recently developed single family homes and many older homes constructed between the 1940s to 1980s.

Neighborhood Compatibility:
North: R-3, single-family homes
East: R-3, single-family homes
South: R-3, single-family homes
West: R-3, single family homes

Comprehensive Plan Compliance: The subject site is designated by the Pueblo Regional Comprehensive Plan, 2022, as Suburban Neighborhood. The Suburban Neighborhood classification calls for single family detached homes with supporting land uses such as accessory dwelling units; single family attached homes; duplexes; townhomes; neighborhood-scale commercial, retail and services; parks; schools; community gardens; public facilities; and other complementary uses. Density in the suburban neighborhood is 2 to 5 units per acre, if the applicant builds single family residences, the three new units would comply with the Suburban Neighborhood land use classification. Finally, the project meets Policy 6.2.1 Reinvest in Core Neighborhoods, "*Encourage new developments on vacant lands in existing developed areas and support reinvestment in existing buildings and parcels through adaptive reuse or redevelopment*". This subdivision continues the pattern of subdividing oversized older parcels for smaller lots to facilitate infill housing.

ABILITY TO COMPLY WITH THE ZONE DISTRICT REGULATIONS:

Minimum lot size and width: All lots meet zone district standards for the R-3 Single Family zone district, including 50 ft of frontage on a public street and minimum lot area of at least 5,000 sq. ft. The proposed three lots will have 73 ft of street frontage and measure over 10, 500 sq ft and comply with minimum requirements.

REFERRAL AGENCIES AND COMMENTS:

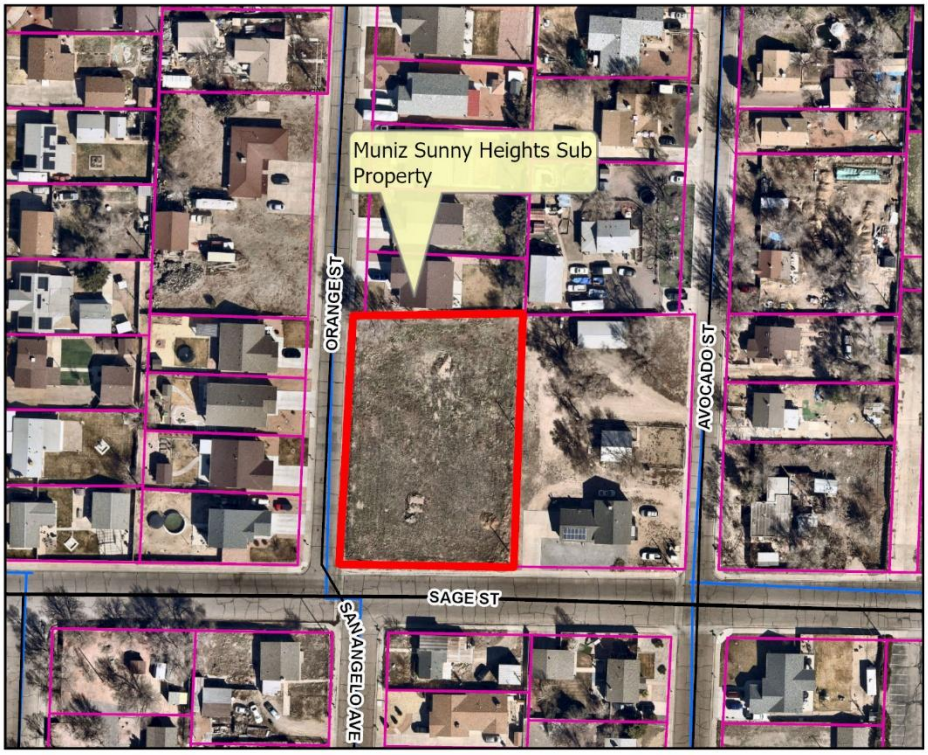
- Black Hills Energy — No comment
- CDOT — No comment

- City Fire Department — No comment
- City Law Department — No comment
- City Parks and Recreation Department — No comment
- City Public Works — No comment
- City Stormwater — No comment
- City Transportation — No comment
- City Wastewater — No comment
- Pueblo Regional Building Department — No comment
- Xcel Energy — No comment

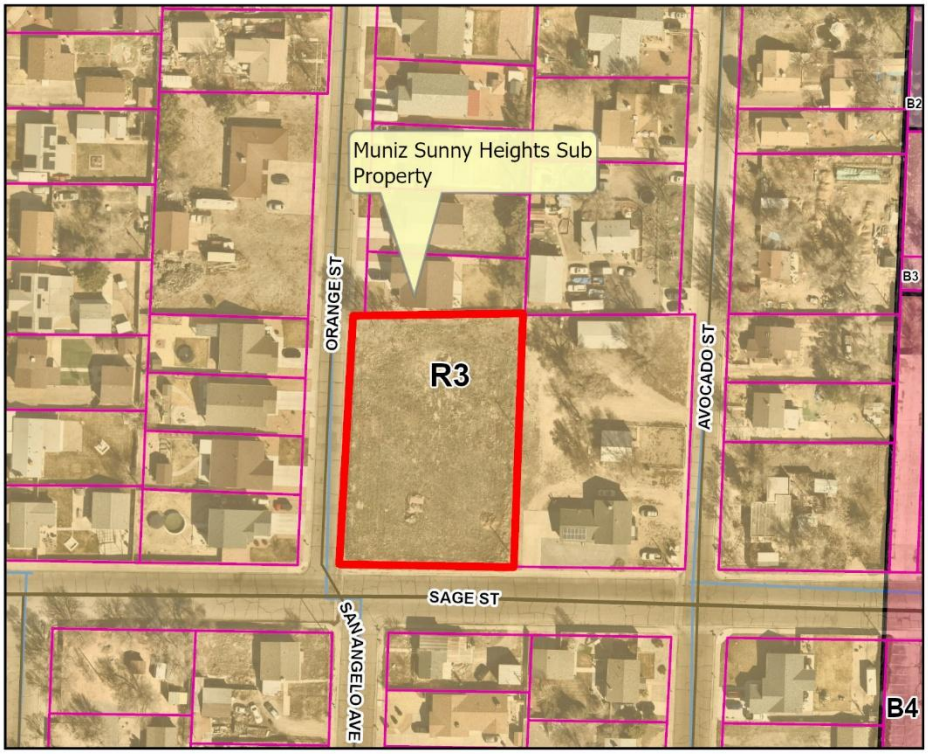
ATTACHMENTS:

A. Aerial Map
B. Zoning Map
C. Comprehensive Plan Map
D. Photos
E. Application
F. SRC Memo Dated November 5, 2025
G. Subdivision Plat
H. Supporting Documents

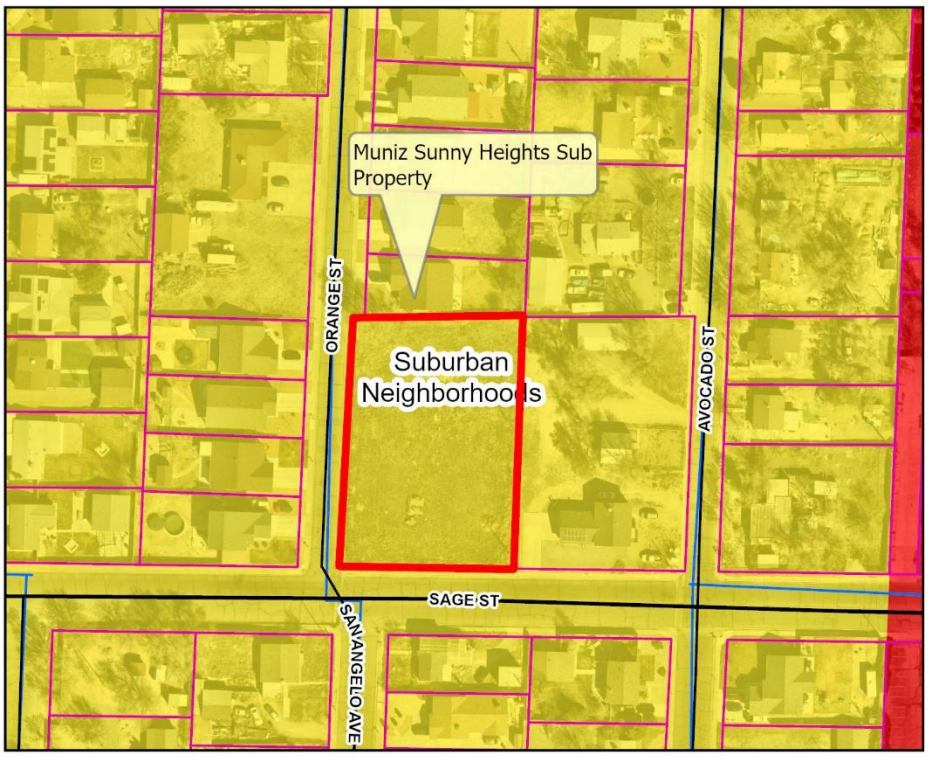
A. Aerial Map



B. Zoning Map

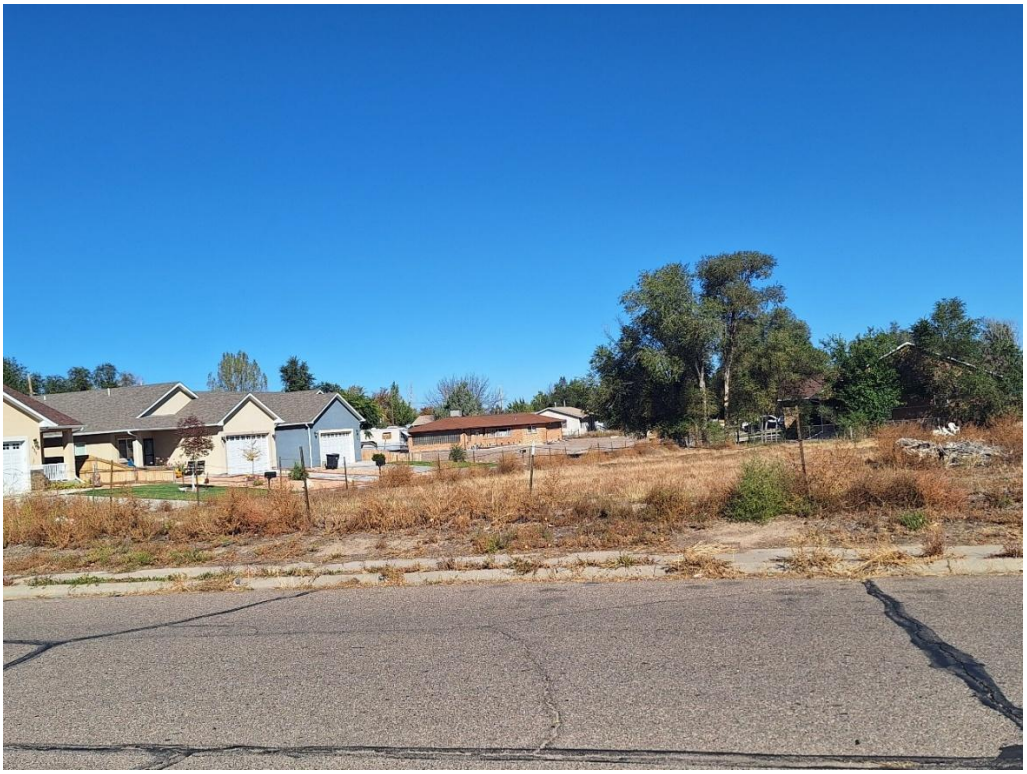


C. Comprehensive Plan Map



D. Photos

D1. Overview of the site looking northeast.



D2. Overview of the site looking northwest.

E. Application
F. SRR Memo November 5, 2025
G. Subdivision Plat

To view the supporting documents, please see the following pages.

MEMORANDUM

To: Planning and Zoning Commission

From: Subdivision Review Committee

Date: November 5, 2025

Subject: S-24-09 Muniz Sunny Heights Subdivision

S-24-09: Muniz Sunny Heights Subdivision: 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:	None
Request for Deferred Filings	Not applicable
Plat Deficiencies:	None
Conditions of Approval: (Unless otherwise noted, all conditions of approval must be completed prior to the case being scheduled for City Council hearing.)	None

PZ-24-51

Planning & Zoning Commission Applications

Status: Active

Submitted On: 8/19/2024

Primary Location

0 1504102027
PUEBLO, CO 81002

Owner

MUNIZ JUAN IGNACIO/DE
JESUS MUNIZ
4321 SAINT CLAIR AVE PUEBLO
, CO 81005-1451

Applicant

Julie Troutt
719-542-9169
socolandsurvey@gmail.com
184 S. Tiffany Dr.
Suite 106
Pueblo West, CO 81007

Hearing Information (Office Use Only)

Number of cases

–

Address Validation by GIS?

☐

Planner Assigned

–

Case 1 - Number

Case 2 - Number

Case 3 - Number

P&Z

P&Z Hearing Date

–

Case 1 - P&Z Hearing Results

–

Case 2 - P&Z Hearing Results

–

Case 3 - P&Z Hearing Results

–

Public Notice

Number of Posters

–

Number of Postcards Sent

–

Cost of Newspaper Notice

–

Public Notice Costs

0

Other Fees:

–

Public Notice costs must be paid by:

–

Public notice planning & zoning poster must be displayed BY:

–

Public Notice zoning poster must be displayed UNTIL:

–

City Council

City Council Hearing Date - First Reading

–

City Council Hearing Date - Final Reading

–

Case 1

Case 1 - City Council Hearing Results

–

Case 1 - Ordinance Number

Case 1 - Recording Number, if applicable

Case 2

Case 2 - City Council Hearing Results

–

Case 2 - Ordinance Number

Case 2 - Recording Number, if applicable

Engineer, if applicable

Name

Company

Address

Zip

Phone Number

Email

Surveyor, if applicable

Name

Julie Troutt

Company

Colorado Land Surveyors, Inc.

Address

184 S. Tiffany Dr. 106

Zip

81007

Phone Number

7195429169

Email

socolandsurvey@gmail.com

Type of Application(s)

1041 Pre-Application (Areas and Activities of State Interest)

☐

1041 Permit (Areas and Activities of State Interest)

☐

Annexation

☐

Annexation Agreement Amendment

☐

Appeal

☐

Comp Plan Amendment

☐

Master Plan/Master Development Plan

☐

Master Sign Plan

☐

Metropolitan District Service Plan

☐

Overall Development Plan

☐

PUD Development Guide Amendment

☐

Rearrangement of Property Boundaries (Lot Line Rearrangement)

☐

Rezoning (Zoning Map Amendment)

☐

Site Plan Review

☐

Special Area Plan (SAP)

☐

Special Use Permit

☐

Street Name Change

☐

Subdivision Part I

☑

Vacation

☐

Subdivision

Number of proposed lots in the subdivision?

3

Attachments

Application REQUIRED
Application.pdf
Uploaded by Julie Troutt on Aug 19, 2024 at 3:35 PM

Pueblo County Assessor.pdf
Pueblo County Assessor.pdf
Uploaded by Julie Troutt on Aug 19, 2024 at 3:41 PM

Title Commitment.pdf
Title Commitment.pdf
Uploaded by Julie Troutt on Aug 19, 2024 at 3:41 PM

Preliminary Orange St MINOR SUB-24x36.pdf
Preliminary Orange St MINOR SUB-24x36.pdf
Uploaded by Julie Troutt on Aug 19, 2024 at 3:43 PM

History

Date	Activity
8/19/2024, 3:57:44 PM	Cindy Capritta altered approval step Fee Review, changed sequence from "1" to "0" on Record PZ-24-51
8/19/2024, 3:57:44 PM	Cindy Capritta assigned approval step Fee Review to Cindy Capritta on Record PZ-24-51
8/19/2024, 3:44:48 PM	Julie Troutt added a guest: gabbyaztec2099@yahoo.com to Record PZ-24-51
8/19/2024, 3:44:32 PM	approval step Fee Review was assigned to Planning Front Counter on Record PZ-24-51
8/19/2024, 3:44:32 PM	Julie Troutt submitted Record PZ-24-51
8/19/2024, 3:28:55 PM	Julie Troutt altered Record PZ-24-51, changed ownerEmail from "" to "gabbyaztec2099@yahoo.com"
8/19/2024, 3:28:55 PM	Julie Troutt altered Record PZ-24-51, changed ownerPhoneNo from "" to "719-252-9654"
7/30/2024, 3:59:38 PM	Julie Troutt started a draft of Record PZ-24-51

Timeline

Label	Activated	Completed	Assignee	Due Date	Status
✔ Fee Review	8/19/2024, 3:44:32 PM	-	Cindy Capritta	-	Active
$ Application Fee	-	-	Julie Troutt	-	Inactive
✔ Land Use Tech Review	-	-	-	-	Inactive
✔ Case Assignment	-	-	-	-	Inactive
✔ Hearing Fee Review	-	-	-	-	Inactive
$ Hearing Fee	-	-	Julie Troutt	-	Inactive

Label	Activated	Completed	Assignee	Due Date	Status
✔ City Council Updates	-	-	-	-	Inactive

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 Application

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

Contact Info

Property Owner		**Applicant**	
Name: Juan Ignacio Muniz & Maria De JesusMuniz		Name:	
Company		Company:	
Address: 4321 St. Clair Ave.	Zip: 81005	Address:	Zip:
Phone: (719) 542-9169		Phone: ( )	
Email: gabbyaztec2099@yahoo.com		Email:	
Engineer		**Surveyor**	
Name:		Name: Julie Troutt	
Company:		Company: Colorado Land Surveyors Inc.	
Address:	Zip:	Address: 184 S. Tiffany Dr., Unit 106	Zip: 81007
Phone: ( )		Phone: (719)542-9169	
Email:		Email: socolandsurvey@ gmail.com	

The applicant will be the primary contact unless otherwise noted.

Property Info

Project Location: NE corner of Orange st. and Sage St.
(address or general description)

Parcel No(s): 1504102027

Existing Zone: R3 | Proposed Zone (if applicable):

PUD Name (if applicable):

Project Scope

Project Name: Sunny Heights Subdivision

- ☐ Rearrangement of Property Boundaries:
  # of existing lots: _____ Total acres: _____
- ☐ Overall Development Plan
- ☐ Site Plan Review: Building area: _____sf
  ○ HARP ○ Development Plan ○ PUD ○ Student Housing
- ☐ Special Area Plan
- ☐ Street Name Change: Existing Name: _____ Proposed Name: _____
- ☒ Subdivision: # of lots: 3 Total acres: 0.77
- ☐ Text Amendment
- ☐ Vacation: ○ Street ○ Alley ○ Easement ○ Other: _____
- ☐ Other: _____

(Continue Next Page)

(Continued from previous page)

Project Information

Provide a brief description of the proposed request:
The Owner is proposing to make their one lot into 3 (0.26 acre) lots.

What is the total acreage included in the project? 0.77 Acres

What is the proposed use of the property?

❑ Commercial ☒ Multi-family ❑ Residential ❑ Industrial ❑ Other

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

If yes, please list:

Attachments

Attachment Checklist

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

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

Terms

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

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

Signatures

Property Owner		
Print Name:		
Signature:		Date:
Applicant, if different from Property Owner		
Print Name:		
Signature:		Date:

Office Use Only

Zoning Compliance (Completed by City Staff)		
Application checked for completeness by:	Date:	Fee Paid:

Muniz Sunny Heights Subdivision

A Replat of Lot 6, WDB Land Co. Subdivision No. 1, In the Northeast Quarter of Section 4, Township 20 South, Range 65 West of the 6th P.M. Pueblo County, Colorado

N

SCALE: 1"=30'

0' 15' 30' 60'

FOUND MONUMENT AS DESCRIBED

SET NO. 4 REBAR W/PLASTIC CAP #38529

BOUNDARY LINE

NEW LOT LINE

Notice:
According to Colorado Law, you must commence any legal action based upon any defect in this survey within three (3) 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 (10) years from the date of certification shown hereon.

According to Federal Emergency Management Agency Flood Insurance Rate Map (FIRM) Community No. 08577, Panel 0493 D, Map No. 08101C0493D, Effective Date August 15, 2019, this property lays entirely within Zone X and is not a designated floodplain.

Title work provided by Land Title Guarantee Company, File No. PB35067670 bearing an effective date of July 3, 2024.

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PURPOSE:
The purpose of this plat is to plat Lot 6, Block 2, WDB Land Company Subdivision No. 1, County of Pueblo, State of Colorado, into 3 smaller, buildable lots.

SURVEYOR'S CERTIFICATE

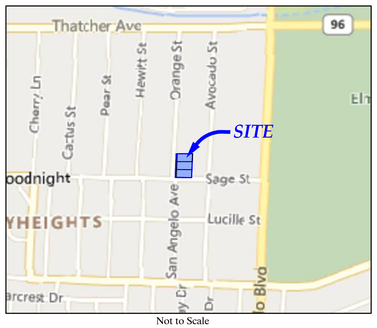
I, Julie N. Troutt, a professional land surveyor licensed to practice land surveying in the State of Colorado, do hereby certify that the survey of Muniz Sunny Heights Subdivision was made by me or directly under my supervision and checking and that the accompanying map complies with all applicable rules, regulations, and laws of the State of Colorado.

I attest the above on this _____ day of _____, 2025.

_____
Julie N. Troutt ~ Professional Land Surveyor #38529

COLORADO LICENSED
JULIE N. TROUTT
38529
PROFESSIONAL LAND SURVEYOR

VICINITY MAP



Not to Scale

KNOW ALL MEN BY THESE PRESENTS: that Juan Ignacio Muniz and Maria De Jesus Muniz are the sole owners of the following described land:

TO WIT: Lot 6, Block 2, WDB Land Company Subdivision No. 1, according to the recorded plat thereof, Pueblo County Colorado.

Containing 0.77 Acres.

HAVE CAUSED the foregoing described property to be surveyed, platted, and re-subdivided into lots under the name of Muniz Sunny Heights Subdivision, and do hereby dedicate and set apart all of the roads as shown hereon to the use of the public for perpetual use, and do hereby dedicate those portions of said real property which are indicated as easements on the accompanying plat, for the purpose shown hereon, and do hereby grant the right to install and maintain necessary structures to the entity responsible for providing the services for which the easements are established.

IN WITNESS WHEREOF:

Juan Ignacio Muniz and Maria De Jesus Muniz have caused their names to be hereunto subscribed, this _____day of _____ , 2025.

WITNESS our hands and official seal

By _____
Juan Ignacio Muniz ~ Owner

By _____
Maria De Jesus Muniz ~ Owner

Subscribed and sworn to before me this _____ day of _____, 2025, by Juan Ignacio Muniz and Maria De Jesus Muniz.

Witness my hand and official seal.

_____
Notary Public

My Commission expires:_____

IMPROVEMENT 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 Muniz Sunny Heights Subdivision has been approved for recording in the office of the Pueblo County Clerk and Recorder of Pueblo County, Colorado.

_____ _____
Date City Clerk

NOTICE PERTAINING TO 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.

Colorado Land Surveyors, Inc.
184 S. Tiffany Dr., Ste. 106
Pueblo West, CO 81007
719-542-9169

D:\Civil 3D Projects\Surveys\2024\S24-53 Orange St\S24-53 MUNIZ SUB.dwg

Muniz Sunny Heights Subdivision

A Replat of Lot 6, WDB Land Co. Subdivision No. 1, In the Northeast Quarter of Section 4, Township 20 South, Range 65 West of the 6th P.M. Pueblo County, Colorado

S U P P L E M E N T A L

N

SCALE: 1"=30'

0' 15' 30' 60'

- *FOUND MONUMENT AS DESCRIBED*
- *SET NO. 4 REBAR W/PLASTIC CAP #38529*
- *EXIST. POWER POLE*
- *EXIST. GUY WIRE*
- *EXIST WATER VALVE*
- *BOUNDARY LINE*
- *NEW LOT LINE*
- *SANITARY SEWER*
- *GAS LINE*
- *WATER LINE*

Notice:
According to Colorado Law, you must commence any legal action based upon any defect in this survey within three (3) 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 (10) years from the date of certification shown hereon.

According to Federal Emergency Management Agency Flood Insurance Rate Map (FIRM) Community No. 08577, Panel 0493 D, Map No. 08101C0493D, Effective Date August 15, 2019, this property lays entirely within Zone X and is not a designated floodplain.

Title work provided by Land Title Guarantee Company, File No. PB35067670 bearing an effective date of July 3, 2024.

Basis of Bearings: The easterly line of subject property bears S02°23'27"W being a grid bearing of the Colorado State Plane Coordinate System and is monumented at the north end by a No. 4 rebar w/red plastic cap #22101 and at the southerly end by a No. 4 rebar with yellow plastic cap #30107 and .

Distances shown hereon are ground distances of the Colorado State Plane Coordinate System, South Zone, NAD83 US Ft. and utilize a combination scale factor of 1.0002550900.

PURPOSE:
The purpose of this plat is to plat Lot 6, Block 2, WDB Land Company Subdivision No. 1, County of Pueblo, State of Colorado, into 3 smaller, buildable lots.

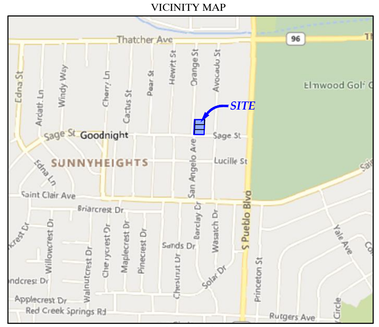
SURVEYOR'S CERTIFICATE

I, Julie N. Troutt, a professional land surveyor licensed to practice land surveying in the State of Colorado, do hereby certify that the survey of Muniz Sunny Heights Subdivision was made by me or directly under my supervision and checking and that the accompanying map complies with all applicable rules, regulations, and laws of the State of Colorado.

I attest the above on this _____ day of _____, 2025.

_____
Julie N. Troutt ~ Professional Land Surveyor #38529

VICINITY MAP



Not to Scale

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IN WITNESS WHEREOF:

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WITNESS our hands and official seal

By _____
Juan Ignacio Muniz ~ Owner

By _____
Maria De Jesus Muniz ~ Owner

Subscribed and sworn to before me this _____ day of _____, 2025, by Juan Ignacio Muniz and Maria De Jesus Muniz.

Witness my hand and official seal.

_____
Notary Public

My Commission expires:_____

IMPROVEMENT 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 Muniz Sunny Heights Subdivision has been approved for recording in the office of the Pueblo County Clerk and Recorder of Pueblo County, Colorado.

_____ _____
Date City Clerk

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184 S. Tiffany Dr., Ste. 106
Pueblo West, CO 81007
719-542-9169

D:\Civil 3D Projects\Surveys\2024\324-53 Orange St\324-53 MUNIZ SUB.dwg

November 12, 2025

The City Planning and Zoning Commission will hold a public hearing on requests from Julie Trout of Colorado Land Surveyors Inc. for the approval of the following applications:

S-24-09 Muniz Sunny Heights Subdivision: a re-subdivision of approx. .77 acres of lot 6 of the WDB Land CO No 1. Subdivision into three lots located to the northeast of the intersection of Orange Street. and Sage Street.

The Planning and Zoning Commission meeting will be held on **November 12, 2025, at 3:30 p.m.** in City Council Chambers at 1 City Hall Place. The meeting will be recorded and can be viewed via Zoom, but **no testimony will be heard virtually** (Zoom info available at www.pueblo.us/PandZ).

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

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

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

CASE NUMBER S-24-09

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 Munis Sunny Heights Subdivision 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.

10-27-25 Mailed by Carol
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Karen Elgin

Owner	OwnerStree	OwnerCity	Owne	OwnerZip
CASTILLO ERNESTINA	1011 E ASH ST	PUEBLO	CO	81001-4307
TOFFT SHERRI LYNN	208 MORNINGSIDE DF	COLORADO SPI	CO	80911-1722
MANJARREZ SERAFIN + BACA MANJARREZ CYNTH	227 W RIVERWALK	PUEBLO	CO	81003-3248
LOPEZ FRANCISCO ADRIAN	23520 HILLSIDE RD	PUEBLO	CO	81006
MUNIZ JUAN IGNACIO/DE JESUS MUNIZ MARIA	4321 SAINT CLAIR AVE	PUEBLO	CO	81005-1451
GALLEGOS INVESTMENT PROPERTIES LLC	448 S MCCULLOCH BL	PUEBLO WEST	CO	81007-2888
NELMS WILLIAM D/NELMS ERIKA E	5101 PORTHOS CT	PUEBLO	CO	81005-1474
DUNTON FAMILY LLLP	5111 ALMONDCREST I	PUEBLO	CO	81005-3395
DEHERRERA JERALDINE	561 AVOCADO ST	PUEBLO	CO	81005-1514
DAVIDSON JOHN M	561 ORANGE ST	PUEBLO	CO	81005-1528
ATENCIO OLIVAS BESSIE/SOTO JACOB M SR	601 AVOCADO ST	PUEBLO	CO	81005-1516
CARROLL DICKIE LEE	602 SAN ANGELO AVE	PUEBLO	CO	81005-1544
ARCHULETA LIZA	602 ORANGE ST	PUEBLO	CO	81005
RAMSEY MICHAEL R	603 ORANGE ST	PUEBLO	CO	81005-1530
PARKER EDWARD A	604 AVOCADO ST	PUEBLO	CO	81005-1517
GORDILLO GONZALO ZAVALA / ROMERO ELENA	606 ORANGE ST	PUEBLO	CO	81005
LOPEZ GILBERT	607 SAN ANGELO AVE	PUEBLO	CO	81005-1543
VELARDE RODNEY C	607 AVOCADO ST	PUEBLO	CO	81005-1516
MARTINEZ ROBERT ADRIAN	608 HEWITT ST	PUEBLO	CO	81005-1525
ARCHULETA RICHARD JAMES	610 ORANGE ST	PUEBLO	CO	81005-1500
MEDRANO JOSEPH M/MEDRANO JANICE M	611 ORANGE ST	PUEBLO	CO	81005-1530
LUNDAHL L JAY/LUNDAHL SANDY L	612 HEWITT ST	PUEBLO	CO	81005-1525
APODACA MONIQUE VIRGINIA	614 ORANGE ST	PUEBLO	CO	81005
HUNDLEY MARCUS	618 AVOCADO ST	PUEBLO	CO	81005-1517
HELVEY KAYLA / HELVEY ROBERT	618 ORANGE ST	PUEBLO	CO	81005-1500
CLINE DOYLE W	624 AVOCADO ST	PUEBLO	CO	81005-1517
CABRERA SANTANA YURI	624 HEWITT ST	PUEBLO	CO	81005-1525
VELASQUEZ SAMUEL	625 ORANGE ST	PUEBLO	CO	81005-1530
ALLEN EUGEN	628 AVOCADO ST	PUEBLO	CO	81005-1517
JACOBI ANDREW	630 HEWITT ST	PUEBLO	CO	81005-1525
STECKMAN RODNEY S/STECKMAN OTTO D/STECK	6330 3R RD	BEULAH	CO	81023-8705
REGALADO JOSEPHINE T/REGALADO MARTIN J/	634 AVOCADO ST	PUEBLO	CO	81005-1517
CONTE RALPH C/CONTE SUSAN M	636 HEWITT ST	PUEBLO	CO	81005-1525
RAGULSKY LINDA	637 ORANGE ST	PUEBLO	CO	81005-1530
ATWOOD COLLEEN M	640 HEWITT ST	PUEBLO	CO	81005-1525
KING BENNY	641 ORANGE ST	PUEBLO	CO	81005-1530
GIANNETTO PHIL S	68 CORNELL CIR	PUEBLO	CO	81005-1642
BAROS ANTHONY L/BAROS JOYCE C	703 AVOCADO ST	PUEBLO	CO	81005-1518
LANIER LANE	704 AVOCADO ST	PUEBLO	CO	81005-1519
MARTINEZ RACHEL ANITA	709 AVOCADO ST	PUEBLO	CO	81005-1518
WALLINGFORD ELSIE	715 AVOCADO ST	PUEBLO	CO	81005-1518
FANCHER SYLVIA M	722 AVOCADO ST	PUEBLO	CO	81005-1519
ROMERO EDWARD E/ROMERO DIANA M	725 AVOCADO ST	PUEBLO	CO	81005-1518
MC DOWELL TIMOTHY J /ANDERSON CARRIE J	PO BOX 1639	FRISCO	CO	80443-1639
KING LEWIS M JR	PO BOX 443	EAGLE NEST	NM	87718-0443

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: December 22, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Barb Huber, Fire Chief

SUBJECT: AN ORDINANCE APPROVING A GRANT AWARD AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE STATE OF COLORADO, ACTING BY AND THROUGH THE COLORADO DEPARTMENT OF NATURAL RESOURCES, TO PROVIDE WILDLAND FIRE MITIGATION CREW TIME TO THE CITY, AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

SUMMARY:

A grant award providing for 12 weeks of crew time from a Department of Corrections SWIFT crew to assist in wildland fire mitigation in the City. Acceptance of this grant does not have any financial impacts to the City.

PREVIOUS COUNCIL ACTION:

Approval of similar Ordinance 10255 and Resolution 15802

BACKGROUND:

Approving and accepting a grant awarded to the City of Pueblo in an effort to reduce wildfire risk within the city limits. This grant will allow for wildland fire mitigation to take place along the Fountain and the Arkansas rivers.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

None.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE APPROVING A GRANT AWARD AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE STATE OF COLORADO, ACTING BY AND THROUGH THE COLORADO DEPARTMENT OF NATURAL RESOURCES, TO PROVIDE WILDLAND FIRE MITIGATION CREW TIME TO THE CITY, AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

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

SECTION 1.

The Grant Award Agreement ("Agreement") between and Pueblo, a Colorado Municipal Corporation, and the State of Colorado, acting by and through the Colorado Department of Natural Resources, attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: December 22, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Chris Noeller, Chief of Police

SUBJECT: AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND VARIOUS COMMUNITY AGENCIES ESTABLISHING THE PUEBLO SEXUAL RESPONSE TEAM (SART) AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance approves a Memorandum of Understanding (MOU) between the City of Pueblo (through the Police Department) and twelve other community and governmental agencies to formally establish and maintain the Pueblo Sexual Assault Response Team (SART).

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The purpose of this Memorandum of Understanding is to enhance the collaborative response to sexual assault cases within Pueblo. The Sexual Assault Response Team ("SART") ensures a coordinated, compassionate, and comprehensive approach to support individuals who have experienced sexual violence, while identifying system limitations and holding offenders accountable. The SART brings together a multidisciplinary team including law enforcement, victim advocacy groups, medical providers, and educational institutions. The partner agencies include the 10th Judicial District Attorney's Office, ACOVA, Mariposa Center for Safety, CSU Pueblo, Pueblo Child Advocacy Center, Pueblo Community College, Pueblo County DHS, Pueblo County Sheriff's Office, Pueblo Department of Public Health and Environment, Juniper Southern Colorado, Spark the Change, and Parkview Medical Center. Under this MOU, the Pueblo Police Department agrees to respond promptly to reports, conduct victim-centered investigations, coordinate with advocates and forensic professionals, and participate in regular SART case review meetings. The agreement outlines

protocols for confidentiality, information sharing, and cross-training among all parties.

FINANCIAL IMPLICATIONS:

There is no direct financial cost to the City of Pueblo associated with this MOU. Each party agrees to be responsible for its own liability and litigation expenses incurred as a result of participation. The City's contribution involves existing staff time and resources designated for the investigation of sexual assault cases.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

The MOU was developed through collaboration among the thirteen participating governmental and community agencies, all of whom have a documented history of working together to address sexual assault in the community.

ALTERNATIVES:

Pueblo City Council could choose not to approve this Ordinance. However, this would hinder the formal collaboration and coordinated response necessary to effectively support victims of sexual violence and investigate these crimes.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Pueblo SART MOU (1)

ORDINANCE NO.

AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND VARIOUS COMMUNITY AGENCIES ESTABLISHING THE PUEBLO SEXUAL RESPONSE TEAM (SART) AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, the City of Pueblo, through its Police Department, desires to collaborate with community partners to enhance the response to sexual assault cases; and

WHEREAS, the parties have a documented history of collaboration working to better the community by addressing sexual assault; and

WHEREAS, a coordinated, compassionate, and comprehensive approach is necessary to support victims and hold offenders accountable; NOW, THEREFORE,

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

SECTION 1.

The Memorandum of Understanding by and between the City of Pueblo and the 10th Judicial District Attorney's Office, A Community Organization for Victim Assistance (ACOVA), Mariposa Center for Safety, Colorado State University-Pueblo, Pueblo Child Advocacy Center, Pueblo Community College, Pueblo County Department of Human Services, Pueblo County Sheriff's Office, Pueblo Department of Public Health and Environment, Pueblo Rape Crisis Services Inc. (dba Juniper Southern Colorado), Spark the Change, and Parkview Medical Center, Inc., a copy of which is attached hereto and incorporated herein by reference, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute and deliver the Memorandum of Understanding in the name of the City of Pueblo, and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 3.

The officers and staff of the City of Pueblo are authorized to perform any and all acts consistent with the intent of this Ordinance and the attached Memorandum of Understanding 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 _____.

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____
_____
_____
_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

MEMORANDUM OF UNDERSTANDING
SEXUAL ASSAULT RESPONSE TEAM (SART)

This Memorandum of Understanding (MOU) is entered into and made effective July ___, 2025 ("Effective Date"), by and between: 10th Judicial District Attorney's Office (DA); A Community Organization for Victim Assistance (ACOVA); Mariposa Center for Safety (MCS); Colorado State University Pueblo (CSU Pueblo); Pueblo Child Advocacy Center (PCAC); Pueblo Community College (PCC); Pueblo County Department of Human Services (PCDHS); Pueblo County Sheriff's Office (PCSO); Pueblo Department of Public Health and Environment (PDPHE); Pueblo Police Department (PPD); Pueblo Rape Crisis Services. Inc. (dba Juniper Southern Colorado (Juniper SoCO)); Spark the Change (Spark); and Parkview Medical Center, Inc. (Parkview). For purposes of this MOU, each participating agency may be referred to as a "Party" or "Agency" or collectively as "Parties" or "Agencies."

RECITALS

WHEREAS, the Parties have come together to collaborate and develop a Sexual Assault Response Team (SART) in Pueblo, Colorado; and

WHEREAS, the Parties have a documented history of collaboration among governmental and community agencies working to better the community by addressing sexual assault.

NOW THEREFORE, each participating Agency indicates its commitment to implementing and maintaining the SART as described herein.

AGREEMENT

1. Purpose

The purpose of this MOU is to enhance the collaborative response to sexual assault cases, ensuring a coordinated, compassionate, and comprehensive approach to support individuals who have experienced sexual violence, identify limitations in and among systems, and hold offenders accountable.

2. Description of Partner Agencies.

10th Judicial District Attorney's Office (DA). The District Attorney's Office represents the State of Colorado in criminal cases that occur in Pueblo County. Prosecutors review evidence from law enforcement to decide whether charges should be filed. They lead criminal prosecutions in court, support investigations with legal guidance, and work to protect the rights of everyone involved.

A Community Organization for Victim Assistance (ACOVA). ACOVA is a systems-based

advocacy program that responds to people impacted by crime or crisis in Pueblo County. Trained volunteer advocates provide on-scene crisis intervention, emotional support, and referrals to community resources. They help ensure victims know their rights, assist with safety planning, protection orders, and guide individuals through the criminal justice process.

Colorado State University Pueblo (CSUP). CSUP is committed to creating a safe and supportive campus environment. The Office of Civil Rights Compliance and Title IX ensures compliance with Title IX regulations, which prohibits sex-based discrimination, including sexual harassment and sexual violence, in educational programs and activities. Through prevention education, support services, and a fair resolution process, the office works to ensure that all students, staff, and faculty can learn and work free from discrimination and harassment.

Mariposa Center for Safety (MCS). MCS is a community-based advocacy agency dedicated to supporting survivors of domestic and intimate partner violence, family violence, sexual assault, and human trafficking. MCS provides a range of trauma-informed services aimed at increasing safety, self-sufficiency, and empowerment. These services include confidential shelter for those fleeing violence, a 24/7 crisis hotline, case management and advocacy both in and out of shelter, and access to basic needs such as food and hygiene items. MCS also offers court accompaniment, safety planning, and referrals to other community resources. In addition to direct services, MCS provides the community with training and education to raise awareness and strengthen community response to domestic and intimate partner violence.

Parkview Medical Center, Inc. (Parkview). Parkview is an acute care hospital in Pueblo, Colorado, that offers specialized services to survivors of sexual violence through its Forensic Nurse Examiner (FNE) program. This program provides private, trauma-informed medical examinations that include the collection of forensic evidence, conducted by nurses with specialized training in forensic care. Parkview ensures the examinations follow medically-sound best practices, maintains the chain of custody for all forensic evidence, and offers referrals or recommendations for any necessary follow-up medical services.

Pueblo Child Advocacy Center (PCAC). PCAC is a systems-based advocacy agency dedicated to empowering children and strengthening families by reducing trauma and restoring hope. PCAC provides a safe, child-friendly environment for the multidisciplinary investigation of child abuse, bringing together professionals from law enforcement, child protective services, prosecution, medical care, mental health, and advocacy to ensure a coordinated, trauma-informed response. Specially trained forensic interviewers conduct developmentally appropriate, non-leading interviews with child victims and witnesses. Additional services include medical evaluations, evidence-based mental health counseling, and advocacy for non-offending caregivers. Through compassionate support and collaboration, PCAC works to minimize retraumatization, promote healing, and support children and families throughout the investigative process.

Pueblo Community College (PCC). PCC is the local community college. PCC's Title IX/VII Coordinator ensures compliance with Title IX regulations, which prohibits sex-based discrimination, including sexual harassment and sexual violence, in educational programs and activities. Through prevention education, support services, and a fair resolution process, the office works to ensure that all students, staff, and faculty can learn and work free from discrimination and harassment.

Pueblo County Sheriff's Office (PCSO). PCSO responds promptly to reports of criminal activity and conducts initial investigations based on available evidence. Officers are highly trained to conduct investigations in a thorough and victim-centered manner coordinating closely with advocates and forensic professionals to minimize trauma.

Pueblo County Department of Human Services (PCDHS). PCDHS's Child Welfare Division is responsible for responding to reports of child abuse and neglect, with services that include protective interventions, foster care, adoption, and adolescent support. Caseworkers assess immediate safety needs, conduct investigations, and determine whether protective action is necessary to ensure the well-being of children. Whenever safely possible, the division works to keep families together by providing support services and resources that help caregivers address challenges and create safe, stable, and nurturing environments. PCDHS also participates in multidisciplinary case reviews to offer insight on family dynamics and ensure that children and their families receive coordinated and appropriate support.

Pueblo Department of Public Health and Environment (PDPHE). PDPHE is dedicated to promoting community health and protecting the environment across Pueblo County. Through its community-based clinic, PDPHE provides confidential reproductive health services including family planning, STD/STI and HIV testing and treatment, and wellness exams. The department also offers sexual health education to individuals of all ages, including youth in schools, and provides anonymous sexual and reproductive health information for young people through the Go Ask Tara platform. In addition, PDPHE assists in collecting and analyzing community-level data and also supports and/or leads public awareness campaigns focused on health and violence prevention.

Pueblo Police Department (PPD). PPD responds promptly to reports of criminal activity and conducts initial investigations based on available evidence. Officers are highly trained to conduct investigations in a thorough and victim-centered manner coordinating closely with advocates and forensic professionals to minimize trauma.

Pueblo Rape Crisis Services (dba, Juniper Southern Colorado (Juniper SoCO)). Juniper SoCO is a community-based agency focused on sexual violence intervention and prevention. Privileged confidential advocates empower survivors by providing advocacy, emotional support, and raising community awareness to reduce sexual violence. Juniper SoCO provides 24/7 confidential advocacy through a hotline, accompanies survivors during medical exams, law

enforcement interviews, and court proceedings, and offers information about reporting options, community resources, and forensic medical exams conducted by forensic nurse examiners. In addition to direct services, Juniper SoCO provides the community with training and education to raise awareness and strengthen community response to sexual violence and prevention.

Spark the Change (Spark). Spark is a Colorado-based nonprofit dedicated to inspiring positive change through volunteerism, service, and civic engagement. Its Mental Wellness Program promotes health equity by connecting skilled mental health professionals with individuals facing barriers to care, offering no-cost counseling for survivors of sexual violence, support groups, and community partner assistance. Spark leads workforce development and continuing education for mental health providers, and chairs the Mental Wellness Task Force of Southern Colorado. They actively participate in multidisciplinary efforts to improve mental health access, ensuring survivor-centered care and contributing to trauma-informed protocols and services.

3. Responsibilities of All Agencies.

- The SART will meet regularly to review cases, discuss challenges, identify areas for improvement, share upcoming education/events, and discuss legislative changes and updates. Meetings will be scheduled upon mutual agreement of the Parties, and will include representatives from all participating organizations.
- Parties agree to actively participate in SART meetings and collaborative efforts, working together to provide a seamless, coordinated response to individuals who have experienced sexual violence.
- Agencies, when able, will ensure clear, timely, and professional communication to prevent gaps in care and enhance the overall support system for survivors.
- Agencies agree to make referrals and/or provide resources in accordance with their respective service procedures and mandates.
- Agencies will uphold strict confidentiality, ensuring that all information shared with the SART remains confidential and is not disclosed. This includes maintaining the privacy of any case details, personal information, and sensitive discussions that may occur within the team.
- Agencies will ensure that all case-related information shared is relevant and necessary to provide appropriate services to individuals who have experienced sexual violence while maintaining privacy.
- Agencies will participate in regular case review meetings to assess service delivery, identify gaps, and review best practices to improve outcomes of individuals who have experienced sexual violence.
- Agencies will provide feedback on cases and share insights based on their expertise to help improve community response to sexual violence.
- The Parties commit to participate in ongoing training and education to ensure all SART members are up to date and knowledgeable about best practices in responding to sexual violence. This includes cross-training among Parties and participation in relevant

workshops and conferences.

4. <u>Information Sharing.</u>

The Agencies agree that timely and respectful information sharing is critical to providing coordinated, trauma-informed responses to survivors of sexual assault. All individual representatives of the Agencies agree to share information relevant to sexual assault cases while maintaining their respective confidentiality policies and complying with all applicable laws and regulations, including, Colorado Revised Statute § 13-90-107, the Health Insurance Portability and Accountability Act (HIPAA), and the Family Educational Rights and Privacy Act (FERPA), as applicable. To that end:

1. Each agency will designate a primary point of contact responsible for communication and information sharing related to SART coordination and case collaboration. Changes to this point of contact will be communicated to the SART Coordinator.
2. All Parties will adhere to their respective confidentiality obligations, including those established by state and federal laws (e.g., HIPAA, 42 CFR Part 2, VAWA confidentiality provisions, and Colorado victim advocate privilege laws). No agency is expected to share information that would violate these laws or compromise survivor safety, confidentiality, or trust.
    a. The following items serve as a non-inclusive list of the confidentiality requirements Agencies agree to uphold while participating in SART activities.
        i. Each Agency is responsible for maintaining privilege or confidentiality to the extent required by their respective professions and the law.
        ii. Each individual member of the team is bound by their professional ethics and legal obligations to share information within their organization only to the extent allowed by law and required by their professional ethical responsibilities.
        iii. All personally identifiable information, such as the survivor's name, date of birth, or social security number, in the case review information or discussions are to be regarded as confidential. As a team member you are expected to:
            1. Protect and secure information in your possession.
            2. Not discuss or share specific information about individual cases or the process of the case review outside of the meeting except if the member organization is required by legal or professional ethical duties.
            3. Return all written case information to the SART meeting coordinator at the conclusion of the case review meeting.
            4. Not photocopy or duplicate case review information.
        iv. Refrain from using individual's names (including family members or other witness names) or other personally identifiable information during the case

review process.

3. Information will only be shared with the survivor's informed, written consent, unless otherwise permitted or required by law. Each Party is responsible for obtaining and documenting appropriate releases of information when required.
4. If needed to comply with legal or funding requirements, the Parties agree to enter into additional agreements (such as a HIPAA Business Associate Agreement or Memorandum of Understanding for information sharing) to formalize how specific information may be shared and protected.
5. Information sharing shall always be guided by a survivor-centered and trauma-informed approach. No information will be shared that could increase the risk of harm to the survivor.

5. Miscellaneous Provisions.

- The term of this MOU shall begin upon Effective Date of this MOU first set forth above and shall remain in effect indefinitely, unless terminated by the Parties. Any participating Agency may withdraw from the MOU at any time by written notification to the other Parties. The MOU can be terminated at any time if agreed upon by mutual consent of the Parties.
- This MOU may be modified or amended at any time by consent of all Parties. Any modifications or amendments to this MOU shall be in writing and signed by an authorized representative of each Party.
- This MOU shall be reviewed and updated minimally every 2 years with changes being approved by all Agencies.
- Each Party agrees to be responsible for its own liability incurred as a result of its participation in this MOU. In the event any claim is litigated, each Party will be responsible for its own litigation expenses or other costs associated with enforcing this MOU. No provision of this MOU shall be deemed or construed to be a relinquishment or waiver of any of the applicable limitations of liability, including governmental immunity as provided by Federal law, the Colorado Government Immunity Act, C.R.S. § 24-10-101, *et seq.* and Article XI of the Colorado Constitution.
- This MOU is an agreement between the Parties and does not confer any rights, privileges, or benefits to any other party or the public. It is the express intention of the Parties hereto that any person or entity other than the Parties to this MOU receiving services or benefits under this MOU shall be deemed to be incidental beneficiaries only.
- This MOU may be executed in multiple counterparts, each of which shall be deemed an original instrument, but all of which, taken together, shall constitute one instrument.

The undersigned signatories have read and agree with all terms and conditions stated by this MOU and agree to be bound by its terms and conditions. Further, by signing below, each signatory acknowledges and certifies the signatory has vested authority to enter into this MOU on behalf of the Party we represent.

10th Judicial District Attorney's Office

_____

Name:
Title:

A Community Organization for Victim Assistance

_____

Name:
Title:

Colorado State University Pueblo

_____

Name:
Title:

Mariposa Center for Safety

_____

Name:
Title:

Parkview Medical Center, Inc.

_____

Name:
Title:

Pueblo Child Advocacy Center

_____

Name:
Title:

Pueblo Community College

_____

Name:
Title:

Pueblo County Department of Human Services

_____

Name:
Title:

Pueblo County Sheriff's Office

_____

Name:
Title:

Pueblo Department of Public Health and Environment

_____

Name:
Title:

Pueblo Police Department

_____

Name:
Title:

Pueblo Rape Crisis Services. Inc.

_____

Name:
Title:

Spark the Change

_____

Name:
Title:

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: December 22, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Greg Pedroza, Director Aviation

SUBJECT: AN ORDINANCE TRANSFERRING $1,721,401.66 FROM PROJECT CI2426 – CITY COUNCIL AND DEPARTMENT RELOCATION PROJECT TO PROJECT CI2524 – MEMORIAL AIRPORT RENOVATIONS PROJECT FOR THE RENOVATION, UPGRADE, AND EXPANSION OF THE PUEBLO MEMORIAL AIRPORT TERMINAL

SUMMARY:

This Ordinance transfers $1,721,401.66 from Project CI2426 – City Council and Department Relocation Project to Project CI2524 – Memorial Airport Renovations Project for the renovation, upgrade, and expansion of the Pueblo Memorial Airport Terminal.

PREVIOUS COUNCIL ACTION:

City Council previously approved Ordinance 10158 transferring $362,288.40 to Project AP2203 and awarding a design contract to CSHQA, Inc. for the development of shovel ready construction plans.

BACKGROUND:

The funds in Project CI2426 – City Council and Department Relocation Project were previously allocated for the purchase of the Wells Fargo Building. The City did not purchase the Wells Fargo Building as anticipated. A portion of the funds were previously transferred from this account for the purchase of the property at 650 Dittmer Ave. This ordinance transfers all but $197,582.00 of the remaining funds in Project CI2426 to Project CI2524 to partially fund the renovation of the Pueblo Memorial Airport.

The Pueblo Memorial Airport is a great asset to Pueblo but needs renovations to attract more air traffic to the airport for tourism and business. The renovations include an expansion and remodel of the terminal building passenger hold area, the addition of two single-user restrooms, a new fire suppression system throughout the airport, upgrading

the existing bathroom to make ADA compliant, and modernization of the adjacent interior and exterior spaces. The total cost of the project including all alternates is $6,010,041.35 as follows:

Base Contract		**Additional Alternatives**		**Other Necessary Improvements**	
Site Improvements	$383,745				
Terminal Expansion &Remodel	$2,542,814				
Permit & Plan Check Fees	$9,200				
Construction Administration	$155,858				
Subtotal	**$3,091,617**				
		Upgrade Restrooms ADA Compliant	$264,308		
		Modernize Front Façade	$654,479		
		Modernize Finishes	$233,896		
Subtotal	**$4,244,300**				
				Badging System Upgrade	$136,989
				Mud Jacking	$22,210
Subtotal	**$4,403,499**				
		Construction Management and Oversight	$800,000		
Subtotal	**$5,203,499**				
5% Inflation per bid	**$260,174.95**				

Subtotal	**$5,463,673.95**				
10% Contingency	**$546,367.40**				
Total	**$6,010,041.35**				

FINANCIAL IMPLICATIONS:

If approved, funds in the amount of $1,721,401.66 will be transferred from the City Council and Department Relocation Project – CI2426 to the Memorial Airport Renovations Project – CI2524. Additional funds in the amount of $4,288,640.00 will need to be transferred from the 1992-2026 Sales and Use Tax Capital Improvement Projects Fund to Project ED2504 – Memorial Airport Renovations Project to fully fund the renovations.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

City Council could deny the Ordinance, in which case the renovations to the Pueblo Memorial Airport will not be completed.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. CSHQA, Inc.'s Estimate of Possible Cost
2. Foundation Underpinning-Mud Jacking Estimate
3. Hight Point Networks Airport Access Control Project Estimate

ORDINANCE NO.

AN ORDINANCE TRANSFERRING $1,721,401.66 FROM PROJECT CI2426 – CITY COUNCIL AND DEPARTMENT RELOCATION PROJECT TO PROJECT CI2524 – MEMORIAL AIRPORT RENOVATIONS PROJECT FOR THE RENOVATION, UPGRADE, AND EXPANSION OF THE PUEBLO MEMORIAL AIRPORT TERMINAL

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

SECTION 1.

Funds in the amount of $1,721,401.66 are hereby transferred from Project CI2426 into Project AP2203 – Airport Terminal Remodel Design and Construction Project.

SECTION 2.

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 3.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

PUEBLO, COLORADO

PUEBLO MEMORIAL AIRPORT
TERMINAL EXPANSION & REMODEL

MASTER SUMMARY

100% Design Submittal - Opinion of Probable Construction Cost Estimate
March 1, 2023 - UPDATED November 21, 2024

SECTION			COST/SF	TOTAL
SITE IMPROVEMENTS				$383,745
TERMINAL EXPANSION & REMODEL	4,150	SF	612.73	$2,542,814
PERMIT & PLAN CHECK FEES	1	LS		$9,200
CONSTRUCTION ADMINISTRATION	1	LS		$155,858
TOTAL (Building & Site)				$3,091,617

ADD ALTERNATES:

1) UPGRADE RESTROOMS	$264,308
2) MODERNIZE FRONT FAÇADE	$654,479
3) MODERNIZE FINISHES	$233,896
4) Security Access points	$137,000
5) Foundation Repair	$23,000
6) Construction management and oversight	$800,000
TOTAL:	$5,204,300

420 000

5,624,300K

NOTES: Costs are for Construction Only. Contractor / Owner Contingency are Excluded.
Construction Administration is Included on Master Summary.
Costs are Based on a Traditional Open Competitive Bid Basis.
Costs are Based on a Construction Start of Spring 2025.
For Inflation Beyond Spring 2025, Add 5.0% per Year Compounded.

Parametrix, Inc. (801) 733-5900

PUEBLO, COLORADO

PUEBLO MEMORIAL AIRPORT
TERMINAL EXPANSION & REMODEL

MASTER SUMMARY

100% Design Submittal - Opinion of Probable Construction Cost Estimate
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PUEBLO, COLORADO

PUEBLO MEMORIAL AIRPORT
TERMINAL EXPANSION & REMODEL

SITE IMPROVEMENTS

S U M M A R Y

100% Design Submittal - Opinion of Probable Construction Cost Estimate
March 1, 2023 - UPDATED November 21, 2024

SECTION		COST/SF	TOTAL
02 EXISTING CONDITIONS			$35,925
31 EARTHWORK			$17,280
32 EXTERIOR IMPROVEMENTS			$180,201
33 UTILITIES			$24,944
SUB-TOTAL			$258,349
CONTRACTOR GENERAL CONDITIONS	15.0%		$38,752
CONTRACTOR BOND & INSURANCE	2.5%		$6,459
CONTRACTOR OVERHEAD & PROFIT	10.0%		$25,835
SUB-TOTAL			$329,395
DESIGN / MARKET CONTINGENCY, ALLOW	15.0%		$49,409
INFLATION TO SPRING 2025, ALLOW	1.5%		$4,941
TOTAL (Construction)			$383,745

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PUEBLO, COLORADO

PUEBLO MEMORIAL AIRPORT
TERMINAL EXPANSION & REMODEL

SITE IMPROVEMENTS

100% Design Submittal - Opinion of Probable Construction Cost Estimate
March 1, 2023 - UPDATED November 21, 2024

SECTION	QUANTITY	UNIT	COST/SF	TOTAL
02 EXISTING CONDITIONS				
Demolition, Site Related:				
Pavement Sawcutting	1,421	LF	10.17	$14,452
Remove Asphalt Paving	669	SY	8.27	$5,533
Remove Concrete Paving	2,070	SF	1.22	$2,525
Remove Curb & Gutter	230	LF	2.71	$623
Remove Retaining Wall / Foundations	26	LF	88.08	$2,290
Remove Landscaping	2,410	SF	0.95	$2,290
Remove / Relocate Monument	1	LS	1,750	$1,750
Remove Utility Lines	77	LF	14.91	$1,148
Remove / Infill Utility Structures	2	EA	657.18	$1,314
Remove Misc Items, Allow	1	LS	4,000	$4,000
				$35,925
31 EARTHWORK				
Earthwork, Site Related:				
Contractors Quality Control Program (CQCP)	1	LS	5,500	$5,500
Temporary Air & Water Pollution, Soil Erosion & Siltation Control	1	LS	6,500	$6,500
Site Clearing & Preparation	11,000	SF	0.48	$5,280
				$17,280

PUEBLO, COLORADO

PUEBLO MEMORIAL AIRPORT
TERMINAL EXPANSION & REMODEL

SITE IMPROVEMENTS

100% Design Submittal - Opinion of Probable Construction Cost Estimate
March 1, 2023 - UPDATED November 21, 2024

SECTION	QUANTITY	UNIT	COST/SF	TOTAL
32 EXTERIOR IMPROVEMENTS				
Site Improvements:				
Temporary Fencing / Gates	850	LF	11.05	$9,393
Mobilization	1	LS	16,000	$16,000
Asphalt Pavement w/ Base (10" Total)	323	SY	44.72	$14,422
Concrete Pavement w/ Base, 5"	5,252	SF	11.73	$61,606
Concrete Curb & Gutter	455	LF	37.94	$17,263
Concrete ADA Ramp w/ Detectable Surface	696	SF	21.68	$15,089
Pavement Striping / Markings	424	LF	4.07	$1,726
Concrete Safety Bollards	16	EA	1,795	$28,726
Sidewalk Chase w/ Grate	43	LF	223.58	$9,614
Landscaping, Seeding	771	SF	0.34	$262
Site Furnishings, Minimal	1	LS	600.00	$600
Protect Existing Items, Allow	1	LS	5,500	$5,500
				$180,201

PUEBLO, COLORADO

PUEBLO MEMORIAL AIRPORT
TERMINAL EXPANSION & REMODEL

SITE IMPROVEMENTS

100% Design Submittal - Opinion of Probable Construction Cost Estimate
March 1, 2023 - UPDATED November 21, 2024

SECTION	QUANTITY	UNIT	COST/SF	TOTAL
33 UTILITIES				
Utilities:				
Fire Service Water Line, 8"	8	LF	142.28	$1,138
Fire Service Water Line, 6"	203	LF	111.11	$22,555
Site Lighting, Allow	1	LS	1,250	$1,250
				$24,944
SUB-TOTAL				**$258,349**
CONTRACTOR GENERAL CONDITIONS	**15.0%**			**$38,752**
CONTRACTOR BOND & INSURANCE	**2.5%**			**$6,459**
CONTRACTOR OVERHEAD & PROFIT	**10.0%**			**$25,835**
SUB-TOTAL				**$329,395**
DESIGN / MARKET CONTINGENCY, ALLOW	**15.0%**			**$49,409**
INFLATION TO SPRING 2025, ALLOW	**1.5%**			**$4,941**
TOTAL (Construction)				**$383,745**

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Costs are Based on a Construction Start of Spring 2025.
For Inflation Beyond Spring 2025, Add 5.0% per Year Compounded.

PUEBLO, COLORADO

PUEBLO MEMORIAL AIRPORT
TERMINAL EXPANSION & REMODEL

BASE BID

S U M M A R Y

100% Design Submittal - Opinion of Probable Construction Cost Estimate
March 1, 2023 - UPDATED November 21, 2024

SECTION				COST/SF	TOTAL
02 EXISTING CONDITIONS				8.75	$36,311
03 CONCRETE				16.97	$70,428
05 METALS				35.01	$145,299
06 WOOD AND PLASTICS				1.29	$5,352
07 THERMAL AND MOISTURE PROTECTION				51.94	$215,543
08 DOORS AND WINDOWS				26.25	$108,942
09 FINISHES				46.06	$191,151
10 SPECIALTIES				1.84	$7,632
12 FURNISHINGS				28.17	$116,921
13 SPECIAL CONSTRUCTION				1.81	$7,500
21 FIRE SUPPRESSION				63.35	$262,908
22 PLUMBING				11.06	$45,918
23 HEATING, VENTILATING & AIR CONDITIONING				35.62	$147,825
26 ELECTRICAL				23.16	$96,101
27 COMMUNICATIONS				3.25	$13,481
28 ELECTRONIC SAFETY & SECURITY				37.86	$157,120
31 EARTHWORK				20.11	$83,468
SUB-TOTAL		4,150	SF	412.51	$1,711,900
CONTRACTOR GENERAL CONDITIONS	15.0%			61.88	$256,785
CONTRACTOR BOND & INSURANCE	2.5%			10.31	$42,798
CONTRACTOR OVERHEAD & PROFIT	10.0%			41.25	$171,190
SUB-TOTAL		4,150	SF	525.95	$2,182,673
DESIGN / MARKET CONTINGENCY, ALLOW	15.0%			78.89	$327,401
INFLATION TO SPRING 2025, ALLOW	1.5%			7.89	$32,740
TOTAL (Construction)		4,150	SF	612.73	$2,542,814

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PUEBLO, COLORADO

PUEBLO MEMORIAL AIRPORT
TERMINAL EXPANSION & REMODEL

BASE BID

100% Design Submittal - Opinion of Probable Construction Cost Estimate
March 1, 2023 - UPDATED November 21, 2024

SECTION	QUANTITY	UNIT	COST/SF	TOTAL
02 EXISTING CONDITIONS				
Sawcut & Remove Concrete Slab on Grade	130	SF	7.80	$1,014
Remove Columns & Covers	5	EA	650.00	$3,250
Remove Column Covers	9	EA	203.25	$1,829
Remove Walls / Windows	1,120	SF	10.84	$12,141
Remove Door & Frame	3	EA	135.50	$407
Remove Floor Finishes	2,060	SF	1.16	$2,390
Remove Ceiling Finishes	2,060	SF	1.43	$2,946
Remove Soffit / Parapet	950	SF	5.09	$4,836
Remove & Salvage TSA Equipment (Search Room)	1	LS	1,500	$1,500
Remove Misc Items, Allow	1	LS	6,000	$6,000
			8.75	**$36,311**
03 CONCRETE				
Concrete Pile Caps, Reinf	15	CY	1,050	$15,752
Concrete Grade Beams, Reinf - 16"	10	CY	1,016	$10,163
Concrete Stem Walls, Reinf - 8"	380	SF	47.77	$18,153
Concrete Slab on Grade w/ Base, Reinf - 4"	2,208	SF	10.10	$22,301
Concrete Slab Infill	130	SF	12.00	$1,560
Concrete Slab / Foundation Tie-in, Allow	1	LS	2,500	$2,500
			16.97	**$70,428**

PUEBLO, COLORADO

PUEBLO MEMORIAL AIRPORT
TERMINAL EXPANSION & REMODEL

BASE BID

100% Design Submittal - Opinion of Probable Construction Cost Estimate
March 1, 2023 - UPDATED November 21, 2024

SECTION	QUANTITY	UNIT	COST/SF	TOTAL
05 METALS				
Steel Structure, WF - Columns	4	TON	6,098	$24,390
Steel Structure, WF - Roof	9	TON	6,098	$54,878
Steel Structure, OWSJ - Roof	2	TON	5,352	$10,705
Steel Structure, Misc	4	TON	8,266	$33,062
Steel Structure, Moment Connections	13	EA	813.00	$10,569
Steel Deck, Roof	2,550	SF	2.92	$7,446
Steel Structure Tie-in, Allow	1	LS	4,250	$4,250
			35.01	**$145,299**
06 WOOD AND PLASTICS				
Millwork, Gate Podium w/ Solid Top	1	EA	5,352	$5,352
			1.29	**$5,352**
07 THERMAL AND MOISTURE PROTECTION				
Rigid Insulation & Dampproofing, Foundation	475	SF	5.63	$2,674
Membrane Roofing w/ Insulation & Flashings	2,550	SF	25.75	$65,663
Membrane Roofing, Extend Up Wall	950	SF	9.29	$8,826
Membrane Roofing, Patch & Repair Existing	300	SF	20.33	$6,099
Metal Siding, Soffit	940	SF	21.68	$20,379
Metal Siding, Exterior Wall	1,620	SF	23.04	$37,325
Metal Panel, Column Cover	15	EA	1,220	$18,293
Metal Panel Coping / Flashings, Pre-Finished	355	LF	70.46	$25,013
Metal Expansion Joint Cover	152	LF	48.78	$7,415
Metal Panel Screenwall w/ Supports	430	SF	45.40	$19,522
Joint Sealants & Firesafing	2,550	SF	1.70	$4,335
			51.94	**$215,543**

PUEBLO, COLORADO

PUEBLO MEMORIAL AIRPORT
TERMINAL EXPANSION & REMODEL

BASE BID

100% Design Submittal - Opinion of Probable Construction Cost Estimate
March 1, 2023 - UPDATED November 21, 2024

SECTION	QUANTITY	UNIT	COST/SF	TOTAL
08 DOORS AND WINDOWS				
Aluminum Storefront Window System, Insul Glazing	1,075	SF	81.30	$87,398
Entry Door w/ Frame & Hardware - Sliding	1	EA	5,217	$5,217
Entry Door w/ Frame & Hardware - Single	2	EA	3,117	$6,233
HM Door w/ Frame & Hardware - Single	3	EA	2,168	$6,504
Automatic Door Opener	1	EA	3,591	$3,591
			26.25	**$108,942**
09 FINISHES				
Metal Stud Wall w/ Gyp Board & Insulation, Exterior	1,920	SF	21.68	$41,626
Metal Stud Wall w/ Gyp Board & Insulation, Interior	2,292	SF	18.97	$43,479
Metal Stud Furring w/ Gyp Board & Insulation, Wall / Ceiling	1,890	SF	15.59	$29,465
Acoustical Tile Ceiling w/ Grid	2,210	SF	6.58	$14,542
Porcelain Tile, Floor	128	SF	14.91	$1,908
Porcelain Tile, Wall	560	SF	15.59	$8,730
Porcelain Tile, Base	64	LF	6.78	$434
Carpet Tile, Commercial Grade	435	SY	52.85	$22,990
Entry Carpet Tile, Commercial Grade	12	SY	63.69	$764
Wall Coverings	1,160	SF	6.44	$7,470
Rubber Base, Wall	356	LF	2.58	$918
Paint, Wall & Ceiling - Allow	2,500	SF	2.11	$5,275
Paint / Stain, Door & Frame	3	EA	182.93	$549
Paint, Exterior Elements - Allow	1	LS	5,500	$5,500
Patch & Repair, Allow	1	LS	7,500	$7,500
			46.06	**$191,151**

PUEBLO MEMORIAL AIRPORT
TERMINAL EXPANSION & REMODEL

BASE BID

100% Design Submittal - Opinion of Probable Construction Cost Estimate
March 1, 2023 - UPDATED November 21, 2024

SECTION	QUANTITY	UNIT	COST/SF	TOTAL
10 SPECIALTIES				
Bath Accessories, Small	2	SET	860.43	$1,721
Wall Signage / Graphics	1	LS	4,500	$4,500
Building Specialties, Misc.	4,150	SF	0.34	$1,411
			1.84	**$7,632**
12 FURNISHINGS				
Hold Room Furniture	143	SEAT	677.50	$96,883
Window Shades, Motorized	1,075	SF	18.64	$20,038
			28.17	**$116,921**
13 SPECIAL CONSTRUCTION				
Relocate TSA Search Room, Allow	1	LS	7,500	$7,500
			1.81	**$7,500**
21 FIRE SUPPRESSION				
Fire Sprinkler System:				
Fire Sprinkler System	43,600	SF	6.03	$262,908
			63.35	**$262,908**

PUEBLO, COLORADO

PUEBLO MEMORIAL AIRPORT
TERMINAL EXPANSION & REMODEL

BASE BID

100% Design Submittal - Opinion of Probable Construction Cost Estimate
March 1, 2023 - UPDATED November 21, 2024

SECTION	QUANTITY	UNIT	COST/SF	TOTAL
22 PLUMBING				
Plumbing Fixture, Water Closet	2	EA	2,033	$4,065
Plumbing Fixture, Lavatory / Sink	2	EA	1,084	$2,168
Plumbing Fixture, Roof Drain	6	EA	453.93	$2,724
Plumbing Piping, Per Fixture	10	EA	2,846	$28,455
Plumbing Equipment, Electric Water Heater	2	EA	3,049	$6,098
Plumbing Specialties	2,210	SF	1.09	$2,409
			11.06	**$45,918**
23 HEATING, VENTILATING & AIR CONDITIONING				
Sheetmetal Duct & Insulation	1,989	LBS	18.91	$37,612
Grilles, Registers & Diffusers	20	EA	318.43	$6,369
Exhaust Fans - 70 CFM	2	EA	1,220	$2,439
Roof Top Unit - 3,400 CFM	1	EA	46,748	$46,748
HVAC Piping & Specialties	2,210	SF	12.20	$26,962
HVAC Control System	2,210	SF	10.84	$23,956
HVAC Test & Balance	24	HRS	155.83	$3,740
HVAC Test & Balance				In Other Budget
			35.62	**$147,825**

PUEBLO MEMORIAL AIRPORT
TERMINAL EXPANSION & REMODEL

BASE BID

100% Design Submittal - Opinion of Probable Construction Cost Estimate
March 1, 2023 - UPDATED November 21, 2024

SECTION	QUANTITY	UNIT	COST/SF	TOTAL
26 ELECTRICAL				
Main Distribution Panel, Tie-Into Existing	1	EA	3,049	$3,049
Distribution Panels, 225 Amp	2	EA	4,268	$8,537
Light Fixtures, LED	102	EA	359.08	$36,626
Light Switches / Sensors	14	EA	155.83	$2,182
Power Outlets	30	EA	142.28	$4,268
Floor Combo Outlets	10	EA	562.33	$5,623
Equipment Connections	1	LS	1,650	$1,650
Lighting Control System	2,210	SF	1.50	$3,315
Feeder & Branch Circuitry	2,210	SF	12.40	$27,404
Electrical Specialties	2,210	SF	1.56	$3,448
			23.16	**$96,101**
27 COMMUNICATIONS				
Telecom / Data System	2,210	SF	6.10	$13,481
			3.25	**$13,481**
28 ELECTRONIC SAFETY & SECURITY				
Fire Alarm System	43,600	SF	3.26	$142,136
Security Electronics	2,210	SF	6.78	$14,984
			37.86	**$157,120**

PUEBLO, COLORADO

PUEBLO MEMORIAL AIRPORT
TERMINAL EXPANSION & REMODEL

BASE BID

100% Design Submittal - Opinion of Probable Construction Cost Estimate
March 1, 2023 - UPDATED November 21, 2024

SECTION		QUANTITY	UNIT	COST/SF	TOTAL
31 EARTHWORK					
Earthwork, Building Related:					
Concrete Drilled Piers, 18"		420	VF	162.60	$68,292
Excavation & Backfill, Foundation		200	CY	75.88	$15,176
				20.11	**$83,468**
SUB-TOTAL		**4,150**	**SF**	**412.51**	**$1,711,900**
CONTRACTOR GENERAL CONDITIONS	**15.0%**			**61.88**	**$256,785**
CONTRACTOR BOND & INSURANCE	**2.5%**			**10.31**	**$42,798**
CONTRACTOR OVERHEAD & PROFIT	**10.0%**			**41.25**	**$171,190**
SUB-TOTAL		**4,150**	**SF**	**525.95**	**$2,182,673**
DESIGN / MARKET CONTINGENCY, ALLOW	**15.0%**			**78.89**	**$327,401**
INFLATION TO SPRING 2025, ALLOW	**1.5%**			**7.89**	**$32,740**
TOTAL (Construction)		**4,150**	**SF**	**612.73**	**$2,542,814**

NOTES: Costs are for Construction Only. Contractor / Owner Contingency are Excluded.
Costs are Based on a Traditional Open Competitive Bid Basis.
Costs are Based on a Construction Start of Spring 2025.
For Inflation Beyond Spring 2025, Add 5.0% per Year Compounded.

PUEBLO, COLORADO

PUEBLO MEMORIAL AIRPORT
TERMINAL EXPANSION & REMODEL

ALTERNATE 1 - UPGRADE RESTROOMS

S U M M A R Y

100% Design Submittal - Opinion of Probable Construction Cost Estimate
March 1, 2023 - UPDATED November 21, 2024

SECTION		COST/SF	TOTAL
02 EXISTING CONDITIONS			$11,403
09 FINISHES			$44,051
10 SPECIALTIES			$47,258
22 PLUMBING			$60,048
23 HEATING, VENTILATING & AIR CONDITIONING			$2,534
26 ELECTRICAL			$12,647
SUB-TOTAL			$177,940
CONTRACTOR GENERAL CONDITIONS	15.0%		$26,691
CONTRACTOR BOND & INSURANCE	2.5%		$4,449
CONTRACTOR OVERHEAD & PROFIT	10.0%		$17,794
SUB-TOTAL			$226,874
DESIGN / MARKET CONTINGENCY, ALLOW	15.0%		$34,031
INFLATION TO SPRING 2025, ALLOW	1.5%		$3,403
TOTAL (Construction)			$264,308

NOTES: Costs are for Construction Only. Contractor / Owner Contingency are Excluded.
Costs are Based on a Traditional Open Competitive Bid Basis.
Costs are Based on a Construction Start of Spring 2025.
For Inflation Beyond Spring 2025, Add 5.0% per Year Compounded.

PUEBLO, COLORADO

PUEBLO MEMORIAL AIRPORT
TERMINAL EXPANSION & REMODEL

ALTERNATE 1 - UPGRADE RESTROOMS

100% Design Submittal - Opinion of Probable Construction Cost Estimate
March 1, 2023 - UPDATED November 21, 2024

SECTION	QUANTITY	UNIT	COST/SF	TOTAL
02 EXISTING CONDITIONS				
Remove Floor Finishes	850	SF	1.16	$986
Remove Ceiling Finishes	850	SF	1.43	$1,216
Remove Vanity Counter	22	LF	35.91	$790
Remove Bath Accessories	2	SET	196.48	$393
Remove Toilet Partition / Screen	17	EA	101.63	$1,728
Remove Plumbing Fixtures	24	EA	210.03	$5,041
Remove Misc Items, Allow	1	LS	1,250	$1,250
				$11,403
09 FINISHES				
Acoustical Tile Ceiling w/ Grid	850	SF	6.58	$5,593
Restroom Tile, Floor	850	SF	14.91	$12,674
Restroom Tile, Wall	1,440	SF	15.59	$22,450
Restroom Tile, Base	160	LF	6.78	$1,085
Patch & Repair, Allow	1	LS	2,250	$2,250
				$44,051
10 SPECIALTIES				
Toilet Partitions / Urinal Screens	17	EA	2,371	$40,311
Bath Accessories, Medium	2	SET	3,184	$6,369
Building Signage & Graphics	850	SF	0.68	$578
				$47,258

PUEBLO, COLORADO

PUEBLO MEMORIAL AIRPORT
TERMINAL EXPANSION & REMODEL

ALTERNATE 1 - UPGRADE RESTROOMS

100% Design Submittal - Opinion of Probable Construction Cost Estimate
March 1, 2023 - UPDATED November 21, 2024

SECTION	QUANTITY	UNIT	COST/SF	TOTAL
22 PLUMBING				
Plumbing Fixture, Water Closet	12	EA	2,033	$24,390
Plumbing Fixture, Urinals	4	EA	1,897	$7,588
Plumbing Fixture, Wash Basin	2	EA	5,759	$11,518
Plumbing Fixture, Elec Water Cooler w/ Bottle Filler	1	EA	3,049	$3,049
Plumbing Piping, Per Fixture - Tie-Into Existing	19	EA	643.63	$12,229
Plumbing Specialties / Misc Work	850	SF	1.50	$1,275
				$60,048
23 HEATING, VENTILATING & AIR CONDITIONING				
Grilles, Registers & Diffusers	6	EA	318.43	$1,911
HVAC Test & Balance	4	HRS	155.83	$623
				$2,534

PUEBLO, COLORADO

PUEBLO MEMORIAL AIRPORT
TERMINAL EXPANSION & REMODEL

ALTERNATE 1 - UPGRADE RESTROOMS

100% Design Submittal - Opinion of Probable Construction Cost Estimate
March 1, 2023 - UPDATED November 21, 2024

SECTION	QUANTITY	UNIT	COST/SF	TOTAL
26 ELECTRICAL				
Light Fixtures, LED	28	EA	359.08	$10,054
Electrical Specialties / Misc Work	850	SF	3.05	$2,593
				$12,647
SUB-TOTAL				**$177,940**
CONTRACTOR GENERAL CONDITIONS	**15.0%**			**$26,691**
CONTRACTOR BOND & INSURANCE	**2.5%**			**$4,449**
CONTRACTOR OVERHEAD & PROFIT	**10.0%**			**$17,794**
SUB-TOTAL				**$226,874**
DESIGN / MARKET CONTINGENCY, ALLOW	**15.0%**			**$34,031**
INFLATION TO SPRING 2025, ALLOW	**1.5%**			**$3,403**
TOTAL (Construction)				**$264,308**

NOTES: Costs are for Construction Only. Contractor / Owner Contingency are Excluded.
Costs are Based on a Traditional Open Competitive Bid Basis.
Costs are Based on a Construction Start of Spring 2025.
For Inflation Beyond Spring 2025, Add 5.0% per Year Compounded.

PUEBLO, COLORADO

PUEBLO MEMORIAL AIRPORT
TERMINAL EXPANSION & REMODEL

ALTERNATE 2 - MODERNIZE FRONT FAÇADE

S U M M A R Y

100% Design Submittal - Opinion of Probable Construction Cost Estimate
March 1, 2023 - UPDATED November 21, 2024

SECTION		COST/SF	TOTAL
02 EXISTING CONDITIONS			$26,091
03 CONCRETE			$25,203
05 METALS			$84,165
07 THERMAL AND MOISTURE PROTECTION			$142,957
08 DOORS AND WINDOWS			$65,934
09 FINISHES			$37,093
31 EARTHWORK			$48,645
SUB-TOTAL			$440,616
CONTRACTOR GENERAL CONDITIONS	15.0%		$66,092
CONTRACTOR BOND & INSURANCE	2.5%		$11,015
CONTRACTOR OVERHEAD & PROFIT	10.0%		$44,062
SUB-TOTAL			$561,785
DESIGN / MARKET CONTINGENCY, ALLOW	15.0%		$84,268
INFLATION TO SPRING 2025, ALLOW	1.5%		$8,427
TOTAL (Construction)			$654,479

NOTES: Costs are for Construction Only. Contractor / Owner Contingency are Excluded.
Costs are Based on a Traditional Open Competitive Bid Basis.
Costs are Based on a Construction Start of Spring 2025.
For Inflation Beyond Spring 2025, Add 5.0% per Year Compounded.

PUEBLO MEMORIAL AIRPORT
TERMINAL EXPANSION & REMODEL

ALTERNATE 2 - MODERNIZE FRONT FAÇADE

100% Design Submittal - Opinion of Probable Construction Cost Estimate
March 1, 2023 - UPDATED November 21, 2024

SECTION	QUANTITY	UNIT	COST/SF	TOTAL
02 EXISTING CONDITIONS				
Remove Walls / Windows	1,730	SF	10.84	$18,753
Remove Door & Frame	6	EA	135.50	$813
Remove Soffit Panel	500	SF	3.87	$1,935
Remove Sunshade Device	190	SF	16.26	$3,089
Remove Misc Items, Allow	1	LS	1,500	$1,500
				$26,091
03 CONCRETE				
Concrete Pile Caps, Reinf	24	CY	1,050	$25,203
				$25,203
05 METALS				
Steel Structure, TS - Roof	6	TON	6,775	$40,650
Steel Structure, WF - Columns	3	TON	6,098	$18,293
Steel Structure, Misc	2	TON	8,266	$16,531
Steel Deck, Roof	1,778	SF	2.92	$5,192
Steel Structure Tie-in, Allow	1	LS	3,500	$3,500
				$84,165

PUEBLO, COLORADO

PUEBLO MEMORIAL AIRPORT
TERMINAL EXPANSION & REMODEL

ALTERNATE 2 - MODERNIZE FRONT FAÇADE

100% Design Submittal - Opinion of Probable Construction Cost Estimate
March 1, 2023 - UPDATED November 21, 2024

SECTION	QUANTITY	UNIT	COST/SF	TOTAL
07 THERMAL AND MOISTURE PROTECTION				
Metal Siding, Soffit	2,212	SF	21.68	$47,956
Metal Siding, Exterior Wall	1,312	SF	23.04	$30,228
Metal Panel, Column Cover	6	EA	1,220	$7,317
Membrane Roofing, Extend Up Wall	984	SF	9.29	$9,141
Metal Roofing, Standing Seam	1,778	SF	16.26	$28,910
Metal Raingutter, Integral	127	LF	44.72	$5,679
Metal Panel Coping / Flashings, Pre-Finished	164	LF	70.46	$11,555
Joint Sealants & Firesafing	1,778	SF	1.22	$2,169
				$142,957
08 DOORS AND WINDOWS				
Aluminum Storefront Window System, Insul Glazing	536	SF	81.30	$43,577
Entry Door w/ Frame & Hardware - Sliding	2	EA	5,217	$10,434
Entry Door w/ Frame & Hardware - Double	2	PR	5,962	$11,924
				$65,934
09 FINISHES				
Metal Stud Wall w/ Gyp Board & Insulation, Exterior	1,312	SF	21.68	$28,444
Entry Carpet Tile, Commercial Grade	56	SY	63.69	$3,567
Paint, Walls	750	SF	2.11	$1,583
Patch & Repair, Allow	1	LS	3,500	$3,500
				$37,093

PUEBLO, COLORADO

PUEBLO MEMORIAL AIRPORT
TERMINAL EXPANSION & REMODEL

ALTERNATE 2 - MODERNIZE FRONT FAÇADE

100% Design Submittal - Opinion of Probable Construction Cost Estimate
March 1, 2023 - UPDATED November 21, 2024

SECTION	QUANTITY	UNIT	COST/SF	TOTAL
26 ELECTRICAL				
Light Fixtures, LED	14	EA	359.08	$5,027
Feeder & Branch Circuitry	1	LS	5,500	$5,500
				$10,527
31 EARTHWORK				
Earthwork, Building Related:				
Concrete Drilled Piers, 24"	150	VF	311.65	$46,748
Excavation & Backfill, Foundation	25	CY	75.88	$1,897
				$48,645
SUB-TOTAL				**$440,616**
CONTRACTOR GENERAL CONDITIONS	**15.0%**			**$66,092**
CONTRACTOR BOND & INSURANCE	**2.5%**			**$11,015**
CONTRACTOR OVERHEAD & PROFIT	**10.0%**			**$44,062**
SUB-TOTAL				**$561,785**
DESIGN / MARKET CONTINGENCY, ALLOW	**15.0%**			**$84,268**
INFLATION TO SPRING 2025, ALLOW	**1.5%**			**$8,427**
TOTAL (Construction)				**$654,479**

NOTES: Costs are for Construction Only. Contractor / Owner Contingency are Excluded.
Costs are Based on a Traditional Open Competitive Bid Basis.
Costs are Based on a Construction Start of Spring 2025.
For Inflation Beyond Spring 2025, Add 5.0% per Year Compounded.

PUEBLO, COLORADO

PUEBLO MEMORIAL AIRPORT
TERMINAL EXPANSION & REMODEL

ALTERNATE 3 - MODERNIZE FINISHES

S U M M A R Y

100% Design Submittal - Opinion of Probable Construction Cost Estimate
March 1, 2023 - UPDATED November 21, 2024

SECTION		COST/SF	TOTAL
02 EXISTING CONDITIONS			$10,786
09 FINISHES			$66,238
23 HEATING, VENTILATING & AIR CONDITIONING			$7,615
26 ELECTRICAL			$72,826
SUB-TOTAL			$157,466
CONTRACTOR GENERAL CONDITIONS	15.0%		$23,620
CONTRACTOR BOND & INSURANCE	2.5%		$3,937
CONTRACTOR OVERHEAD & PROFIT	10.0%		$15,747
SUB-TOTAL			$200,769
DESIGN / MARKET CONTINGENCY, ALLOW	15.0%		$30,115
INFLATION TO SPRING 2025, ALLOW	1.5%		$3,012
TOTAL (Construction)			$233,896

NOTES: Costs are for Construction Only. Contractor / Owner Contingency are Excluded.
Costs are Based on a Traditional Open Competitive Bid Basis.
Costs are Based on a Construction Start of Spring 2025.
For Inflation Beyond Spring 2025, Add 5.0% per Year Compounded.

PUEBLO MEMORIAL AIRPORT
TERMINAL EXPANSION & REMODEL

ALTERNATE 3 - MODERNIZE FINISHES

100% Design Submittal - Opinion of Probable Construction Cost Estimate
March 1, 2023 - UPDATED November 21, 2024

SECTION	QUANTITY	UNIT	COST/SF	TOTAL
02 EXISTING CONDITIONS				
Remove Floor Finishes	3,682	SF	1.16	$4,271
Remove Ceiling Finishes	3,682	SF	1.43	$5,265
Remove Misc Items, Allow	1	LS	1,250	$1,250
				$10,786
09 FINISHES				
Metal Stud Furring w/ Gyp Board & Insulation, Wall / Ceiling	754	SF	15.59	$11,755
Acoustical Tile Ceiling w/ Grid	2,928	SF	6.58	$19,266
Porcelain Tile, Large Format - Wall	192	SF	17.62	$3,383
Porcelain Tile, Base	24	LF	6.78	$163
Carpet Tile, Commercial Grade	409	SY	52.85	$21,622
Rubber Base, Wall	350	LF	2.58	$903
Paint, Walls & Ceiling	3,150	SF	2.11	$6,647
Patch & Repair, Allow	1	LS	2,500	$2,500
				$66,238
23 HEATING, VENTILATING & AIR CONDITIONING				
Grilles, Registers & Diffusers	20	EA	318.43	$6,369
HVAC Test & Balance	8	HRS	155.83	$1,247
				$7,615

PUEBLO, COLORADO

PUEBLO MEMORIAL AIRPORT
TERMINAL EXPANSION & REMODEL

ALTERNATE 3 - MODERNIZE FINISHES

100% Design Submittal - Opinion of Probable Construction Cost Estimate
March 1, 2023 - UPDATED November 21, 2024

SECTION	QUANTITY	UNIT	COST/SF	TOTAL
26 ELECTRICAL				
Light Fixtures, LED	88	EA	359.08	$31,599
Light Switches / Sensors	20	EA	155.83	$3,117
Power Outlets	15	EA	142.28	$2,134
Floor Combo Outlets	4	EA	562.33	$2,249
Lighting Control System	3,682	SF	1.50	$5,523
Feeder & Branch Circuitry	3,682	SF	6.10	$22,460
Electrical Specialties / Misc Work	3,682	SF	1.56	$5,744
				$72,826

SUB-TOTAL		**$157,466**
CONTRACTOR GENERAL CONDITIONS	**15.0%**	**$23,620**
CONTRACTOR BOND & INSURANCE	**2.5%**	**$3,937**
CONTRACTOR OVERHEAD & PROFIT	**10.0%**	**$15,747**
SUB-TOTAL		**$200,769**
DESIGN / MARKET CONTINGENCY, ALLOW	**15.0%**	**$30,115**
INFLATION TO SPRING 2025, ALLOW	**1.5%**	**$3,012**
TOTAL (Construction)		**$233,896**

NOTES: Costs are for Construction Only. Contractor / Owner Contingency are Excluded.
Costs are Based on a Traditional Open Competitive Bid Basis.
Costs are Based on a Construction Start of Spring 2025.
For Inflation Beyond Spring 2025, Add 5.0% per Year Compounded.

Quote: SLC_Pueblo Airport Concourse_City of Pueblo Aviation
Date: 9/26/2024
Prepared by: Michael Lemons, P.E.

Client: City of Pueblo Aviation
Contact: Greg Pedroza
Address: 31201 Bryan Cir., Pueblo, CO 81001
Phone: (719) 250-3861
Email: gpedroza@pueblo.us

Job Name: Pueblo Airport Concourse
Job Address: 31201 Bryan Cir., Pueblo, CO

Description: Foundation Underpinning/Mud Jacking		**Pricing**
The responsibilities of Straight Line Construction include project control, supervision, labor, materials and equipment to accomplish the following items of work:		
Furnish and install Two (2) micropiles with Design Load of 20 kips. Micropiles will have a 4" inch shaft diameter and a planned drill depth of 19 feet. Micropiles will be reinforced with 40mm hollow, threaded reinforcing and will have Guide Sleeve and underpinning brackets attached to the top of the piles. Price includes up to 38 lineal feet. If additional lineal footage is required, a cost of $80/ft will be charged via change order. Price includes up to 4 sacks of cement for micropile grout. If additional cement over this quantity is needed, it will be charged at a rate of $28.25/sack. **There appear to be multiple underground utilities in the area, we will excavate to bottom of existing foundation using a vacuum truck.** Micropiles will be installed using man-portable equipment. **Stamped engineering calculations and drawings are included.** **Clean, cool, potable water (minimum of 2,000 gallons per day with minimum 400 gallons/hour flow) and washout to be provided in our immediate work area by others. Third Party inspections and testing if/as required by others.**	$	20,140.00
Alternate to perform mud jacking on exterior walk and interior slab on west side of building (approximately 300 sf total). Repair of floor coverings by others.	$	2,070.00
SUB TOTAL	$	22,210.00
PERMIT (if required please add)	$	-
BOND (if required please add)	$	-
SALES TAX (if required please add)	$	-
TOTAL INVESTMENT	$	22,210.00

Quote valid for 30 days

Net 15 - Payment fifteen days after invoice date

94 North Mission Drive, Pueblo West, CO. 81007 | Phone: (719) 545-9942

SLC_Pueblo Airport Concourse_City of Pueblo Aviation	$ 22,210.00

Additional Information/Exclusions:

Schedule of Values

Materials	$	7,067.00
Labor	$	8,818.00
Equipment	$	4,575.00
Engineering	$	1,750.00
Total	**$**	**22,210.00**

Straight Line Construction/Ram Jack Companies carry the following insurance:

General Liability	**$1,000,000**	per occurrence
	$2,000,000	aggregate
Automobile	**$1,000,000**	
Excess Liability	**$5,000,000**	
Workers Compensation	**$1,000.000**	

If additional insurance is required we reserve the right to increase our proposal cost to recoup the additional cost if necessary.

Net 15 - Payment fifteen days after invoice date

Straight Line Pier Inc. ROC# 269692, 291336, 312650

NAME: **DATE:**

NOTES:

94 North Mission Drive, Pueblo West, CO. 81007 | Phone: (719) 545-9942

SLC_Pueblo Airport Concourse_City of Pueblo Aviation $ 22,210.00

Terms and Conditions

Any items of work not specifically included in this proposal shall not be the responsibility of Straight Line Construction/Ram Jack Companies. This proposal is offered for acceptance for a period of 30 days. Applications for progress payments will be submitted monthly and shall be payable within 15 days of the invoice date. All other amounts due, including retention (if any), shall be paid in full within 15 days of substantial completion of Straight Line Construction/Ram Companies work.

Unless specifically indicated elsewhere, price assumes a single mobilization. Straight Line Construction/Ram Jack Companies cannot accept any liability for default or delay in the completion of the work when caused by strike, riot, war, or Act of God or other similar circumstances beyond our control. **Client is responsible for assuring our work can be performed at the site in a timely, efficient manner. If our work is suspended, delayed or postponed for any reason beyond our control, Straight Line Construction/Ram Jack Companies shall be compensated at a rate of $4,500.00 per day or $450.00 per hour, per crew.** Straight Line Construction/Ram Jack Companies shall not be bound to any liquidated damages, delay damages or other time related penalties arising from the work.

We will perform the work in a professional manner in cooperation with the owner/contractor. However, we cannot accept liability on any further damage to structures, landscaping, utilities, drains, septic systems, wells, etc. and/or any consequential damages that may result from the normal performance of the work. All utilities and other services left in place shall be located, exposed, and shown to our on- site representative prior to commencement of work. If Straight Line Construction/Ram Jack Companies, during its work, encounters 1) subsurface conditions or latent physical conditions which differ from those indicated in the contract documents, or 2) unknown physical conditions of an unusual nature, differing from those ordinarily encountered, then Straight Line Construction/Ram Jack Companies shall be entitled to an equitable price and schedule adjustment to compensate it for such changed condition.

If, during the course of our work any materials are shown to have any hazardous properties and special handling requirements, the cost to mitigate those conditions are to be paid for by others. Unless otherwise specified we assume we will be installing elements from bottom of foundation for new construction piles and/or piers.

The contractor is to maintain clear, well drained, uninterrupted access ways and working platforms suitable for Straight Line Construction/Ram Jack of Companies equipment to move under its own power. Access includes adequate ramps at suitable levels and should be available at the time and to the extent necessary to suit construction operations.

Standard exclusion, unless specifically included in the Scope of Work include: Survey, layout, and geometric control; Cold weather protection; Third party inspection or observation; Utility locating or relocation; Control of ground or surface water; Erosion and dust control; Traffic control or flagging; and, Excavation, backfill, and compaction. **Unless specifically included, any additional time and costs for safety training, background checks, and badging is excluded and will be billed at unit rates.**

By accepting this proposal, it is understood that our terms and conditions, site access and exclusion/inclusions are also accepted unless amended by both parties in the contract documents.

94 North Mission Drive, Pueblo West, CO. 81007 | Phone: (719) 545-9942

High Point NETWORKS

COP Airport Access Control Project

Quote Information:
Quote #: 141246
Version: 1
Delivery Date: 10/02/2024
Expiration Date: 12/27/2024

Prepared for:

City of Pueblo
Attn: Lori Pinz
P.O. Box 1427
Pueblo, CO 81002

Prepared by:

High Point Networks, LLC
Dave Finegold
Direct: 719-955-4970
dave.finegold@highpointnetworks.com

COP Airport Access Control Project

Access Control Hardware

Qty	Item	Description	Price	Ext. Price
1	GSC-5.12	Security Center Version 5.12	$0.00	$0.00
1	GSC-BASE-E	Genetec Security Center Base Enterprise Package. Synergis Enterprise: Access Manage support, Remote Security Desk, Badge Designer. Omnicast Enterprise: Archiving & Auxiliary Archiving support, Media Router, Audio, Remote Security Desk, Camera Sequences, C	$5,000.00	$5,000.00
1	SV-CFG-SRV-5.12	Streamvault™ Configure with Security Center 5.12.x (latest minor). Applies to SVW and SV-1000 and up only	$0.00	$0.00
18	GSC-SY-E-1RE	1 Reader Security Center connection for hardware sold by Genetec without licenses, -SCS part excluded. Can be used to add connections to: supported hardware, CSPN application, and wireless locks that aren't plugins	$90.00	$1,620.00
40	GSC-OM-E-1C	Genetec, 1 video license for GSC Omnicast Enterprise	$250.00	$10,000.00
36	SY-40NKS-T0-000000	HID Signo 40 - access control terminal	$360.00	$12,960.00
500	802FPGGAN	COMPOSITE HID DESFIRE EV3 8K, RANDOM UID, PROG SIO HIGH SECURITY, F-GLOSS, B-GLOSS, LASER MATCH #, NO SLOT	$7.00	$3,500.00
1	SV-2040E-R12-96T-12-410	Streamvault™ 2040E Series - 2U 12-Bay Appliance 96TB Raw RAID 5 1x Xeon Silver 4410Y 32GB RAM 2x 480GB M.2 SSD 8x 12TB 3.5" Enterprise HDDs 2x 1GbE RJ45 2x 1100W PSU Windows Server Standard 5YR NBD KYHD Warranty - Genetec™ Security Center pre-installed. L	$21,700.00	$21,700.00
40	ADV-CAM-E-1Y	Genetec, ADV (Genetec, Lifecycle Mngt, Advantage) for 1 camera Omnicast Enterprise license for 1 year	$51.00	$2,040.00
37	ADV-RDR-E-1Y	Genetec™ Advantage for 1 Synergis™ Enterprise Reader – 1 year	$16.00	$592.00
1	56305	DTC5500LMX 2M	$9,120.00	$9,120.00
11	SY-A1210GAMER	Axis A1210 controller powered by Genetec - Supports up to 2 OSDP readers - Softwire ACAP included and 1 Reader license included - Available in the Americas only	$749.00	$8,239.00

High Point NETWORKS

COP Airport Access Control Project

Quote Information:
Quote #: 141246
Version: 1
Delivery Date: 10/02/2024
Expiration Date: 12/27/2024

Access Control Hardware

Qty	Item	Description	Price	Ext. Price
4	SY-A1610GAMER	Axis A1610 controller powered by Genetec - Supports up to 4 OSDP readers - Softwire ACAP included and 2 Reader licenses included and - Available in the Americas only	$1,249.00	$4,996.00
			Subtotal:	$79,767.00

Cabling and Misc Equipment

Qty	Item	Description	Price	Ext. Price
1	Misc	CBL-6EPL550-WHT-WVN - CAT6 PLENUM WHITE 550MHz, w/o spline	$393.00	$393.00
1	Misc	CBL-1802STPL500-BW - 500ft 18-2 Stranded Plenum Cable, White	$141.00	$141.00
1	Misc	CBL-2202STPL500-BW - 500ft 22-2 Stranded Plenum Cable, White	$93.00	$93.00
1	Misc	CBL-2204STPL500-BW - 500ft 22-4 Stranded Plenum Cable, White	$141.00	$141.00
8	8300C630	CONCEALED FIRE RATED ELECTRIC STRIKE W/2 FACE PLATES	$419.00	$3,352.00
2	9500	Fire Rated Surf.Mount Strike 12/24VDC-Satin Stainless	$461.00	$922.00
3	AL300ULPD8CB	12/24VDC 2.5A Power Supply in Enclosure-w/8 Output PTC	$301.00	$903.00
			Subtotal:	$5,945.00

Genetec Professional Services

Qty	Item	Description	Price	Ext. Price
1	PS-DS-BUNDLE	Professional Services - Bundled Offering - Please refer to SOW # GEN-169314-K3P3	$12,702.00	$12,702.00
			Subtotal:	$12,702.00

HPN Service Bundle

Qty	Item	Description	Price	Ext. Price
1	**PROSERVE-PKG**	High Point Networks Professional Services defined in the pdf online or above in this document	**$38,200.00**	**$38,200.00**
			Subtotal:	$38,200.00

High Point NETWORKS

COP Airport Access Control Project

Quote Information:
Quote #: 141246
Version: 1
Delivery Date: 10/02/2024
Expiration Date: 12/27/2024

Shipping

Qty	Item	Description	Price	Ext. Price
1	SH	Estimated Shipping and Handling - Final shipping costs will be reflected on your invoice from High Point Networks	$375.00	$375.00
			Subtotal:	$375.00

Quote Summary

Description	Amount
Access Control Hardware	$79,767.00
Cabling and Misc Equipment	$5,945.00
Genetec Professional Services	$12,702.00
HPN Service Bundle	$38,200.00
Shipping	$375.00
Total:	$136,989.00

For questions related to your quotation, please contact us using the information above. This Quote is subject to the Purchase Agreement entered into on December 28, 2015 between the City of Pueblo, a Municipal Corporation, ("City") and West Tech Communications of Southern Colorado, Inc. ("West Tech") (the "Purchase Agreement"). Where, West Tech merged with High Point Networks, LLC ("High Point"), causing the Purchase Agreement to be assigned to High Point by operation of law, and High Point steps into the terms of the Purchase Agreement and assumes the responsibilities of West Tech. Any terms not covered by the Purchase Agreement, including maintenance, shall be stated in the applicable Quote or Purchase Order. By signing below, the undersigned represents that he or she is authorized to execute the agreement on behalf of the applicable party. The City's acceptance of the Quote online, and High Point's receipt of a Purchase Order from City, will constitute acceptance of an offer and be binding on the parties. All quotes are subject to shipping costs that may not be listed on the quote but will be provided to the City prior to purchase. Prices quoted are valid for 30 days from Quotation Date. High Point shall not be liable for any indirect, incidental, consequential, exemplary, or punitive damages of any kind or nature. All IP Telephony and projects exceeding 10 hours of service will require a Statement of Work (SOW), where the SOW will be agreed upon by the parties and will state the terms of payment. Orders will be invoiced when shipped. Orders may be partial invoiced as items ship and thus there may be multiple invoices per order. "Projects" will be invoiced in the same method. Professional services may be progress billed over the term of the project. All licensing and subscription orders will be invoiced immediately upon customer approval.
Payment for all other orders are due in 30 days subject to credit approval. Credit card usage as a form of payment may be accepted on pre-approval basis and may be subject to a convenience fee. "Optional" items on the above quote are not included in the total pricing at the bottom of the quote. Note: Once product is ordered and shipped, no return will be accepted unless High Point approves the return or the equipment arrives damaged, malfunctioning, or is not the equipment ordered. Returns may be subject to a restocking fee. Product returns must be completed within 45 days of receipt. Product cannot be returned if next generation product has been released, unless the return would be within 45 days of the initial order or the return is because the equipment arrives damaged, malfunctioning, or is not the equipment ordered.

Signature _____ Date _____

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: December 22, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Greg Pedroza, Director Aviation

SUBJECT: AN ORDINANCE TRANSFERRING $4,288,640 FROM THE 1992-2026 SALES AND USE TAX CAPITAL IMPROVEMENT PROJECTS FUND TO PROJECT ED2504 – MEMORIAL AIRPORT RENOVATIONS PROJECT TO FUND, IN PART, THE RENOVATION, UPGRADE, AND EXPANSION OF THE PUEBLO MEMORIAL AIRPORT TERMINAL

SUMMARY:

This Ordinance authorizes the transfer of $4,288,640 from the 1992-2026 Sales and Use Tax Capital Improvement Projects Fund to Project ED2504 – Memorial Airport Renovations Project to fund, in part, the renovation, upgrade, and expansion of the Pueblo Memorial Airport Terminal.

PREVIOUS COUNCIL ACTION:

City Council previously approved Ordinance 10158 transferring $362,288.40 to Project AP2203 and awarding a design contract to CSHQA, Inc. for the development of shovel ready construction plans.

BACKGROUND:

The Pueblo Memorial Airport is a great asset to Pueblo but needs renovations to improve the appearance and effectiveness of the current facilities. Primary jobs will be one area of focus for PEDCO in 2025 and many years to come. There are a great number of opportunities to lease hangar space to large general aviation operations which could be a great revenue generator for the City of Pueblo. To attract the type of general aviation desired, the overall appearance of the airport, including the terminal, is critical. Developing the infrastructure at the Pueblo Memorial Airport will assist PEDCO in attracting, establishing and facilitating the creation of primary jobs at the Airport and in Pueblo.

The Sales and Use Tax Capital Improvement Projects Fund allows funding for remodeling and renovation of existing buildings as well as infrastructure development to

establish and facilitate the creation of primary jobs within the City of Pueblo. P.M.C. § 14-4-85.5(a)(1) & (3). The renovations include an expansion and remodel of the terminal building passenger hold area, the addition of two single-user restrooms, a new fire suppression system throughout the airport, upgrading the existing bathroom to make it ADA compliant, and modernization of the adjacent interior and exterior spaces. The total cost of the project including all alternates is $6,010,041.35 as follows:

Base Contract		**Additional Alternatives**		**Other Necessary Improvements**	
Site Improvements	$383,746				
Terminal Expansion &Remodel	$2,542,814				
Permit & Plan Check Fees	$9,200				
Construction Administration	$155,858				
Subtotal	**$3,091,617**				
		Upgrade Restrooms ADA Compliant	$264,308		
		Modernize Front Façade	$654,479		
		Modernize Finishes	$233,896		
Subtotal	**$4,244,300**				
				Badging System Upgrade	$136,989
				Mud Jacking	$22,210
Subtotal	**$4,403,499**				
		Construction Management and Oversight	$800,000		
Subtotal	**$5,203,499**				

5% Inflation per bid	**$260,174.95**				
Subtotal	**$5,463,673.95**				
10% Contingency	**$546,367.40**				
Total	**$6,010,041.35**				

FINANCIAL IMPLICATIONS:

If approved, funds in the amount of $4,288,640.00 will be transferred from the 1992-2026 Sales and Use Tax Capital Improvement Projects Fund to Project ED2504 – Memorial Airport Renovations Project. Additional funds in the amount of $1,721,401.66 will need to be transferred from the City Council and Department Relocation Project – CI2426 to the Memorial Airport Renovations Project – CI2524 to fully fund the renovations.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

City Council could deny the Ordinance in which case the renovations to the Pueblo Memorial Airport will not be completed.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. CSHQA, Inc.'s Estimate of Possible Cost
2. Foundation Underpinning-Mud Jacking Estimate
3. Hight Point Networks Airport Access Control Project Estimate
4. Letter from PEDCO

ORDINANCE NO.

AN ORDINANCE TRANSFERRING $4,288,640 FROM THE 1992-2026 SALES AND USE TAX CAPITAL IMPROVEMENT PROJECTS FUND TO PROJECT ED2504 – MEMORIAL AIRPORT RENOVATIONS PROJECT TO FUND, IN PART, THE RENOVATION, UPGRADE, AND EXPANSION OF THE PUEBLO MEMORIAL AIRPORT TERMINAL

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

SECTION 1.

Funds in the amount of $4,288,640 are hereby transferred from the 1992-2026 Sales and Use Tax Capital Improvement Projects Fund to Project ED2504 – Memorial Airport Renovations Project.

SECTION 2.

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 3.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

PUEBLO, COLORADO

PUEBLO MEMORIAL AIRPORT
TERMINAL EXPANSION & REMODEL

MASTER SUMMARY

100% Design Submittal - Opinion of Probable Construction Cost Estimate
March 1, 2023 - UPDATED November 21, 2024

SECTION			COST/SF	TOTAL
SITE IMPROVEMENTS				$383,745
TERMINAL EXPANSION & REMODEL	4,150	SF	612.73	$2,542,814
PERMIT & PLAN CHECK FEES	1	LS		$9,200
CONSTRUCTION ADMINISTRATION	1	LS		$155,858
TOTAL (Building & Site)				$3,091,617

ADD ALTERNATES:

1) UPGRADE RESTROOMS	$264,308
2) MODERNIZE FRONT FAÇADE	$654,479
3) MODERNIZE FINISHES	$233,896
4) Security Access points	$137,000
5) Foundation Repair	$23,000
6) Construction management and oversight	$800,000
TOTAL:	$5,204,300

420 000

5,624,300K

NOTES: Costs are for Construction Only. Contractor / Owner Contingency are Excluded.
Construction Administration is Included on Master Summary.
Costs are Based on a Traditional Open Competitive Bid Basis.
Costs are Based on a Construction Start of Spring 2025.
For Inflation Beyond Spring 2025, Add 5.0% per Year Compounded.

Parametrix, Inc. (801) 733-5900

PUEBLO, COLORADO

PUEBLO MEMORIAL AIRPORT
TERMINAL EXPANSION & REMODEL

MASTER SUMMARY

100% Design Submittal - Opinion of Probable Construction Cost Estimate
March 1, 2023 - UPDATED November 21, 2024

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Costs are Based on a Construction Start of Spring 2025.
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Parametrix, Inc. (801) 733-5900

PUEBLO, COLORADO

PUEBLO MEMORIAL AIRPORT
TERMINAL EXPANSION & REMODEL

SITE IMPROVEMENTS

S U M M A R Y

100% Design Submittal - Opinion of Probable Construction Cost Estimate
March 1, 2023 - UPDATED November 21, 2024

SECTION		COST/SF	TOTAL
02 EXISTING CONDITIONS			$35,925
31 EARTHWORK			$17,280
32 EXTERIOR IMPROVEMENTS			$180,201
33 UTILITIES			$24,944
SUB-TOTAL			$258,349
CONTRACTOR GENERAL CONDITIONS	15.0%		$38,752
CONTRACTOR BOND & INSURANCE	2.5%		$6,459
CONTRACTOR OVERHEAD & PROFIT	10.0%		$25,835
SUB-TOTAL			$329,395
DESIGN / MARKET CONTINGENCY, ALLOW	15.0%		$49,409
INFLATION TO SPRING 2025, ALLOW	1.5%		$4,941
TOTAL (Construction)			$383,745

NOTES: Costs are for Construction Only. Contractor / Owner Contingency are Excluded.
Costs are Based on a Traditional Open Competitive Bid Basis.
Costs are Based on a Construction Start of Spring 2025.
For Inflation Beyond Spring 2025, Add 5.0% per Year Compounded.

PUEBLO, COLORADO

PUEBLO MEMORIAL AIRPORT
TERMINAL EXPANSION & REMODEL

SITE IMPROVEMENTS

100% Design Submittal - Opinion of Probable Construction Cost Estimate
March 1, 2023 - UPDATED November 21, 2024

SECTION	QUANTITY	UNIT	COST/SF	TOTAL
02 EXISTING CONDITIONS				
Demolition, Site Related:				
Pavement Sawcutting	1,421	LF	10.17	$14,452
Remove Asphalt Paving	669	SY	8.27	$5,533
Remove Concrete Paving	2,070	SF	1.22	$2,525
Remove Curb & Gutter	230	LF	2.71	$623
Remove Retaining Wall / Foundations	26	LF	88.08	$2,290
Remove Landscaping	2,410	SF	0.95	$2,290
Remove / Relocate Monument	1	LS	1,750	$1,750
Remove Utility Lines	77	LF	14.91	$1,148
Remove / Infill Utility Structures	2	EA	657.18	$1,314
Remove Misc Items, Allow	1	LS	4,000	$4,000
				$35,925
31 EARTHWORK				
Earthwork, Site Related:				
Contractors Quality Control Program (CQCP)	1	LS	5,500	$5,500
Temporary Air & Water Pollution, Soil Erosion & Siltation Control	1	LS	6,500	$6,500
Site Clearing & Preparation	11,000	SF	0.48	$5,280
				$17,280

PUEBLO, COLORADO

PUEBLO MEMORIAL AIRPORT
TERMINAL EXPANSION & REMODEL

SITE IMPROVEMENTS

100% Design Submittal - Opinion of Probable Construction Cost Estimate
March 1, 2023 - UPDATED November 21, 2024

SECTION	QUANTITY	UNIT	COST/SF	TOTAL
32 EXTERIOR IMPROVEMENTS				
Site Improvements:				
Temporary Fencing / Gates	850	LF	11.05	$9,393
Mobilization	1	LS	16,000	$16,000
Asphalt Pavement w/ Base (10" Total)	323	SY	44.72	$14,422
Concrete Pavement w/ Base, 5"	5,252	SF	11.73	$61,606
Concrete Curb & Gutter	455	LF	37.94	$17,263
Concrete ADA Ramp w/ Detectable Surface	696	SF	21.68	$15,089
Pavement Striping / Markings	424	LF	4.07	$1,726
Concrete Safety Bollards	16	EA	1,795	$28,726
Sidewalk Chase w/ Grate	43	LF	223.58	$9,614
Landscaping, Seeding	771	SF	0.34	$262
Site Furnishings, Minimal	1	LS	600.00	$600
Protect Existing Items, Allow	1	LS	5,500	$5,500
				$180,201

PUEBLO, COLORADO

PUEBLO MEMORIAL AIRPORT
TERMINAL EXPANSION & REMODEL

SITE IMPROVEMENTS

100% Design Submittal - Opinion of Probable Construction Cost Estimate
March 1, 2023 - UPDATED November 21, 2024

SECTION	QUANTITY	UNIT	COST/SF	TOTAL
33 UTILITIES				
Utilities:				
Fire Service Water Line, 8"	8	LF	142.28	$1,138
Fire Service Water Line, 6"	203	LF	111.11	$22,555
Site Lighting, Allow	1	LS	1,250	$1,250
				$24,944
SUB-TOTAL				**$258,349**
CONTRACTOR GENERAL CONDITIONS	**15.0%**			**$38,752**
CONTRACTOR BOND & INSURANCE	**2.5%**			**$6,459**
CONTRACTOR OVERHEAD & PROFIT	**10.0%**			**$25,835**
SUB-TOTAL				**$329,395**
DESIGN / MARKET CONTINGENCY, ALLOW	**15.0%**			**$49,409**
INFLATION TO SPRING 2025, ALLOW	**1.5%**			**$4,941**
TOTAL (Construction)				**$383,745**

NOTES: Costs are for Construction Only. Contractor / Owner Contingency are Excluded.
Costs are Based on a Traditional Open Competitive Bid Basis.
Costs are Based on a Construction Start of Spring 2025.
For Inflation Beyond Spring 2025, Add 5.0% per Year Compounded.

PUEBLO, COLORADO

PUEBLO MEMORIAL AIRPORT
TERMINAL EXPANSION & REMODEL

BASE BID

S U M M A R Y

100% Design Submittal - Opinion of Probable Construction Cost Estimate
March 1, 2023 - UPDATED November 21, 2024

SECTION				COST/SF	TOTAL
02 EXISTING CONDITIONS				8.75	$36,311
03 CONCRETE				16.97	$70,428
05 METALS				35.01	$145,299
06 WOOD AND PLASTICS				1.29	$5,352
07 THERMAL AND MOISTURE PROTECTION				51.94	$215,543
08 DOORS AND WINDOWS				26.25	$108,942
09 FINISHES				46.06	$191,151
10 SPECIALTIES				1.84	$7,632
12 FURNISHINGS				28.17	$116,921
13 SPECIAL CONSTRUCTION				1.81	$7,500
21 FIRE SUPPRESSION				63.35	$262,908
22 PLUMBING				11.06	$45,918
23 HEATING, VENTILATING & AIR CONDITIONING				35.62	$147,825
26 ELECTRICAL				23.16	$96,101
27 COMMUNICATIONS				3.25	$13,481
28 ELECTRONIC SAFETY & SECURITY				37.86	$157,120
31 EARTHWORK				20.11	$83,468
SUB-TOTAL		4,150	SF	412.51	$1,711,900
CONTRACTOR GENERAL CONDITIONS	15.0%			61.88	$256,785
CONTRACTOR BOND & INSURANCE	2.5%			10.31	$42,798
CONTRACTOR OVERHEAD & PROFIT	10.0%			41.25	$171,190
SUB-TOTAL		4,150	SF	525.95	$2,182,673
DESIGN / MARKET CONTINGENCY, ALLOW	15.0%			78.89	$327,401
INFLATION TO SPRING 2025, ALLOW	1.5%			7.89	$32,740
TOTAL (Construction)		4,150	SF	612.73	$2,542,814

NOTES: Costs are for Construction Only. Contractor / Owner Contingency are Excluded.
Costs are Based on a Traditional Open Competitive Bid Basis.
Costs are Based on a Construction Start of Spring 2025.
For Inflation Beyond Spring 2025, Add 5.0% per Year Compounded.

PUEBLO, COLORADO

PUEBLO MEMORIAL AIRPORT
TERMINAL EXPANSION & REMODEL

BASE BID

100% Design Submittal - Opinion of Probable Construction Cost Estimate
March 1, 2023 - UPDATED November 21, 2024

SECTION	QUANTITY	UNIT	COST/SF	TOTAL
02 EXISTING CONDITIONS				
Sawcut & Remove Concrete Slab on Grade	130	SF	7.80	$1,014
Remove Columns & Covers	5	EA	650.00	$3,250
Remove Column Covers	9	EA	203.25	$1,829
Remove Walls / Windows	1,120	SF	10.84	$12,141
Remove Door & Frame	3	EA	135.50	$407
Remove Floor Finishes	2,060	SF	1.16	$2,390
Remove Ceiling Finishes	2,060	SF	1.43	$2,946
Remove Soffit / Parapet	950	SF	5.09	$4,836
Remove & Salvage TSA Equipment (Search Room)	1	LS	1,500	$1,500
Remove Misc Items, Allow	1	LS	6,000	$6,000
			8.75	**$36,311**
03 CONCRETE				
Concrete Pile Caps, Reinf	15	CY	1,050	$15,752
Concrete Grade Beams, Reinf - 16"	10	CY	1,016	$10,163
Concrete Stem Walls, Reinf - 8"	380	SF	47.77	$18,153
Concrete Slab on Grade w/ Base, Reinf - 4"	2,208	SF	10.10	$22,301
Concrete Slab Infill	130	SF	12.00	$1,560
Concrete Slab / Foundation Tie-in, Allow	1	LS	2,500	$2,500
			16.97	**$70,428**

PUEBLO, COLORADO

PUEBLO MEMORIAL AIRPORT
TERMINAL EXPANSION & REMODEL

BASE BID

100% Design Submittal - Opinion of Probable Construction Cost Estimate
March 1, 2023 - UPDATED November 21, 2024

SECTION	QUANTITY	UNIT	COST/SF	TOTAL
05 METALS				
Steel Structure, WF - Columns	4	TON	6,098	$24,390
Steel Structure, WF - Roof	9	TON	6,098	$54,878
Steel Structure, OWSJ - Roof	2	TON	5,352	$10,705
Steel Structure, Misc	4	TON	8,266	$33,062
Steel Structure, Moment Connections	13	EA	813.00	$10,569
Steel Deck, Roof	2,550	SF	2.92	$7,446
Steel Structure Tie-in, Allow	1	LS	4,250	$4,250
			35.01	**$145,299**
06 WOOD AND PLASTICS				
Millwork, Gate Podium w/ Solid Top	1	EA	5,352	$5,352
			1.29	**$5,352**
07 THERMAL AND MOISTURE PROTECTION				
Rigid Insulation & Dampproofing, Foundation	475	SF	5.63	$2,674
Membrane Roofing w/ Insulation & Flashings	2,550	SF	25.75	$65,663
Membrane Roofing, Extend Up Wall	950	SF	9.29	$8,826
Membrane Roofing, Patch & Repair Existing	300	SF	20.33	$6,099
Metal Siding, Soffit	940	SF	21.68	$20,379
Metal Siding, Exterior Wall	1,620	SF	23.04	$37,325
Metal Panel, Column Cover	15	EA	1,220	$18,293
Metal Panel Coping / Flashings, Pre-Finished	355	LF	70.46	$25,013
Metal Expansion Joint Cover	152	LF	48.78	$7,415
Metal Panel Screenwall w/ Supports	430	SF	45.40	$19,522
Joint Sealants & Firesafing	2,550	SF	1.70	$4,335
			51.94	**$215,543**

PUEBLO, COLORADO

PUEBLO MEMORIAL AIRPORT
TERMINAL EXPANSION & REMODEL

BASE BID

100% Design Submittal - Opinion of Probable Construction Cost Estimate
March 1, 2023 - UPDATED November 21, 2024

SECTION	QUANTITY	UNIT	COST/SF	TOTAL
08 DOORS AND WINDOWS				
Aluminum Storefront Window System, Insul Glazing	1,075	SF	81.30	$87,398
Entry Door w/ Frame & Hardware - Sliding	1	EA	5,217	$5,217
Entry Door w/ Frame & Hardware - Single	2	EA	3,117	$6,233
HM Door w/ Frame & Hardware - Single	3	EA	2,168	$6,504
Automatic Door Opener	1	EA	3,591	$3,591
			26.25	**$108,942**
09 FINISHES				
Metal Stud Wall w/ Gyp Board & Insulation, Exterior	1,920	SF	21.68	$41,626
Metal Stud Wall w/ Gyp Board & Insulation, Interior	2,292	SF	18.97	$43,479
Metal Stud Furring w/ Gyp Board & Insulation, Wall / Ceiling	1,890	SF	15.59	$29,465
Acoustical Tile Ceiling w/ Grid	2,210	SF	6.58	$14,542
Porcelain Tile, Floor	128	SF	14.91	$1,908
Porcelain Tile, Wall	560	SF	15.59	$8,730
Porcelain Tile, Base	64	LF	6.78	$434
Carpet Tile, Commercial Grade	435	SY	52.85	$22,990
Entry Carpet Tile, Commercial Grade	12	SY	63.69	$764
Wall Coverings	1,160	SF	6.44	$7,470
Rubber Base, Wall	356	LF	2.58	$918
Paint, Wall & Ceiling - Allow	2,500	SF	2.11	$5,275
Paint / Stain, Door & Frame	3	EA	182.93	$549
Paint, Exterior Elements - Allow	1	LS	5,500	$5,500
Patch & Repair, Allow	1	LS	7,500	$7,500
			46.06	**$191,151**

PUEBLO MEMORIAL AIRPORT
TERMINAL EXPANSION & REMODEL

BASE BID

100% Design Submittal - Opinion of Probable Construction Cost Estimate
March 1, 2023 - UPDATED November 21, 2024

SECTION	QUANTITY	UNIT	COST/SF	TOTAL
10 SPECIALTIES				
Bath Accessories, Small	2	SET	860.43	$1,721
Wall Signage / Graphics	1	LS	4,500	$4,500
Building Specialties, Misc.	4,150	SF	0.34	$1,411
			1.84	**$7,632**
12 FURNISHINGS				
Hold Room Furniture	143	SEAT	677.50	$96,883
Window Shades, Motorized	1,075	SF	18.64	$20,038
			28.17	**$116,921**
13 SPECIAL CONSTRUCTION				
Relocate TSA Search Room, Allow	1	LS	7,500	$7,500
			1.81	**$7,500**
21 FIRE SUPPRESSION				
Fire Sprinkler System:				
Fire Sprinkler System	43,600	SF	6.03	$262,908
			63.35	**$262,908**

PUEBLO MEMORIAL AIRPORT
TERMINAL EXPANSION & REMODEL

BASE BID

100% Design Submittal - Opinion of Probable Construction Cost Estimate
March 1, 2023 - UPDATED November 21, 2024

SECTION	QUANTITY	UNIT	COST/SF	TOTAL
22 PLUMBING				
Plumbing Fixture, Water Closet	2	EA	2,033	$4,065
Plumbing Fixture, Lavatory / Sink	2	EA	1,084	$2,168
Plumbing Fixture, Roof Drain	6	EA	453.93	$2,724
Plumbing Piping, Per Fixture	10	EA	2,846	$28,455
Plumbing Equipment, Electric Water Heater	2	EA	3,049	$6,098
Plumbing Specialties	2,210	SF	1.09	$2,409
			11.06	**$45,918**
23 HEATING, VENTILATING & AIR CONDITIONING				
Sheetmetal Duct & Insulation	1,989	LBS	18.91	$37,612
Grilles, Registers & Diffusers	20	EA	318.43	$6,369
Exhaust Fans - 70 CFM	2	EA	1,220	$2,439
Roof Top Unit - 3,400 CFM	1	EA	46,748	$46,748
HVAC Piping & Specialties	2,210	SF	12.20	$26,962
HVAC Control System	2,210	SF	10.84	$23,956
HVAC Test & Balance	24	HRS	155.83	$3,740
HVAC Test & Balance				In Other Budget
			35.62	**$147,825**

PUEBLO MEMORIAL AIRPORT
TERMINAL EXPANSION & REMODEL

BASE BID

100% Design Submittal - Opinion of Probable Construction Cost Estimate
March 1, 2023 - UPDATED November 21, 2024

SECTION	QUANTITY	UNIT	COST/SF	TOTAL
26 ELECTRICAL				
Main Distribution Panel, Tie-Into Existing	1	EA	3,049	$3,049
Distribution Panels, 225 Amp	2	EA	4,268	$8,537
Light Fixtures, LED	102	EA	359.08	$36,626
Light Switches / Sensors	14	EA	155.83	$2,182
Power Outlets	30	EA	142.28	$4,268
Floor Combo Outlets	10	EA	562.33	$5,623
Equipment Connections	1	LS	1,650	$1,650
Lighting Control System	2,210	SF	1.50	$3,315
Feeder & Branch Circuitry	2,210	SF	12.40	$27,404
Electrical Specialties	2,210	SF	1.56	$3,448
			23.16	**$96,101**
27 COMMUNICATIONS				
Telecom / Data System	2,210	SF	6.10	$13,481
			3.25	**$13,481**
28 ELECTRONIC SAFETY & SECURITY				
Fire Alarm System	43,600	SF	3.26	$142,136
Security Electronics	2,210	SF	6.78	$14,984
			37.86	**$157,120**

PUEBLO, COLORADO

PUEBLO MEMORIAL AIRPORT
TERMINAL EXPANSION & REMODEL

BASE BID

100% Design Submittal - Opinion of Probable Construction Cost Estimate
March 1, 2023 - UPDATED November 21, 2024

SECTION		QUANTITY	UNIT	COST/SF	TOTAL
31 EARTHWORK					
Earthwork, Building Related:					
Concrete Drilled Piers, 18"		420	VF	162.60	$68,292
Excavation & Backfill, Foundation		200	CY	75.88	$15,176
				20.11	**$83,468**
SUB-TOTAL		**4,150**	**SF**	**412.51**	**$1,711,900**
CONTRACTOR GENERAL CONDITIONS	**15.0%**			**61.88**	**$256,785**
CONTRACTOR BOND & INSURANCE	**2.5%**			**10.31**	**$42,798**
CONTRACTOR OVERHEAD & PROFIT	**10.0%**			**41.25**	**$171,190**
SUB-TOTAL		**4,150**	**SF**	**525.95**	**$2,182,673**
DESIGN / MARKET CONTINGENCY, ALLOW	**15.0%**			**78.89**	**$327,401**
INFLATION TO SPRING 2025, ALLOW	**1.5%**			**7.89**	**$32,740**
TOTAL (Construction)		**4,150**	**SF**	**612.73**	**$2,542,814**

NOTES: Costs are for Construction Only. Contractor / Owner Contingency are Excluded.
Costs are Based on a Traditional Open Competitive Bid Basis.
Costs are Based on a Construction Start of Spring 2025.
For Inflation Beyond Spring 2025, Add 5.0% per Year Compounded.

PUEBLO, COLORADO

PUEBLO MEMORIAL AIRPORT
TERMINAL EXPANSION & REMODEL

ALTERNATE 1 - UPGRADE RESTROOMS

S U M M A R Y

100% Design Submittal - Opinion of Probable Construction Cost Estimate
March 1, 2023 - UPDATED November 21, 2024

SECTION		COST/SF	TOTAL
02 EXISTING CONDITIONS			$11,403
09 FINISHES			$44,051
10 SPECIALTIES			$47,258
22 PLUMBING			$60,048
23 HEATING, VENTILATING & AIR CONDITIONING			$2,534
26 ELECTRICAL			$12,647
SUB-TOTAL			$177,940
CONTRACTOR GENERAL CONDITIONS	15.0%		$26,691
CONTRACTOR BOND & INSURANCE	2.5%		$4,449
CONTRACTOR OVERHEAD & PROFIT	10.0%		$17,794
SUB-TOTAL			$226,874
DESIGN / MARKET CONTINGENCY, ALLOW	15.0%		$34,031
INFLATION TO SPRING 2025, ALLOW	1.5%		$3,403
TOTAL (Construction)			$264,308

NOTES: Costs are for Construction Only. Contractor / Owner Contingency are Excluded.
Costs are Based on a Traditional Open Competitive Bid Basis.
Costs are Based on a Construction Start of Spring 2025.
For Inflation Beyond Spring 2025, Add 5.0% per Year Compounded.

PUEBLO, COLORADO

PUEBLO MEMORIAL AIRPORT
TERMINAL EXPANSION & REMODEL

ALTERNATE 1 - UPGRADE RESTROOMS

100% Design Submittal - Opinion of Probable Construction Cost Estimate
March 1, 2023 - UPDATED November 21, 2024

SECTION	QUANTITY	UNIT	COST/SF	TOTAL
02 EXISTING CONDITIONS				
Remove Floor Finishes	850	SF	1.16	$986
Remove Ceiling Finishes	850	SF	1.43	$1,216
Remove Vanity Counter	22	LF	35.91	$790
Remove Bath Accessories	2	SET	196.48	$393
Remove Toilet Partition / Screen	17	EA	101.63	$1,728
Remove Plumbing Fixtures	24	EA	210.03	$5,041
Remove Misc Items, Allow	1	LS	1,250	$1,250
				$11,403
09 FINISHES				
Acoustical Tile Ceiling w/ Grid	850	SF	6.58	$5,593
Restroom Tile, Floor	850	SF	14.91	$12,674
Restroom Tile, Wall	1,440	SF	15.59	$22,450
Restroom Tile, Base	160	LF	6.78	$1,085
Patch & Repair, Allow	1	LS	2,250	$2,250
				$44,051
10 SPECIALTIES				
Toilet Partitions / Urinal Screens	17	EA	2,371	$40,311
Bath Accessories, Medium	2	SET	3,184	$6,369
Building Signage & Graphics	850	SF	0.68	$578
				$47,258

PUEBLO, COLORADO

PUEBLO MEMORIAL AIRPORT
TERMINAL EXPANSION & REMODEL

ALTERNATE 1 - UPGRADE RESTROOMS

100% Design Submittal - Opinion of Probable Construction Cost Estimate
March 1, 2023 - UPDATED November 21, 2024

SECTION	QUANTITY	UNIT	COST/SF	TOTAL
22 PLUMBING				
Plumbing Fixture, Water Closet	12	EA	2,033	$24,390
Plumbing Fixture, Urinals	4	EA	1,897	$7,588
Plumbing Fixture, Wash Basin	2	EA	5,759	$11,518
Plumbing Fixture, Elec Water Cooler w/ Bottle Filler	1	EA	3,049	$3,049
Plumbing Piping, Per Fixture - Tie-Into Existing	19	EA	643.63	$12,229
Plumbing Specialties / Misc Work	850	SF	1.50	$1,275
				$60,048
23 HEATING, VENTILATING & AIR CONDITIONING				
Grilles, Registers & Diffusers	6	EA	318.43	$1,911
HVAC Test & Balance	4	HRS	155.83	$623
				$2,534

PUEBLO MEMORIAL AIRPORT
TERMINAL EXPANSION & REMODEL

ALTERNATE 1 - UPGRADE RESTROOMS

100% Design Submittal - Opinion of Probable Construction Cost Estimate
March 1, 2023 - UPDATED November 21, 2024

SECTION	QUANTITY	UNIT	COST/SF	TOTAL
26 ELECTRICAL				
Light Fixtures, LED	28	EA	359.08	$10,054
Electrical Specialties / Misc Work	850	SF	3.05	$2,593
				$12,647
SUB-TOTAL				**$177,940**
CONTRACTOR GENERAL CONDITIONS	**15.0%**			**$26,691**
CONTRACTOR BOND & INSURANCE	**2.5%**			**$4,449**
CONTRACTOR OVERHEAD & PROFIT	**10.0%**			**$17,794**
SUB-TOTAL				**$226,874**
DESIGN / MARKET CONTINGENCY, ALLOW	**15.0%**			**$34,031**
INFLATION TO SPRING 2025, ALLOW	**1.5%**			**$3,403**
TOTAL (Construction)				**$264,308**

NOTES: Costs are for Construction Only. Contractor / Owner Contingency are Excluded.
Costs are Based on a Traditional Open Competitive Bid Basis.
Costs are Based on a Construction Start of Spring 2025.
For Inflation Beyond Spring 2025, Add 5.0% per Year Compounded.

PUEBLO, COLORADO

PUEBLO MEMORIAL AIRPORT
TERMINAL EXPANSION & REMODEL

ALTERNATE 2 - MODERNIZE FRONT FAÇADE

S U M M A R Y

100% Design Submittal - Opinion of Probable Construction Cost Estimate
March 1, 2023 - UPDATED November 21, 2024

SECTION		COST/SF	TOTAL
02 EXISTING CONDITIONS			$26,091
03 CONCRETE			$25,203
05 METALS			$84,165
07 THERMAL AND MOISTURE PROTECTION			$142,957
08 DOORS AND WINDOWS			$65,934
09 FINISHES			$37,093
31 EARTHWORK			$48,645
SUB-TOTAL			$440,616
CONTRACTOR GENERAL CONDITIONS	15.0%		$66,092
CONTRACTOR BOND & INSURANCE	2.5%		$11,015
CONTRACTOR OVERHEAD & PROFIT	10.0%		$44,062
SUB-TOTAL			$561,785
DESIGN / MARKET CONTINGENCY, ALLOW	15.0%		$84,268
INFLATION TO SPRING 2025, ALLOW	1.5%		$8,427
TOTAL (Construction)			$654,479

NOTES: Costs are for Construction Only. Contractor / Owner Contingency are Excluded.
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Costs are Based on a Construction Start of Spring 2025.
For Inflation Beyond Spring 2025, Add 5.0% per Year Compounded.

PUEBLO MEMORIAL AIRPORT
TERMINAL EXPANSION & REMODEL

ALTERNATE 2 - MODERNIZE FRONT FAÇADE

100% Design Submittal - Opinion of Probable Construction Cost Estimate
March 1, 2023 - UPDATED November 21, 2024

SECTION	QUANTITY	UNIT	COST/SF	TOTAL
02 EXISTING CONDITIONS				
Remove Walls / Windows	1,730	SF	10.84	$18,753
Remove Door & Frame	6	EA	135.50	$813
Remove Soffit Panel	500	SF	3.87	$1,935
Remove Sunshade Device	190	SF	16.26	$3,089
Remove Misc Items, Allow	1	LS	1,500	$1,500
				$26,091
03 CONCRETE				
Concrete Pile Caps, Reinf	24	CY	1,050	$25,203
				$25,203
05 METALS				
Steel Structure, TS - Roof	6	TON	6,775	$40,650
Steel Structure, WF - Columns	3	TON	6,098	$18,293
Steel Structure, Misc	2	TON	8,266	$16,531
Steel Deck, Roof	1,778	SF	2.92	$5,192
Steel Structure Tie-in, Allow	1	LS	3,500	$3,500
				$84,165

PUEBLO, COLORADO

PUEBLO MEMORIAL AIRPORT
TERMINAL EXPANSION & REMODEL

ALTERNATE 2 - MODERNIZE FRONT FACADE

100% Design Submittal - Opinion of Probable Construction Cost Estimate
March 1, 2023 - UPDATED November 21, 2024

SECTION	QUANTITY	UNIT	COST/SF	TOTAL
07 THERMAL AND MOISTURE PROTECTION				
Metal Siding, Soffit	2,212	SF	21.68	$47,956
Metal Siding, Exterior Wall	1,312	SF	23.04	$30,228
Metal Panel, Column Cover	6	EA	1,220	$7,317
Membrane Roofing, Extend Up Wall	984	SF	9.29	$9,141
Metal Roofing, Standing Seam	1,778	SF	16.26	$28,910
Metal Raingutter, Integral	127	LF	44.72	$5,679
Metal Panel Coping / Flashings, Pre-Finished	164	LF	70.46	$11,555
Joint Sealants & Firesafing	1,778	SF	1.22	$2,169
				$142,957
08 DOORS AND WINDOWS				
Aluminum Storefront Window System, Insul Glazing	536	SF	81.30	$43,577
Entry Door w/ Frame & Hardware - Sliding	2	EA	5,217	$10,434
Entry Door w/ Frame & Hardware - Double	2	PR	5,962	$11,924
				$65,934
09 FINISHES				
Metal Stud Wall w/ Gyp Board & Insulation, Exterior	1,312	SF	21.68	$28,444
Entry Carpet Tile, Commercial Grade	56	SY	63.69	$3,567
Paint, Walls	750	SF	2.11	$1,583
Patch & Repair, Allow	1	LS	3,500	$3,500
				$37,093

PUEBLO, COLORADO

PUEBLO MEMORIAL AIRPORT
TERMINAL EXPANSION & REMODEL

ALTERNATE 2 - MODERNIZE FRONT FAÇADE

100% Design Submittal - Opinion of Probable Construction Cost Estimate
March 1, 2023 - UPDATED November 21, 2024

SECTION	QUANTITY	UNIT	COST/SF	TOTAL
26 ELECTRICAL				
Light Fixtures, LED	14	EA	359.08	$5,027
Feeder & Branch Circuitry	1	LS	5,500	$5,500
				$10,527
31 EARTHWORK				
Earthwork, Building Related:				
Concrete Drilled Piers, 24"	150	VF	311.65	$46,748
Excavation & Backfill, Foundation	25	CY	75.88	$1,897
				$48,645
SUB-TOTAL				**$440,616**
CONTRACTOR GENERAL CONDITIONS	**15.0%**			**$66,092**
CONTRACTOR BOND & INSURANCE	**2.5%**			**$11,015**
CONTRACTOR OVERHEAD & PROFIT	**10.0%**			**$44,062**
SUB-TOTAL				**$561,785**
DESIGN / MARKET CONTINGENCY, ALLOW	**15.0%**			**$84,268**
INFLATION TO SPRING 2025, ALLOW	**1.5%**			**$8,427**
TOTAL (Construction)				**$654,479**

NOTES: Costs are for Construction Only. Contractor / Owner Contingency are Excluded.
Costs are Based on a Traditional Open Competitive Bid Basis.
Costs are Based on a Construction Start of Spring 2025.
For Inflation Beyond Spring 2025, Add 5.0% per Year Compounded.

PUEBLO, COLORADO

PUEBLO MEMORIAL AIRPORT
TERMINAL EXPANSION & REMODEL

ALTERNATE 3 - MODERNIZE FINISHES

S U M M A R Y

100% Design Submittal - Opinion of Probable Construction Cost Estimate
March 1, 2023 - UPDATED November 21, 2024

SECTION		COST/SF	TOTAL
02 EXISTING CONDITIONS			$10,786
09 FINISHES			$66,238
23 HEATING, VENTILATING & AIR CONDITIONING			$7,615
26 ELECTRICAL			$72,826
SUB-TOTAL			$157,466
CONTRACTOR GENERAL CONDITIONS	15.0%		$23,620
CONTRACTOR BOND & INSURANCE	2.5%		$3,937
CONTRACTOR OVERHEAD & PROFIT	10.0%		$15,747
SUB-TOTAL			$200,769
DESIGN / MARKET CONTINGENCY, ALLOW	15.0%		$30,115
INFLATION TO SPRING 2025, ALLOW	1.5%		$3,012
TOTAL (Construction)			$233,896

NOTES: Costs are for Construction Only. Contractor / Owner Contingency are Excluded.
Costs are Based on a Traditional Open Competitive Bid Basis.
Costs are Based on a Construction Start of Spring 2025.
For Inflation Beyond Spring 2025, Add 5.0% per Year Compounded.

PUEBLO MEMORIAL AIRPORT
TERMINAL EXPANSION & REMODEL

ALTERNATE 3 - MODERNIZE FINISHES

100% Design Submittal - Opinion of Probable Construction Cost Estimate
March 1, 2023 - UPDATED November 21, 2024

SECTION	QUANTITY	UNIT	COST/SF	TOTAL
02 EXISTING CONDITIONS				
Remove Floor Finishes	3,682	SF	1.16	$4,271
Remove Ceiling Finishes	3,682	SF	1.43	$5,265
Remove Misc Items, Allow	1	LS	1,250	$1,250
				$10,786
09 FINISHES				
Metal Stud Furring w/ Gyp Board & Insulation, Wall / Ceiling	754	SF	15.59	$11,755
Acoustical Tile Ceiling w/ Grid	2,928	SF	6.58	$19,266
Porcelain Tile, Large Format - Wall	192	SF	17.62	$3,383
Porcelain Tile, Base	24	LF	6.78	$163
Carpet Tile, Commercial Grade	409	SY	52.85	$21,622
Rubber Base, Wall	350	LF	2.58	$903
Paint, Walls & Ceiling	3,150	SF	2.11	$6,647
Patch & Repair, Allow	1	LS	2,500	$2,500
				$66,238
23 HEATING, VENTILATING & AIR CONDITIONING				
Grilles, Registers & Diffusers	20	EA	318.43	$6,369
HVAC Test & Balance	8	HRS	155.83	$1,247
				$7,615

PUEBLO, COLORADO

PUEBLO MEMORIAL AIRPORT
TERMINAL EXPANSION & REMODEL

ALTERNATE 3 - MODERNIZE FINISHES

100% Design Submittal - Opinion of Probable Construction Cost Estimate
March 1, 2023 - UPDATED November 21, 2024

SECTION	QUANTITY	UNIT	COST/SF	TOTAL
26 ELECTRICAL				
Light Fixtures, LED	88	EA	359.08	$31,599
Light Switches / Sensors	20	EA	155.83	$3,117
Power Outlets	15	EA	142.28	$2,134
Floor Combo Outlets	4	EA	562.33	$2,249
Lighting Control System	3,682	SF	1.50	$5,523
Feeder & Branch Circuitry	3,682	SF	6.10	$22,460
Electrical Specialties / Misc Work	3,682	SF	1.56	$5,744
				$72,826

SUB-TOTAL		**$157,466**
CONTRACTOR GENERAL CONDITIONS	**15.0%**	**$23,620**
CONTRACTOR BOND & INSURANCE	**2.5%**	**$3,937**
CONTRACTOR OVERHEAD & PROFIT	**10.0%**	**$15,747**
SUB-TOTAL		**$200,769**
DESIGN / MARKET CONTINGENCY, ALLOW	**15.0%**	**$30,115**
INFLATION TO SPRING 2025, ALLOW	**1.5%**	**$3,012**
TOTAL (Construction)		**$233,896**

NOTES: Costs are for Construction Only. Contractor / Owner Contingency are Excluded.
Costs are Based on a Traditional Open Competitive Bid Basis.
Costs are Based on a Construction Start of Spring 2025.
For Inflation Beyond Spring 2025, Add 5.0% per Year Compounded.

Quote: SLC_Pueblo Airport Concourse_City of Pueblo Aviation
Date: 9/26/2024
Prepared by: Michael Lemons, P.E.

Client: City of Pueblo Aviation
Contact: Greg Pedroza
Address: 31201 Bryan Cir., Pueblo, CO 81001
Phone: (719) 250-3861
Email: gpedroza@pueblo.us

Job Name: Pueblo Airport Concourse
Job Address: 31201 Bryan Cir., Pueblo, CO

Description: Foundation Underpinning/Mud Jacking		**Pricing**
The responsibilities of Straight Line Construction include project control, supervision, labor, materials and equipment to accomplish the following items of work:		
Furnish and install Two (2) micropiles with Design Load of 20 kips. Micropiles will have a 4" inch shaft diameter and a planned drill depth of 19 feet. Micropiles will be reinforced with 40mm hollow, threaded reinforcing and will have Guide Sleeve and underpinning brackets attached to the top of the piles. Price includes up to 38 lineal feet. If additional lineal footage is required, a cost of $80/ft will be charged via change order. Price includes up to 4 sacks of cement for micropile grout. If additional cement over this quantity is needed, it will be charged at a rate of $28.25/sack. **There appear to be multiple underground utilities in the area, we will excavate to bottom of existing foundation using a vacuum truck.** Micropiles will be installed using man-portable equipment. **Stamped engineering calculations and drawings are included.** **Clean, cool, potable water (minimum of 2,000 gallons per day with minimum 400 gallons/hour flow) and washout to be provided in our immediate work area by others. Third Party inspections and testing if/as required by others.**	$	20,140.00
Alternate to perform mud jacking on exterior walk and interior slab on west side of building (approximately 300 sf total). Repair of floor coverings by others.	$	2,070.00
SUB TOTAL	$	22,210.00
PERMIT (if required please add)	$	-
BOND (if required please add)	$	-
SALES TAX (if required please add)	$	-
TOTAL INVESTMENT	$	22,210.00

Quote valid for 30 days **Net 15 - Payment fifteen days after invoice date**

94 North Mission Drive, Pueblo West, CO. 81007 | Phone: (719) 545-9942

SLC_Pueblo Airport Concourse_City of Pueblo Aviation	$ 22,210.00

Additional Information/Exclusions:

Schedule of Values

Materials	$	7,067.00
Labor	$	8,818.00
Equipment	$	4,575.00
Engineering	$	1,750.00
Total	**$**	**22,210.00**

Straight Line Construction/Ram Jack Companies carry the following insurance:

General Liability	**$1,000,000**	per occurrence
	$2,000,000	aggregate
Automobile	**$1,000,000**	
Excess Liability	**$5,000,000**	
Workers Compensation	**$1,000.000**	

If additional insurance is required we reserve the right to increase our proposal cost to recoup the additional cost if necessary.

Net 15 - Payment fifteen days after invoice date

Straight Line Pier Inc. ROC# 269692, 291336, 312650

NAME: **DATE:**

NOTES:

94 North Mission Drive, Pueblo West, CO. 81007 | Phone: (719) 545-9942

SLC_Pueblo Airport Concourse_City of Pueblo Aviation $ 22,210.00

Terms and Conditions

Any items of work not specifically included in this proposal shall not be the responsibility of Straight Line Construction/Ram Jack Companies. This proposal is offered for acceptance for a period of 30 days. Applications for progress payments will be submitted monthly and shall be payable within 15 days of the invoice date. All other amounts due, including retention (if any), shall be paid in full within 15 days of substantial completion of Straight Line Construction/Ram Companies work.

Unless specifically indicated elsewhere, price assumes a single mobilization. Straight Line Construction/Ram Jack Companies cannot accept any liability for default or delay in the completion of the work when caused by strike, riot, war, or Act of God or other similar circumstances beyond our control. **Client is responsible for assuring our work can be performed at the site in a timely, efficient manner. If our work is suspended, delayed or postponed for any reason beyond our control, Straight Line Construction/Ram Jack Companies shall be compensated at a rate of $4,500.00 per day or $450.00 per hour, per crew.** Straight Line Construction/Ram Jack Companies shall not be bound to any liquidated damages, delay damages or other time related penalties arising from the work.

We will perform the work in a professional manner in cooperation with the owner/contractor. However, we cannot accept liability on any further damage to structures, landscaping, utilities, drains, septic systems, wells, etc. and/or any consequential damages that may result from the normal performance of the work. All utilities and other services left in place shall be located, exposed, and shown to our on- site representative prior to commencement of work. If Straight Line Construction/Ram Jack Companies, during its work, encounters 1) subsurface conditions or latent physical conditions which differ from those indicated in the contract documents, or 2) unknown physical conditions of an unusual nature, differing from those ordinarily encountered, then Straight Line Construction/Ram Jack Companies shall be entitled to an equitable price and schedule adjustment to compensate it for such changed condition.

If, during the course of our work any materials are shown to have any hazardous properties and special handling requirements, the cost to mitigate those conditions are to be paid for by others. Unless otherwise specified we assume we will be installing elements from bottom of foundation for new construction piles and/or piers.

The contractor is to maintain clear, well drained, uninterrupted access ways and working platforms suitable for Straight Line Construction/Ram Jack of Companies equipment to move under its own power. Access includes adequate ramps at suitable levels and should be available at the time and to the extent necessary to suit construction operations.

Standard exclusion, unless specifically included in the Scope of Work include: Survey, layout, and geometric control; Cold weather protection; Third party inspection or observation; Utility locating or relocation; Control of ground or surface water; Erosion and dust control; Traffic control or flagging; and, Excavation, backfill, and compaction. **Unless specifically included, any additional time and costs for safety training, background checks, and badging is excluded and will be billed at unit rates.**

By accepting this proposal, it is understood that our terms and conditions, site access and exclusion/inclusions are also accepted unless amended by both parties in the contract documents.

94 North Mission Drive, Pueblo West, CO. 81007 | Phone: (719) 545-9942

High Point NETWORKS

COP Airport Access Control Project

Quote Information:
Quote #: 141246
Version: 1
Delivery Date: 10/02/2024
Expiration Date: 12/27/2024

Prepared for:

City of Pueblo
Attn: Lori Pinz
P.O. Box 1427
Pueblo, CO 81002

Prepared by:

High Point Networks, LLC
Dave Finegold
Direct: 719-955-4970
dave.finegold@highpointnetworks.com

COP Airport Access Control Project

Access Control Hardware

Qty	Item	Description	Price	Ext. Price
1	GSC-5.12	Security Center Version 5.12	$0.00	$0.00
1	GSC-BASE-E	Genetec Security Center Base Enterprise Package. Synergis Enterprise: Access Manage support, Remote Security Desk, Badge Designer. Omnicast Enterprise: Archiving & Auxiliary Archiving support, Media Router, Audio, Remote Security Desk, Camera Sequences, C	$5,000.00	$5,000.00
1	SV-CFG-SRV-5.12	Streamvault™ Configure with Security Center 5.12.x (latest minor). Applies to SVW and SV-1000 and up only	$0.00	$0.00
18	GSC-SY-E-1RE	1 Reader Security Center connection for hardware sold by Genetec without licenses, -SCS part excluded. Can be used to add connections to: supported hardware, CSPN application, and wireless locks that aren't plugins	$90.00	$1,620.00
40	GSC-OM-E-1C	Genetec, 1 video license for GSC Omnicast Enterprise	$250.00	$10,000.00
36	SY-40NKS-T0-000000	HID Signo 40 - access control terminal	$360.00	$12,960.00
500	802FPGGAN	COMPOSITE HID DESFIRE EV3 8K, RANDOM UID, PROG SIO HIGH SECURITY, F-GLOSS, B-GLOSS, LASER MATCH #, NO SLOT	$7.00	$3,500.00
1	SV-2040E-R12-96T-12-410	Streamvault™ 2040E Series - 2U 12-Bay Appliance 96TB Raw RAID 5 1x Xeon Silver 4410Y 32GB RAM 2x 480GB M.2 SSD 8x 12TB 3.5" Enterprise HDDs 2x 1GbE RJ45 2x 1100W PSU Windows Server Standard 5YR NBD KYHD Warranty - Genetec™ Security Center pre-installed. L	$21,700.00	$21,700.00
40	ADV-CAM-E-1Y	Genetec, ADV (Genetec, Lifecycle Mngt, Advantage) for 1 camera Omnicast Enterprise license for 1 year	$51.00	$2,040.00
37	ADV-RDR-E-1Y	Genetec™ Advantage for 1 Synergis™ Enterprise Reader – 1 year	$16.00	$592.00
1	56305	DTC5500LMX 2M	$9,120.00	$9,120.00
11	SY-A1210GAMER	Axis A1210 controller powered by Genetec - Supports up to 2 OSDP readers - Softwire ACAP included and 1 Reader license included - Available in the Americas only	$749.00	$8,239.00

High Point NETWORKS

COP Airport Access Control Project

Quote Information:
Quote #: 141246
Version: 1
Delivery Date: 10/02/2024
Expiration Date: 12/27/2024

Access Control Hardware

Qty	Item	Description	Price	Ext. Price
4	SY-A1610GAMER	Axis A1610 controller powered by Genetec - Supports up to 4 OSDP readers - Softwire ACAP included and 2 Reader licenses included and - Available in the Americas only	$1,249.00	$4,996.00
			Subtotal:	$79,767.00

Cabling and Misc Equipment

Qty	Item	Description	Price	Ext. Price
1	Misc	CBL-6EPL550-WHT-WVN - CAT6 PLENUM WHITE 550MHz, w/o spline	$393.00	$393.00
1	Misc	CBL-1802STPL500-BW - 500ft 18-2 Stranded Plenum Cable, White	$141.00	$141.00
1	Misc	CBL-2202STPL500-BW - 500ft 22-2 Stranded Plenum Cable, White	$93.00	$93.00
1	Misc	CBL-2204STPL500-BW - 500ft 22-4 Stranded Plenum Cable, White	$141.00	$141.00
8	8300C630	CONCEALED FIRE RATED ELECTRIC STRIKE W/2 FACE PLATES	$419.00	$3,352.00
2	9500	Fire Rated Surf.Mount Strike 12/24VDC-Satin Stainless	$461.00	$922.00
3	AL300ULPD8CB	12/24VDC 2.5A Power Supply in Enclosure-w/8 Output PTC	$301.00	$903.00
			Subtotal:	$5,945.00

Genetec Professional Services

Qty	Item	Description	Price	Ext. Price
1	PS-DS-BUNDLE	Professional Services - Bundled Offering - Please refer to SOW # GEN-169314-K3P3	$12,702.00	$12,702.00
			Subtotal:	$12,702.00

HPN Service Bundle

Qty	Item	Description	Price	Ext. Price
1	**PROSERVE-PKG**	High Point Networks Professional Services defined in the pdf online or above in this document	**$38,200.00**	**$38,200.00**
			Subtotal:	$38,200.00

High Point NETWORKS

COP Airport Access Control Project

Quote Information:
Quote #: 141246
Version: 1
Delivery Date: 10/02/2024
Expiration Date: 12/27/2024

Shipping

Qty	Item	Description	Price	Ext. Price
1	SH	Estimated Shipping and Handling - Final shipping costs will be reflected on your invoice from High Point Networks	$375.00	$375.00
			Subtotal:	$375.00

Quote Summary

Description	Amount
Access Control Hardware	$79,767.00
Cabling and Misc Equipment	$5,945.00
Genetec Professional Services	$12,702.00
HPN Service Bundle	$38,200.00
Shipping	$375.00
Total:	$136,989.00

For questions related to your quotation, please contact us using the information above. This Quote is subject to the Purchase Agreement entered into on December 28, 2015 between the City of Pueblo, a Municipal Corporation, ("City") and West Tech Communications of Southern Colorado, Inc. ("West Tech") (the "Purchase Agreement"). Where, West Tech merged with High Point Networks, LLC ("High Point"), causing the Purchase Agreement to be assigned to High Point by operation of law, and High Point steps into the terms of the Purchase Agreement and assumes the responsibilities of West Tech. Any terms not covered by the Purchase Agreement, including maintenance, shall be stated in the applicable Quote or Purchase Order. By signing below, the undersigned represents that he or she is authorized to execute the agreement on behalf of the applicable party. The City's acceptance of the Quote online, and High Point's receipt of a Purchase Order from City, will constitute acceptance of an offer and be binding on the parties. All quotes are subject to shipping costs that may not be listed on the quote but will be provided to the City prior to purchase. Prices quoted are valid for 30 days from Quotation Date. High Point shall not be liable for any indirect, incidental, consequential, exemplary, or punitive damages of any kind or nature. All IP Telephony and projects exceeding 10 hours of service will require a Statement of Work (SOW), where the SOW will be agreed upon by the parties and will state the terms of payment. Orders will be invoiced when shipped. Orders may be partial invoiced as items ship and thus there may be multiple invoices per order. "Projects" will be invoiced in the same method. Professional services may be progress billed over the term of the project. All licensing and subscription orders will be invoiced immediately upon customer approval.
Payment for all other orders are due in 30 days subject to credit approval. Credit card usage as a form of payment may be accepted on pre-approval basis and may be subject to a convenience fee. "Optional" items on the above quote are not included in the total pricing at the bottom of the quote. Note: Once product is ordered and shipped, no return will be accepted unless High Point approves the return or the equipment arrives damaged, malfunctioning, or is not the equipment ordered. Returns may be subject to a restocking fee. Product returns must be completed within 45 days of receipt. Product cannot be returned if next generation product has been released, unless the return would be within 45 days of the initial order or the return is because the equipment arrives damaged, malfunctioning, or is not the equipment ordered.

Signature _____ Date _____

PUEBLO
ECONOMIC DEVELOPMENT CORP

November 21, 2024

Hon. Heather Graham
Mayor City of Pueblo
1 City Hall Place
Pueblo, Co 81003

Dear Madam Mayor:

As you are aware, we have been looking at a number of ways to bring additional primary job projects to the Pueblo Memorial Airport. Some we are confident will complement existing operations such as CAE Aviation and a number of others which will be new to Pueblo.

The Pueblo Memorial Airport is a great asset to Pueblo however some work needs to be done to improve the appearance and effectiveness of the current facilities. Primary job opportunities at the Pueblo Memorial Airport will be one area of focus for PEDCO in 2025 and many years to come.

CAE is doing an incredible job training the next generation of military pilots and we stand ready to support CAE however possible. As we have learned with CAE, the United States unfortunately is experiencing a shortage of pilots and aircraft mechanics. We see this as an opportunity for Pueblo. We are working with our educational partners in determining a good path forward in adding programs at the airport for training, both pilot and mechanic.

We see great opportunity with additional large general aviation hangar space as well as aircraft overhaul and repair operations. There are a great number of opportunities to lease hangar space to large general aviation operations. We have looked at a number of these opportunities and believe this could be a great revenue generator for the City of Pueblo. The size of the new hangar would be approximately 40,000 sq.ft., including office and meeting space.

In order to attract the type of general aviation we are working to attract; the overall appearance of the airport is critical. This includes the airport terminal.

I am pleased to learn the City of Pueblo has some dollars that will be added to improving the current antiquated airport terminal. I also understand the City of Pueblo needs an additional $2 Million in funding to complete the repairs.

The City Sales and Use Tax Capital Improvement Fund (1/2 sales tax fund) does allow funding for the construction of Shell buildings for the purpose of making such buildings available for primary job projects as well as the renovation of existing buildings that would be available primary job projects. Sec 14-4-85.5 (a) (1) The ½ sales tax fund also allows for infrastructure development to establish and facility the creating of primary jobs within the City of Pueblo. Sec 14-4-85.5 (a) (3) This is not new to the city as the city ½ sales tax has been used previously to build a spec hanger and required infrastructure for said hangar. This hangar is currently occupied by Lockheed Martin.

It is for these reasons we support the funding of up to $2 Million from the City Sales and Use Tax Capital Improvement Fund (1/2 sales tax fund) to be added to the existing dollars the City has allocated towards the airport terminal improvements.

Please let me know if you have any questions or need anything additional from me.

Sincerely,

Jeffrey C. Shaw
President and CEO

301 N. Main Street ■ Pueblo, Colorado 81003
719-544-2000 ■ 1-800-522-1120 ■ FAX 719-543-1650 ■ www.pedco.org

Background Paper for Proposed Action Item

COUNCIL MEETING DATE: December 22, 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 AND ADOPTING A SUBSTANTIAL AMENDMENT TO THE CITY OF PUEBLO'S FIVE-YEAR 2025-2029 CONSOLIDATED PLAN AND THE 2025 ANNUAL ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND THE HOME INVESTMENT PARTNERSHIP ACT GRANT (HOME), AUTHORIZING THE MAYOR OF THE CITY OF PUEBLO TO SUBMIT THE SUBSTANTIAL AMENDMENT WITH ALL REQUIRED AND NECESSARY CERTIFICATIONS ASSURANCES, AND DOCUMENTATION TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, AND APPROPRIATING AND BUDGETING CDBG AND HOME FUNDS THEREFORE

SUMMARY:

This Ordinance approves the updates to the 2025-2029 Consolidated Plan and the 2025 Annual Action Plan as presented.

PREVIOUS COUNCIL ACTION:

The City Council approved the 2025-2029 Consolidated Plan and the 2025 Annual Action Plan on June 23, 2025.

BACKGROUND:

As an entitlement city, the City of Pueblo is required by the U.S. Department of Housing and Urban Development (HUD) to complete an Annual Action Plan for each year of the Consolidated Plan. The Consolidated Plan for 2025-2029 outlines goals the City will take in the administration of the Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) funding. The Annual Action Plan, along with accompanying documentation, serves as the City's application to HUD for the 2025 CDBG and HOME funding.

If there are substantial changes to the previously approved version, a substantial amendment must be completed which includes public hearings, Citizen Advisory Board

Consultation, and City Council adoption.
These changes are outlined in detail in the attached documents, and summarized below:
The changes to the 2025-2029 Consolidated Plan include:

1. Adding a priority which outlines the City's intent to apply to HUD for a Section 108 Loan in the amount of up to $7,162,345.00 to demolish up to 60 residential buildings and up to three commercial buildings. Prior to applying to HUD for this loan opportunity, it must first be added as a priority in the 2025-2029 Consolidated Plan and the 2025 Annual Action Plan.

The changes to the 2025 Annual Action Plan include:

2. Adding a priority which outlines the City's intent to apply to HUD for a Section 108 Loan in the amount of up to $7,162,345.00 to demolish up to 60 residential buildings and up to three commercial buildings. Prior to applying to HUD for this loan opportunity, it must first be added as a priority in the 2025-2029 Consolidated Plan and the 2025 Annual Action Plan.
3. Allocating funding for Community Housing Development Organizations (CHDO) Operating Expenses.
4. Moving funding between accounts as noted in the attached documents.

FINANCIAL IMPLICATIONS:

Funding that is already budgeted and appropriated from the 2025 Annual Action Plan will be amended as detailed in the attachments.

BOARD/COMMISSION RECOMMENDATION:

The Citizens Advisory Committee (CAC) was asked for input on the changes. The City has received input from Committee members that concur with these changes.

STAKEHOLDER PROCESS:

A public meeting was held on December 22, 2025 to gather citizen input.
The City provided public notice regarding the availability of the Draft 2025-2029 Consolidated Plan Substantial Amendment and the Draft 2025 Annual Action Plan, which was published on December 10, 2025, and will remain open for public review until January 12, 2026, at 5:00 p.m., allowing for a thirty-day public comment period. A second public meeting is scheduled to take place during the final reading of this ordinance on January 12, 2026.
Copies of the plan are publicly available at the Department of Housing and Citizen Service and the City's website.

ALTERNATIVES:

Council can choose not to pass the Substantial Amendment(s) and the previously approved version will remain in place.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. 2025 - 2029 Con Plan Update Redline
2. Draft 2025 Annual Action Plan Update
3. 2025 Attachment A Updated December 4, 2025

ORDINANCE NO.

AN ORDINANCE APPROVING AND ADOPTING A SUBSTANTIAL AMENDMENT TO THE CITY OF PUEBLO'S FIVE-YEAR 2025-2029 CONSOLIDATED PLAN AND THE 2025 ANNUAL ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND THE HOME INVESTMENT PARTNERSHIP ACT GRANT (HOME), AUTHORIZING THE MAYOR OF THE CITY OF PUEBLO TO SUBMIT THE SUBSTANTIAL AMENDMENT WITH ALL REQUIRED AND NECESSARY CERTIFICATIONS ASSURANCES, AND DOCUMENTATION TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, AND APPROPRIATING AND BUDGETING CDBG AND HOME FUNDS THEREFORE

WHEREAS, the City of Pueblo is designated as an entitlement city under the Housing and Community Development Act of 1974, and will receive Community Development Block Grant (CDBG) and HOME Investment Partnership Act Grants (HOME) for fiscal year 2025; and

WHEREAS, entitlement cities are required to complete a Five-Year Consolidated Plan for consideration of funding approval; and

WHEREAS, the City's Division of Housing and Citizen Services has completed the required plan, outlining the needs and priorities of the City, and the strategies to be undertaken to help address the expressed needs; and

WHEREAS, any substantial changes to the Five-Year Consolidated Plan or to the Annual Action Plan are required to be adopted by City Council,

WHEREAS, the City of Pueblo conducted a citizen participation process that included a public hearing within the City of Pueblo in addition to a second public hearing before City Council to obtain the views of citizens, non-profit, neighborhood groups, and the Citizen Advisory Committee on the City's housing and community needs;

WHEREAS, a copy of the 2025-2029 Five-Year Consolidated Plan Substantial Amendment, which contains the 2025 Annual Action Plan Substantial Amendment, was made available to the general public for a 30-day public comment period. All public comments have been incorporated into the Plan; Now, THEREFORE,

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

SECTION 1.

The City Council hereby finds and determines that the Substantial Amendments to the City of Pueblo's 2025-2029 Consolidated Plan and 2025 Annual Action Plan, as required by HUD, is hereby approved, adopted, and incorporated herein.

SECTION 2.

The Mayor is hereby authorized to submit, in the name of the City of Pueblo, the Substantial Amendments and necessary certifications, assurances, and documentation to the

U.S. Department of Housing and Urban Development.

SECTION 3.

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

SECTION 4.

If any section, paragraph, clause, or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 5.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____
_____
_____
_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

Executive Summary

ES-05 Executive Summary – 24 CFR 91.200(c), 91.220(b)

1. Introduction

The City of Pueblo is a federal entitlement community under the U.S. Department of Housing and Urban Development's Community Development Block Grant (CDBG) Program. The City of Pueblo and Pueblo County participate as a Consortium within the HOME Investment Partnerships Program (HOME).

As a CDBG Program HUD entitlement community, the City is required to prepare a Five-Year Consolidated Plan (CP) in order to implement any federal programs that fund housing, community development, and economic development within the community. This CP covers the period from FY 2025 through FY 2029 and will be submitted to HUD for approval.

The purpose of the CP is to guide federal funding decisions in the next five years. The CP is guided by three overarching goals that are applied according to a community's needs. The goals are:

1. To provide decent housing by preserving the affordable housing stock, increasing the availability of affordable housing, increasing the supply of supportive housing for those with special needs, and transitioning homeless persons and families into housing.
2. To provide a suitable living environment through increased housing opportunities and reinvestment in deteriorating communities.
3. To expand economic opportunities through developing housing options that are more closely connected to jobs and services, development activities that promote long-term community viability, and the empowerment of low- and moderate- income persons to achieve self-sufficiency.

The overall priority for the investment of federal funds is to increase self-sufficiency and economic opportunity for lower-income residents and individuals with special needs so that they can achieve a reasonable standard of living.

The City of Pueblo anticipates receiving the following federal resources in FY 2025; estimated projections for five years follow in parentheses:

- CDBG $1,432,469 million ($7,162,345)
- HOME $877,545.14 ($4,387,725.70)

2. Summary of the objectives and outcomes identified in the Plan Needs Assessment Overview

The Strategic Plan provides a framework to address the needs of the City for the next five years using CDBG and HOME funds. The three overarching objectives guiding the proposed activities are:

- Providing Decent Affordable Housing
- Creating Suitable Living Environments
- Facilitating Economic Opportunities

Outcomes show how programs and activities benefit a community or the people served. The three outcomes that will illustrate the benefits of each activity funded by the CDBG and HOME programs are:

- Improve Availability/Accessibility to housing and services
- Improve Affordability of housing and services
- Improve Sustainability of housing and services

All future activities funded in the next five years will support at least one objective and one outcome. The identified priorities include:

1. Affordable Housing
2. Public Services including Services for Homelessness
3. Public Infrastructure and Facilities
4. Economic Development and Community Revitalization
5. Fair Housing Education and Outreach
6. Administration and Planning

3. Evaluation of past performance

The following evaluation of past performance is from the FY2019 Consolidated Annual Performance and Evaluation Report (CAPER). The accomplishments that follow are those achieved through the expenditure of CDBG and HOME funds:

In 2019, the City received $1,433,344 in CDBG grant funds and allocated $33,102.89 in program income from prior years. The City drew down CDBG funds in the amount of $1,643,074.41, based on PR26-Report. The 2019 HOME grant received was $749,275, and the City drew down $312,393.76. The City will return to HUD $20,213.22 in recaptured funds from previous projects funded by the HOME grant. Matching funds to the HOME grant in the amount of $94,412 were provided by the Consortium

members. Based on the PR-26 Report, $1,137,084.21 (93.7%) of the funds drawn benefited low and moderate-income households and neighborhoods.

The City and the Consortium exceeded its program year goals in several categories (Public Services, Public facilities and Infrastructure, and tenant-Based Rental Assistance) but finished short of its goals in affordable housing, homeless prevention, and demolition. New rental housing projects were delayed seeking capital, but at the time of this report 51 of the 67 units are under contract. The remaining sixteen units, a motel conversion, are still in negotiations. There is a possibility that the motel project may find new life as a non-congregate care facility responding to the COVID19 virus. Additional staff development is underway with efforts to improve production numbers in the Emergency Repairs and Essential Services Program. A retooling in this program accounts for lower rehabilitation production. While the number of demolition projects are down, the costs of demolition is ever increasing. Additional expenses in this category account reduced volume. Homeless service numbers are less than predicted due to facility relocation. The homeless supportive service facility was relocated to increase accessibility in service delivery. The program start was delayed by six months. The number served is at 47% of expected, and the City anticipates that the number served will be met in the balance of the grant.

There were a total of 2,226 persons assisted with CDBG and 72 households assisted via HOME. Among those assisted with CDBG funds, 79% identify as white, 46% as Hispanic and 43% as a female head of household.

In 2019, the CDBG grant leveraged $15 million, in additional funding for public service programs. Private Activity Bond in the amount of $5.6M was allocated to the Colorado Housing Finance Authority for the development of multi-family properties. In 2017, The City donated land for the Uplands Townhome Project which was finished in this program year and accounts for the 72 new units created. The value of the land was appraised at property transfer in the amount of $415,000. The City has offered $46,225 in reduced permits, taps, and fees to a developer for the construction of a new 35-unit permanent supportive housing development to begin in late 2020.

The City and County currently fund non-profit agencies through the CSAC Partnership. A total of $978,928 in general revenue funds were provided by the City and County. For the 2019 reporting period, the Commission recommended funding for 34 agencies. Health and human service agencies received $598,333 (61%); childcare received $138,223 (14%); youth program received $160,540 (16%), and cultural activities & events received $65,290 (7%). The County allocated the 5% administration fee it

normally receives directly to the grantees. This funding leveraged $54 million in other federal, state and private funding.

4. Summary of citizen participation process and consultation process

The City of Pueblo's Department of Housing and Citizen Services developed an outreach effort to maximize input from a large cross-section of stakeholders. This outreach effort included an online survey, two in-person public meetings with virtual attendance available, and stakeholder input.

The outreach process highlighted several key issues within the community including the need for quality, affordable housing, accessible housing, and housing and services for those experiencing homelessness. A complete summary of Citizen Participation, including comments, is included in the Citizen Participation Appendix.

5. Summary of public comments

Please see the Participation Appendix.

6. Summary of comments or views not accepted and the reasons for not accepting them

All comments were accepted.

7. Summary

This plan outlines the goals of the City of Pueblo for its CDBG and HOME funds. Following extensive outreach and public input, the Consolidated Plan and Annual Action Plan clearly outline programs and activities that will address the identified needs. Despite the number of needs identified by stakeholders and the public, the City's CDBG and HOME programs are limited in funding. This document outlines the City's plans to maximize the investment of federal resources.

The Process

PR-05 Lead & Responsible Agencies - 91.200(b)

1. Describe agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	PUEBLO	Department of Housing and Citizen Services
HOME Administrator	PUEBLO	Department of Housing and Citizen Services

Table 1 – Responsible Agencies

Narrative

The City of Pueblo's Department of Housing and Citizen Services administers the CDBG grant. The City of Pueblo and Pueblo County participate as a Consortium within the HOME Investment Partnerships Program (HOME). As the participating jurisdiction, the City of Pueblo undertakes all monitoring and reporting on behalf of Pueblo County. Pueblo County undertakes its affordable housing programs.

Consolidated Plan Public Contact Information

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PR-10 Consultation - 91.100, 91.110, 91.200(b), 91.300(b), 91.215(l) and 91.315(l)

1. Introduction

The City of Pueblo's Department of Housing and Citizen Services developed an outreach effort to maximize input from a large cross-section of stakeholders.

This outreach effort included public meetings, published meeting notices, and stakeholder/focus group communications meant to engage a broad variety of stakeholders and City residents consistent with the Citizen Participation Plan, included in Grantee's Participation Appendix.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

Meaningful collaboration as it relates to the development and implementation of housing and community development programs and services has become increasingly important as the federal resources available to these programs continue to decline. Collaboration with housing and service providers helps the City to capture the maximum benefit for each dollar it invests and ensures that investments strategically address both short-term needs and advance long-term goals.

The Department of Housing and Citizen Services conducts ongoing consultation with human services agencies, housing development organizations, and municipalities at various points in time during a program year.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness

The Colorado Balance of State Continuum of Care (BoS CoC) is represented locally by the various housing and service providers working to meet the needs of persons experiencing homelessness while also working to end homelessness. The City is in frequent communication with housing and service providers.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies and procedures for the administration of HMIS

The City of Pueblo does not receive or administer ESG Funds. The City of Pueblo met with the Continuum of Care (COC) during the consultation process to coordinate between government, mental health, and other service agencies, and the Consolidated Plan reflects the same goals and objectives.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdictions consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	**Agency/Group/Organization**	Health Solutions
	Agency/Group/Organization Type	Services-Persons with HIV/AIDS Services-Health Services - Victims Health Agency
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Economic Development
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The agency provided input. Health Solutions attended one of the outreach sessions, and was asked to provide information via email and through a survey.
3	**Agency/Group/Organization**	HABITAT FOR HUMANITY OF PUEBLO, INC.
	Agency/Group/Organization Type	Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Economic Development
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The agency provided input by attending an in-person meeting.
6	**Agency/Group/Organization**	United Way of Pueblo County
	Agency/Group/Organization Type	Services-Children Services-Employment Services - Broadband Internet Service Providers Services - Narrowing the Digital Divide
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Economic Development
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The agency provided input. This agency was consulted regarding broadband internet service because they partner with Comcast's Internet Essentials program, which is a low-moderate income program allowing access to high-speed internet for $10/month.
7	**Agency/Group/Organization**	Archway Housing & Services
	Agency/Group/Organization Type	Housing Services - Housing

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Economic Development
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The agency was asked to provided input, and provided this input via email.
8	**Agency/Group/Organization**	Citizens Advisory Council
	Agency/Group/Organization Type	Business and Civic Leaders
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	
9	**Agency/Group/Organization**	City of Pueblo
	Agency/Group/Organization Type	Agency - Managing Flood Prone Areas Agency - Management of Public Land or Water Resources Agency - Emergency Management
	What section of the Plan was addressed by Consultation?	Economic Development
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Several City employees provided input via email and during a series of outreach sessions.
10	**Agency/Group/Organization**	T-Mobile Fiber
	Agency/Group/Organization Type	Services - Broadband Internet Service Providers Services - Narrowing the Digital Divide
	What section of the Plan was addressed by Consultation?	Economic Development Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	T-Mobile Fiber recently came in to the Pueblo area. They were invited to attend one of two in-person outreach events to provide feedback but did not provide feedback

14	**Agency/Group/Organization**	Pueblo Community Health Center
	Agency/Group/Organization Type	Services-Health
	What section of the Plan was addressed by Consultation?	Lead-based Paint Strategy Homelessness Strategy Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The agency provided input by attending one of the in-person outreach sessions.
15	**Agency/Group/Organization**	Pueblo Urban Renewal Authority
	Agency/Group/Organization Type	Services - Housing Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Economic Development Market Analysis
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The agency provided input.
17	**Agency/Group/Organization**	POSADA, INC
	Agency/Group/Organization Type	Services - Housing Services-homeless Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Economic Development
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The agency provided input by attending one of the in-person outreach sessions.

Identify any Agency Types not consulted and provide rationale for not consulting

Internet - both Comcast and T-Mobile Fiber were invited to attend one of two in-person outreach events to provide feedback but did not provide feedback.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	CoC	The goals are in alignment.

Table 3 – Other local / regional / federal planning efforts

Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(l))

The City will continue to interact with public entities at all levels to ensure coordination and cooperation in the implementation of the Consolidated Plan and thereby maximize the benefits of the City's housing and community development activities for the residents being served. Specifically, the City meets regularly with Pueblo County's Department of Housing and Human Services and attends monthly meetings of the CoC to coordinate planning and development of solutions for homelessness and issues related to fair housing. The City communicated with adjacent units of government that the Consolidated Plan was available for review. Additionally, the City and County held joint public meetings to gather input from the public and stakeholders. On May 31, 2025, an email was sent to 136 key stakeholders, including planning professionals at the City, County, and other public entities requesting feedback.

Narrative

PR-15 Citizen Participation - 91.105, 91.115, 91.200(c) and 91.300(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting

The City engaged in numerous activities to engage citizen participation in the formation of the Consolidated Plan, including public in-person meetings and online surveys to gather input.

The City informed the public of the public meetings and survey through posting notices on events pages and websites; posting on 17 Facebook pages whose topics focused on City and civic issues; posting paper flyers at a variety of well-trafficked public locations; and distributing electronic flyers via email to a variety of civic, nonprofit and business groups and boards.

A variety of stakeholders from organizations related to public health, housing, community development, and civic issues were individually invited to provide specific input.

Citizen input also includes a 30-day display period of the draft document with an invitation for citizen feedback, followed by a second public hearing. Feedback received from stakeholders and the public helped shape the priority needs identified in the plan.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Internet Outreach	Minorities Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	See Participation Appendix	NA	NA	
2	Stakeholder input	Minorities Non-targeted/broad community	See Participation Appendix	NA	NA	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Stakeholder input	Persons with disabilities Non-targeted/broad community Housing and Service Providers	See Participation Appendix	See Participation Appendix	All comments were accepted.	http://pueblo.zoom.us/j/98351581834
4	Public Meeting	Housing and Service Providers	March 18 and March 19 in the evenings at two separate public libraries, respectively. Total in-person attendance across the two meetings was 32 people, with additional attendees via Zoom	See Participation Appendix	All comments were accepted.	http://pueblo.zoom.us/j/92754723460
5	Stakeholder input	Non-targeted/broad community	Total survey responses: 89	See appendix for survey results	All comments were accepted	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
8	Newspaper Ad	Non-targeted/broad community	NA	NA	NA	
9	Stakeholder input	Non-targeted/broad community	No comments received	No comment received	NA (No comments received)	

Table 4 – Citizen Participation Outreach

Needs Assessment

NA-05 Overview

Needs Assessment Overview

The needs assessment is based on an analysis of housing problems across the City of Pueblo by income level among renters, owners, and households with special needs. Additionally, needs were identified through a public outreach process that included stakeholder consultations, public meetings, an online resident survey, and a review process designed to meaningfully engage citizens.

Data in this section was drawn primarily from HUD's Comprehensive Housing Affordability Strategy (CHAS) data set, which is a special tabulation of 2011-2020 American Community Survey (ACS) data from the Census Bureau. The CHAS data describes housing problems, such as overcrowding or incomplete kitchen and/or plumbing facilities, as well as cost burden, which occurs when a household pays more than 30% of its gross income on housing costs. Severe cost burden occurs when a household pays more than 50% of its gross income on housing costs.

Supplemental data were drawn from the 2020-2024 ACS 5-Year Estimates and other sources to provide additional context when needed.

NA-10 Housing Needs Assessment - 24 CFR 91.405, 24 CFR 91.205 (a,b,c)

Summary of Housing Needs

According to American Community Survey data (2019-2023), median household income in the city of Pueblo was $55,305 in 2023. Just over 60% of the city's population lives in owner-occupied housing, and the median value of owner-occupied housing units for that time period was $230,900, with the median mortgage-owner paying $1,380 per month for housing expenses. Median gross rent (rent plus other contracted expenses such as utilities) was $1,020.

In Pueblo County, median household income was $62,250. Rates of owner-occupied housing were higher (68.3%). Median owner-occupied home values were $271,800, with the median mortgage-owner paying $1,544 per month. Median gross rent in the county was $1,059.

As the data below shows, the most significant housing issues identified are cost burden and severe cost burden. By HUD definitions, "cost burdened" means a household spends more than 30% of income on housing expenses, while "severely cost burdened" households spend more than 50% of income on housing expenses. According to Comprehensive Housing Affordability Strategy (CHAS) data, 14.2% of City households are cost burdened and 13.1% are severely cost burdened. Given a lack of decent, affordable housing options, the area’s lower-income households often face a choice between deficient, substandard housing and cost burden. High housing costs reduce economic opportunities and access to prosperity, especially among lower-income households.

Out of total city households, 15.8 percent have one or more severe housing problems (substandard housing, severe overcrowding, severe cost burden). The data indicates 510 renters and 151 homeowners lack complete plumbing or kitchen facilities, supporting the concerns from stakeholders and citizens about local housing suffering from neglect or age.

Of all cost-burdened households, the largest groups were in the 0-30% AMI bracket: small related renter households (20%), elderly renters (14.2%), and elderly homeowners (17.7%). Among all severely cost-burdened households, renters in the 30-50% AMI group made up 21.5% of the total, while elderly homeowners in the 0-30% AMI bracket were also overrepresented, at 12.8% of all severely cost-burdened households. These numbers indicate a strong need for additional assistance for elderly residents, as well as more affordable options for lower-income renters of all types.

The below tables are HUD-generated tables using 2009-2020 CHAS data that are part of the Consolidated Plan tool. These tables are automatically generated when creating the Consolidated Plan. HAMFI refers to “HUD Adjusted Median Family Income,” which is the median family income calculated by HUD for each jurisdiction in order to determine Fair Market Rents and income limits for HUD programs. HAMFI will not necessarily be the same as other calculations of median incomes such as a simple Census number due to a series of adjustments that are made. Where the HUD tables below report AMI (Area Median Income), they refer to HAMFI.

Wherever automatically generated CHAS data is not available, supplemental information such as American Community Survey (ACS) data will be used.

Demographics	Base Year: 2009	Most Recent Year: 2020	% Change
Population	160,965	166,940	4%
Households	62,675	64,935	4%
Median Income	$0.00	$0.00	

Table 5 - Housing Needs Assessment Demographics

Data Source: 2000 Census (Base Year), 2016-2020 ACS (Most Recent Year)

Number of Households Table

	0-30% HAMFI	>30-50% HAMFI	>50-80% HAMFI	>80-100% HAMFI	>100% HAMFI
Total Households	11,275	8,730	12,364	6,884	25,675
Small Family Households	3,269	2,684	3,764	2,509	12,270
Large Family Households	404	564	1,124	519	2,350
Household contains at least one person 62-74 years of age	2,551	2,159	3,332	1,868	6,900
Household contains at least one person age 75 or older	2,044	1,939	1,939	1,049	2,173
Households with one or more children 6 years old or younger	1,528	1,294	2,063	941	2,037

Table 6 - Total Households Table

Data Source: 2016-2020 CHAS

Housing Needs Summary Tables

1. Housing Problems (Households with one of the listed needs)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Substandard Housing - Lacking complete plumbing or kitchen facilities	295	85	90	40	510	29	90	28	4	151
Severely Overcrowded - With >1.51 people per room (and complete kitchen and plumbing)	40	35	40	25	140	0	10	49	0	59
Overcrowded - With 1.01-1.5 people per room (and none of the above problems)	155	140	154	60	509	34	40	224	54	352
Housing cost burden greater than 50% of income (and none of the above problems)	4,099	919	224	0	5,242	2,029	1,000	244	18	3,291

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
Housing cost burden greater than 30% of income (and none of the above problems)	730	2,085	1,444	315	4,574	708	1,150	2,065	730	4,653
Zero/negative Income (and none of the above problems)	605	0	0	0	605	363	0	0	0	363

Table 7 – Housing Problems Table

Data Source: 2016-2020 CHAS

2. Housing Problems 2 (Households with one or more Severe Housing Problems: Lacks kitchen or complete plumbing, severe overcrowding, severe cost burden)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Having 1 or more of four housing problems	4,589	1,179	510	125	6,403	2,094	1,140	559	78	3,871
Having none of four housing problems	2,699	3,158	4,159	1,875	11,891	1,909	3,245	7,129	4,804	17,087
Household has negative income, but none of the other housing problems	0	0	0	0	0	0	0	0	0	0

Table 8 – Housing Problems 2

Data Source: 2016-2020 CHAS

3. Cost Burden > 30%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	1,919	1,035	689	3,643	644	824	595	2,063
Large Related	288	285	45	618	49	84	204	337
Elderly	1,309	755	463	2,527	1,629	940	941	3,510
Other	1,760	1,139	560	3,459	458	323	604	1,385
Total need by income	5,276	3,214	1,757	10,247	2,780	2,171	2,344	7,295

Table 9 – Cost Burden > 30%

Data Source: 2016-2020 CHAS

4. Cost Burden > 50%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	0	0	370	370	540	325	0	865
Large Related	0	0	75	75	29	24	0	53
Elderly	1,024	255	100	1,379	1,089	478	152	1,719
Other	0	1,580	244	1,824	393	0	0	393
Total need by income	1,024	1,835	789	3,648	2,051	827	152	3,030

Table 10 – Cost Burden > 50%

Data Source: 2016-2020 CHAS

5. Crowding (More than one person per room)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Single family households	160	150	179	85	574	34	30	237	35	336
Multiple, unrelated family households	35	25	15	0	75	0	20	35	18	73

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
Other, non-family households	0	0	0	0	0	0	0	0	0	0
Total need by income	195	175	194	85	649	34	50	272	53	409

Table 11 – Crowding Information - 1/2

Data Source: 2016-2020 CHAS

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
Households with Children Present	812	650	1,016	2,478	1,207	967	1,510	3,684

Table 12 – Crowding Information – 2/2

Data Source Comments: ACS data

Describe the number and type of single person households in need of housing assistance.

According to American Community Survey (ACS) data, there are 16,780 households with a single householder in the city of Pueblo, 4,624 of whom were living in poverty -- that means 27.6% of all householders in single-person homes are below the poverty line. Given that information, it can reasonably be assumed that there are a significant number of single-person households experiencing difficulty finding affordable housing, pointing to a need for additional studio and one-bedroom units.

Estimate the number and type of families in need of housing assistance who are disabled or victims of domestic violence, dating violence, sexual assault and stalking.

There are 28,958 people, or 17.3% of City's population, who identify as having one or more disabilities. Of individuals with disabilities, 36.5% live below the poverty line. The city and county of Pueblo have used CDBG dollars in Minor Home Repairs programs to help disabled, elderly, and low-income residents remain in decent, accessible housing, and citizens at public meetings voiced a preference for programs that allowed residents to stay in current housing stock wherever possible. These programs tend to target exactly the populations identified in this plan as disproportionately impacted by housing problems.

The Pueblo Police Department's 2023 Annual Report (the latest available) indicates that 1,164 incidents of domestic violence were reported, down from 1,505 in 2022 and 1,782 in 2021. In its 2024 Point in Time Count, which gathered evidence on the sheltered homeless population, the Colorado Coalition for

the Homeless (BOC COC) reported that fewer than 10 unhoused people in shelters were fleeing domestic violence. In 2023, a PIT count measuring both sheltered and unsheltered people counted 21 unhoused domestic violence victims, about 7% of the total at that time. However, it remains a priority to provide safe housing to this vulnerable population.

What are the most common housing problems?

Stakeholders reported that given a lack of decent, affordable housing options, the area's lower-income households often face a choice between deficient, substandard housing and cost burden. As the data above show, the most significant housing issues identified are cost burden and severe cost burden.

Cost burden is defined as spending over 30% of household income on housing costs, such as mortgage or rent payments plus utilities, insurance and taxes.

According to CHAS data, 14.2% of City households are cost burdened and 13.14% are severely cost burdened. Overcrowding and substandard housing each affect 1% of City households. This points to a persistent need for an increase in affordable housing options and housing payment assistance. Previous CDBG dollars have been spent on rental assistance and eviction diversion programs, which are effective ways to quickly aid cost-burdened and severely cost-burdened households.

Are any populations/household types more affected than others by these problems?

Cost burden and severe cost burden affect households across the income spectrum, though the need for affordable housing is felt most acutely by the lowest income households. In general, the rate of cost burden declines as household income increases.

Of all cost-burdened households, the largest groups were in the 0-30% AMI bracket: small related renter households (20%), elderly renters (14.2%), and elderly homeowners (17.7%). Among all severely cost-burdened households, renters in the 30-50% AMI group made up 21.5% of the total, while elderly homeowners in the 0-30% AMI bracket were also overrepresented, at 12.8% of all severely cost-burdened households. These numbers indicate a strong need for additional assistance for elderly residents, as well as more affordable options for lower-income renters of all types.

Describe the characteristics and needs of Low-income individuals and families with children (especially extremely low-income) who are currently housed but are at imminent risk of either residing in shelters or becoming unsheltered 91.205(c)/91.305(c)). Also discuss the

needs of formerly homeless families and individuals who are receiving rapid re-housing assistance and are nearing the termination of that assistance

According to the Colorado Coalition for the Homeless (BOC COC) 2023 Point in Time Count, the most common characteristics of unhoused individuals are disability (65%). The PIT count also noted that veterans made up 10% of the statewide unhoused total, even though U.S. Census data indicates veterans are only 7.2% of the Colorado population.

If a jurisdiction provides estimates of the at-risk population(s), it should also include a description of the operational definition of the at-risk group and the methodology used to generate the estimates:

Not applicable.

Specify particular housing characteristics that have been linked with instability and an increased risk of homelessness

As shown in the tables above, LMI renter-households with a severe housing cost burden greater than 50% of income tend to be elderly or small families, and homeowners who are severely cost-burdened are also elderly.

Food, transportation, healthcare, and other costs further reduce disposable income and the ability to save. These households are vulnerable to possible eviction and homelessness if their income is reduced for any reason or if they encounter an unexpected expense such as a medical emergency. These households must frequently choose between substandard housing that is affordable and decent housing that is unaffordable. There remains a strong need for decent, affordable housing.

Discussion

NA-15 Disproportionately Greater Need: Housing Problems - 91.405, 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

HUD defines a disproportionately greater housing need when a racial or ethnic group experiences housing problems at a rate over 10 percentage points than that of the corresponding income level as a whole. The data table below summarizes the percentage of each racial/ethnic group experiencing housing problems by HUD Adjusted Median Family Income (HAMFI) levels. Where the HUD tables below report AMI, they refer to HAMFI. Housing problems include:

- Housing units lacking complete kitchen facilities and/or complete plumbing facilities
- Overcrowding (more than one person per room)
- Housing costs greater than 30% of income (i.e., cost burden)

Note that Hispanic is an ethnicity and is counted separately from race. In the tables that follow, a person who identifies as Hispanic is only counted in the Hispanic row and is therefore not counted in a row representing their identified race.

0%-30% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	8,122	3,173	0
White	3,943	1,287	0
Black / African American	154	145	0
Asian	70	0	0
American Indian, Alaska Native	95	10	0
Pacific Islander	0	0	0
Hispanic	3,638	1,652	0

Table 13 - Disproportionally Greater Need 0 - 30% AMI

Data Source: 2016-2020 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4.Cost Burden greater than 30%

30%-50% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	5,549	3,178	0
White	3,159	1,548	0
Black / African American	64	35	0
Asian	25	10	0
American Indian, Alaska Native	54	35	0
Pacific Islander	0	0	0
Hispanic	2,155	1,524	0

Table 14 - Disproportionally Greater Need 30 - 50% AMI

Data Source: 2016-2020 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4.Cost Burden greater than 30%

50%-80% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	4,574	7,773	0
White	2,749	4,351	0
Black / African American	160	164	0
Asian	28	59	0
American Indian, Alaska Native	60	28	0
Pacific Islander	10	0	0
Hispanic	1,525	2,952	0

Table 15 - Disproportionally Greater Need 50 - 80% AMI

Data Source: 2016-2020 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4.Cost Burden greater than 30%

80%-100% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,245	5,634	0
White	805	2,983	0
Black / African American	10	90	0
Asian	0	19	0
American Indian, Alaska Native	0	4	0
Pacific Islander	0	0	0
Hispanic	393	2,473	0

Table 16 - Disproportionally Greater Need 80 - 100% AMI

Data Source: 2016-2020 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4.Cost Burden greater than 30%

Discussion

The percentage of households with a housing problem is highest for the lowest income brackets (0-50% HAMFI) and decreases as income increases. According to the above definitions, American Indian/Alaska Natives in the 0-30% income bracket experience disproportionate problems, as do Asian families earning between 0-30% of HAMFI, with all 70 Asian households in that bracket reporting one or more housing problems.

Black/African American households earning 50-80% of HAMFI were also disproportionately impacted by housing problems compared to the rest of the 50-80% income group.

While the data shows that Black, American Indian/Alaska Native and Asian households are disproportionately affected by housing problems, the small sample size for each of these minority groups limits statistical inferences.

NA-20 Disproportionately Greater Need: Severe Housing Problems - 91.405, 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

HUD defines a disproportionately greater housing need when a racial or ethnic group experiences housing problems at a rate over 10 percentage points than that of the corresponding income level as a whole. The data table below summarizes the percentage of each racial/ethnic group experiencing severe housing problems by HUD Adjusted Median Family Income (HAMFI) levels. Where the HUD tables below report AMI, they refer to HAMFI. Severe housing problems include:

- Housing units lacking complete kitchen facilities and/or complete plumbing facilities
- Overcrowding (more than 1.5 persons per room)
- Housing costs greater than 50% of income (i.e., cost burden)

0%-30% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	6,683	4,608	0
White	3,214	2,013	0
Black / African American	119	180	0
Asian	70	0	0
American Indian, Alaska Native	85	20	0
Pacific Islander	0	0	0
Hispanic	3,023	2,272	0

Table 17 – Severe Housing Problems 0 - 30% AMI

Data Source: 2016-2020 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4.Cost Burden over 50%

30%-50% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	2,319	6,403	0
White	1,309	3,403	0
Black / African American	39	55	0
Asian	25	10	0
American Indian, Alaska Native	30	59	0
Pacific Islander	0	0	0
Hispanic	880	2,789	0

Table 18 – Severe Housing Problems 30 - 50% AMI

Data Source: 2016-2020 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4.Cost Burden over 50%

50%-80% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,069	11,288	0
White	638	6,457	0
Black / African American	0	320	0
Asian	8	74	0
American Indian, Alaska Native	20	65	0
Pacific Islander	0	10	0
Hispanic	372	4,077	0

Table 19 – Severe Housing Problems 50 - 80% AMI

Data Source: 2016-2020 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4.Cost Burden over 50%

80%-100% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	203	6,679	0
White	164	3,618	0
Black / African American	0	100	0
Asian	0	19	0
American Indian, Alaska Native	0	4	0
Pacific Islander	0	0	0
Hispanic	38	2,828	0

Table 20 – Severe Housing Problems 80 - 100% AMI

Data Source: 2016-2020 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4.Cost Burden over 50%

Discussion

In general, the percentage of households with a severe housing problem is highest within the lowest income brackets (0-50% AMI) and decreases as income increases.

According to the above definitions, Asian households between 0-30% AMI and American Indian/Alaskan Native households between 0-30% AMI disproportionately experience severe housing problems, while Black/African American and Asian households earning between 30-50% AMI experienced a disproportionate level of severe problems.

While the data shows that Asian, Black, and American Indian/Alaskan Native households are disproportionately affected by housing problems, the small sample size for each of these minority groups limits statistical inferences.

NA-25 Disproportionately Greater Need: Housing Cost Burdens - 91.405, 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

HUD defines a disproportionately greater housing need when a racial or ethnic group experiences housing problems at a rate over 10 percentage points than that of the corresponding income level as a whole. "Cost-burdened" is defined as paying more than 30% of household income on housing, and severely cost burdened is defined as paying greater than 50% of household income on housing.

Housing Cost Burden

Housing Cost Burden	<=30%	30-50%	>50%	No / negative income (not computed)
Jurisdiction as a whole	44,643	10,175	9,133	988
White	26,047	5,924	4,678	385
Black / African American	590	230	163	100
Asian	310	40	99	0
American Indian, Alaska Native	170	74	120	0
Pacific Islander	45	10	25	0
Hispanic	16,604	3,725	3,858	503

Table 21 – Greater Need: Housing Cost Burdens AMI

Data Source: 2016-2020 CHAS

Discussion

The supplemental data table summarizes the percentage of each racial/ethnic group experiencing cost burden at various levels. Based on these definitions, no racial or ethnic group meets or exceeds the 10 percentage point threshold for disproportionate housing cost burden.

NA-30 Disproportionately Greater Need: Discussion - 91.205 (b)(2)

Are there any Income categories in which a racial or ethnic group has disproportionately greater need than the needs of that income category as a whole?

Several racial groups experienced disproportionately greater need than the needs of that income category as a whole, but the small numbers of those populations limit statistical inferences.

Housing problems:

- American Indian/Alaska Natives, 0-30% AMI
- Asian households, 0-30% AMI
- Black/African American households, 50-80% AMI

Severe housing problems:

- Asian households, 0-30% AMI and 30-50% AMI
- American Indian/Alaskan Native households, 0-30% AMI
- Black households, 30-50%

If they have needs not identified above, what are those needs?

The needs among race/ethnicities are indicated above. Income categories have more general needs as described in NA-10 and the Housing Market Analysis.

Are any of those racial or ethnic groups located in specific areas or neighborhoods in your community?

According to ACS, the City of Pueblo is primarily white (70.3%) and Hispanic (48.4%). Black/African Americans and American Indian/Alaska Natives each make up 2.9% and 2.7% of the population, respectively, while Asians represent less than 1%.

For the purposes of this Consolidated Plan, concentration is defined as a census tract where a minority group's population is ten percentage points higher in that census tract than its proportion in the City's population.

See the Unique Appendix for additional information including a map of relevant ethnic and racial concentration by census tract in Pueblo.

NA-35 Public Housing - 91.405, 91.205 (b)

Introduction

The Housing Authority for the City of Pueblo (HACP) manages and operates public housing for the City to benefit eligible low-income families, seniors, and persons with disabilities. By working in partnership with the public and private sectors, HACP provides families with housing choice and the opportunity to achieve self-sufficiency. The information generated by the eCon tool in IDIS is insufficient to adequately describe the City's public housing; therefore, the supplemental tables in the following sections were populated using data that was gathered from the HACP.

See the Unique Appendix for additional information.

Totals in Use

Program Type									
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers in use	33	216	875	1,430	1	1,357	32	0	0

Table 22 - Public Housing by Program Type

***includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition**

Data Source: PIC (PIH Information Center)

Characteristics of Residents

Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers				
				Total	Project - based	Tenant - based	Special Purpose Voucher	
							Veterans Affairs Supportive Housing	Family Unification Program
Average Annual Income	6,338	7,555	13,314	10,341	4,368	10,226	6,973	0
Average length of stay	2	3	4	7	0	7	0	0
Average Household size	2	2	2	2	2	2	1	0
# Homeless at admission	0	0	1	4	0	2	2	0
# of Elderly Program Participants (>62)	1	15	253	215	0	210	3	0
# of Disabled Families	9	75	196	583	0	546	19	0
# of Families requesting accessibility features	33	216	875	1,430	1	1,357	32	0
# of HIV/AIDS program participants	0	0	0	0	0	0	0	0
# of DV victims	0	0	0	0	0	0	0	0

Table 23 – Characteristics of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Race of Residents

Program Type									
Race	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
White	31	206	841	1,362	1	1,296	27	0	0
Black/African American	2	9	31	65	0	59	4	0	0
Asian	0	1	0	1	0	1	0	0	0
American Indian/Alaska Native	0	0	3	2	0	1	1	0	0
Pacific Islander	0	0	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0	0	0
*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition									

Table 24 – Race of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Ethnicity of Residents

Program Type									
Ethnicity	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
Hispanic	15	112	504	878	0	839	10	0	0
Not Hispanic	18	104	371	552	1	518	22	0	0
*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition									

Table 25 – Ethnicity of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Section 504 Needs Assessment: Describe the needs of public housing tenants and applicants on the waiting list for accessible units:

Section 504 of the Rehabilitation Act of 1973 and 24 CFR Part 8 requires that 5% of all public housing units be accessible to persons with mobility impairments. Another 2% of public housing units must be accessible to persons with sensory impairments. The Uniform Federal Accessibility Standards (UFAS) is the standard against which residential and non-residential spaces are judged to be accessible. According to data provided by HACP, 4 of the public housing units are ADA/504 Accessible. Data of the accessibility of HCV/Section 8 units is not available.

HACP does not currently maintain a waiting list for accessible units; however it intends to create a separate wait-list for ADA-accessible units as part of its 2021 Annual Plan. The data provided by the HACP indicates that 17 families in public housing and 9 voucher-holding families requested accessibility features.

What are the number and type of families on the waiting lists for public housing and section 8 tenant-based rental assistance? Based on the information above, and any other information available to the jurisdiction, what are the most immediate needs of residents of public housing and Housing Choice voucher holders?

According to HACP's 2021 Annual Plan, there are 742 families on the public housing waiting list; over ninety percent (674) are extremely low income, and 78% (580) are families with children. The greatest needs of households currently living in public housing continue to be stable, decent living conditions and access to opportunity in the form of employment, education, and/or transportation connections to neighborhood amenities. HACP continues to address the most immediate needs of its public housing residents by keeping the maximum number of public housing units possible available and in good condition.

There are 473 families on HACP's waiting list for HCV/Section 8 housing; over ninety-percent (442) are extremely low income, and 84% (396) are families with children. For households utilizing the Housing Choice Voucher (HCV) program, the immediate need is an increased supply of decent, affordable housing. Additional needs of those households accessing various forms of publicly supported housing include access to employment supportive public transportation, employment opportunities, and barrier removal for the elderly and disabled.

How do these needs compare to the housing needs of the population at large

A majority of City households are cost-burdened, emphasizing a need to increase the supply of affordable housing as well as its quality to improve housing choice, living environments, and promote self-sufficiency of LMI households. According to CHAS data, of renter-households earning below 30% HAMFI, 52% of other (non-family) households, 43% of large related households, and 42% of small related households are cost burdened; of renter-households in this income tier, 84% of other

households, 77% of large related households, and 73% of small related households are severely cost burdened. Stakeholders reported that the waiting lists for public housing and the Section 8 Voucher Program are between 3 and 5 years. Until a unit or voucher becomes available, households on the waiting list continue to subsist on extremely low incomes in housing conditions that are likely unaffordable, inadequate, or both.

Discussion

NA-40 Homeless Needs Assessment - 91.405, 91.205 (c)

Introduction:

Pueblo is a member of the statewide Colorado Coalition for the Homeless and receives funding through the statewide balance. The Colorado Balance of State Continuum of Care (BoS CoC) conducts an annual point-in-time (PIT) count of people experiencing homelessness. The PIT provides a "snapshot" of the homeless population and subpopulations for the Colorado Balance of State and captures information about demographic characteristics and risk factors related to homelessness.

The Colorado BoS CoC conducts a sheltered count every year and both a sheltered and unsheltered count every odd year; the 2024 PIT count only records sheltered unhoused people. Of those 120 counted in 2024, 101 were in emergency housing and 19 were in transitional housing. Twenty-one had some type of disabling condition -- 12 had a physical disability while 10 had a mental health concern. Ten were classified as using substances.

The 2023 PIT count (the latest available) noted that Pueblo was one of the three Colorado counties with the largest share of unhoused individuals, at 16%. In that count, 137 people were in emergency shelter or transitional housing, while 222 people were unsheltered.

The below table indicates all the information available in the 2023 PIT count; where the information is not available, fields are left blank.

Homeless Needs Assessment

Population	Estimate the # of persons experiencing homelessness on a given night		Estimate the # experiencing homelessness each year	Estimate the # becoming homeless each year	Estimate the # exiting homelessness each year	Estimate the # of days persons experience homelessness
	Sheltered	Unsheltered				
Persons in Households with Adult(s) and Child(ren)	0	0	0	0	0	0
Persons in Households with Only Children	0	0	0	0	0	0

Population	Estimate the # of persons experiencing homelessness on a given night		Estimate the # experiencing homelessness each year	Estimate the # becoming homeless each year	Estimate the # exiting homelessness each year	Estimate the # of days persons experience homelessness
	Sheltered	Unsheltered				
Persons in Households with Only Adults	0	0	0	0	0	0
Chronically Homeless Individuals	125	9	134	0	0	0
Chronically Homeless Families	0	0	0	0	0	0
Veterans	18	3	21	0	0	0
Unaccompanied Child	0	0	2	0	0	0
Persons with HIV	2	0	0	0	0	0

Table 26 - Homeless Needs Assessment

Data Source Comments: Balance of State Colorado PIT count 2023

Indicate if the homeless population is: Has No Rural Homeless

If data is not available for the categories "number of persons becoming and exiting homelessness each year," and "number of days that persons experience homelessness," describe these categories for each homeless population type (including chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth):

Data for the number of persons becoming and exiting homelessness each year and the number of days that persons experienced homelessness is not available for homeless individuals and families, families with children, veterans and their families, and unaccompanied youth in the City of Pueblo. This data is not collected at this time.

However, the 2023 PIT for the BOS found that 81% were households with only adults, but 18% were households with at least one adult and one child. Unaccompanied children were 2% of the total. Notably, 62% of unhoused adults had one or more disabling condition, and 37% of all unhoused adults were chronically homeless, pointing toward the need for additional services for these individuals.

Nature and Extent of Homelessness: (Optional)

Race:	Sheltered:	Unsheltered (optional)
White	100	129
Black or African American	10	8
Asian	1	1
American Indian or Alaska Native	13	21
Pacific Islander	0	2
Ethnicity:	**Sheltered:**	**Unsheltered (optional)**
Hispanic	63	64
Not Hispanic	74	89

Data Source Comments: Balance of State Colorado PIT count 2023

Estimate the number and type of families in need of housing assistance for families with children and the families of veterans.

The PIT count for the BOS found that 18% of unhoused people in Pueblo were households with at least one adult and one child. Pueblo's PIT counted 21 veterans (both sheltered and unsheltered) in need of housing assistance, but did not include information on families of veterans.

Economic factors in housing supply have increased housing costs. Families with young children are also burdened with childcare expenses, or lack of economic opportunity if they can't secure childcare during working hours, increasing precarity for these households. Increasing affordable one- or two-bedroom housing units (for example, through more multifamily construction) may help ease cost burdens through greater supply. These households would likely also benefit from rental assistance.

Describe the Nature and Extent of Homelessness by Racial and Ethnic Group.

Homelessness percentages tend to closely follow the city's racial and ethnic demographics. The City's population is 48% Hispanic, and 49% of unhoused individuals in the 2023 PIT count were Hispanic. Pueblo is 70.3% white, and 73% of the homeless population was white. However, Black/African Americans make up 2.7% of the city's population, but 6% of its homeless percentages.

Describe the Nature and Extent of Unsheltered and Sheltered Homelessness.

According to the 2023 CO BOS PIT data for Pueblo, most unhoused people are unsheltered -- 62% were unsheltered, compared to 38% that were either in emergency shelters or transitional housing. Only 12% of the total were in transitional housing. Given that transitional housing is a pathway to stable permanent housing for many types of unhoused individuals, an increase in transitional housing may be beneficial for long-term help for the unhoused population in Pueblo. The PIT count also noted that 37% of unhoused individuals had a chronic illness, and 17% had a serious mental illness, while 11% had a substance abuse disorder.

Discussion:

NA-45 Non-Homeless Special Needs Assessment - 91.405, 91.205 (b,d)

Introduction

Persons with special needs include the elderly and frail elderly, persons with severe mental illness, persons with developmental disabilities, persons with physical disabilities, and persons with alcohol/other drug addictions. In addition, many persons with such special needs also have very low incomes.

Describe the characteristics of special needs populations in your community:

Individuals who have special needs are typically extremely low income and face tremendous challenges finding housing that they can afford. Individuals with special needs may also require supportive services in addition to affordable housing. Public and private sources have limited funds available for these purposes, making it difficult for non-profit organizations to develop and operate housing and supportive service programs.

Elderly

Elderly persons are more likely to live on fixed, very low incomes or require special supportive service to complete their daily routines. This means elderly residents especially need affordable housing options and easy access to service providers.

According to ACS 2019-2023 estimates, 18.6% of residents in the city are aged 65 or over. In addition, the Census reported that 45.6% of persons 65 years and over had at least one disability; 30.3% of whom experienced an ambulatory difficulty and 17% experienced an independent living difficulty.

Persons with Disabilities

According to the ACS, 20.9% of the City's population identify as having one or more disabilities.

In the City, 19.2% of the population lives below the poverty line. However, there are differences in the incidence of poverty by disability status. For people with a disability, 36.5% live below the poverty line.

Substance Abuse and Addiction

Behavioral health, including substance abuse, has been a frequent priority of the Pueblo County Public Health Department. In Pueblo County, the overdose death rate has fallen dramatically after public

health initiatives to address the issue. In 2022, the overdose death rate was 22.87 per 100,000; by by 2024, that rate had fallen to 18.89 per 100,000. However, substance abuse remains a detriment. Overdose deaths overwhelmingly affect males, with age groups 30-39 and 50-59 most commonly affected (at 29% and 21%, respectively).

What are the housing and supportive service needs of these populations and how are these needs determined?

Summarizing the above estimates and input received during stakeholder interviews held in preparing the Five-Year Consolidated Plan, the most significant needs for these populations are:

- Access to clean, safe, and affordable housing for renters and owners;
- Assistance making repairs to owner-occupied homes, including accessibility improvements;
- Removal of abandoned or unsafe/blighted homes, and replacement with new housing
- Removal of abandoned blighted commercial
- Rehabilitation of rental units;
- Increasing the number of designated supportive housing units and permanent supportive housing for families and people discharging from institutions, including respite beds for persons with medical needs; and
- Increasing emergency shelter beds.

Discuss the size and characteristics of the population with HIV/AIDS and their families within the Eligible Metropolitan Statistical Area:

The Housing Opportunities for Persons With AIDS (HOPWA) Program is the only Federal program dedicated to the housing needs of people living with HIV/AIDS. Under the HOPWA Program, HUD makes grants to local communities, States, and nonprofit organizations for projects that benefit low-income persons living with HIV/AIDS and their families. The City of Pueblo does not receive HOPWA funds.

If the PJ will establish a preference for a HOME TBRA activity for persons with a specific category of disabilities (e.g., persons with HIV/AIDS or chronic mental illness), describe their unmet need for housing and services needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2) (ii))

Discussion:

NA-50 Non-Housing Community Development Needs - 91.415, 91.215 (f)

Describe the jurisdiction's need for Public Facilities:

Through CDBG funds, the City of Pueblo can fund the construction, rehabilitation, or installation of public facilities. Eligible public facilities include neighborhood facilities (such as educational centers, parks, recreation centers, and libraries) and facilities for special needs populations (such as homeless shelters, elderly facilities, or centers for people with disabilities).

Stakeholder interviews cited a strong need for additional facilities to aid the unhoused population. Public meeting responses and public survey data also focused on homelessness facilities, but additionally highlighted the need for community centers, public transportation, healthcare facilities, and parks & recreation facilities.

How were these needs determined?

The City of Pueblo facilitated a series of stakeholder communications, a public survey, and public meetings regarding the needs across the community. Additionally, Pueblo analyzed CHAS data on housing problems and cost burden in the community, ACS data on poverty among groups such as elderly and the disabled, and the Colorado Coalition for the Homeless point-in-time count.

Describe the jurisdiction's need for Public Improvements:

Through the investment of CDBG funds, the City can also fund the construction, rehabilitation, or installation of public improvements. Public improvements include, but are not limited to, street and sidewalk improvements, water and sewer installation, and maintenance and ADA compliance construction and rehabilitation.

According to public survey data and public meeting discussion, improvements to roads, sidewalks and public transportation could improve public safety as well as enhance lower-income residents' economic opportunities by making it easier to access jobs and services.

How were these needs determined?

The City of Pueblo facilitated a series of stakeholder interviews and public meetings and received feedback regarding the needs across the community.

Describe the jurisdiction's need for Public Services:

Through the investment of CDBG funds, the City can fund an array of public services. Eligible public services include, but are not limited to, homeless services, education and workforce development programs, homebuyer counseling, elderly care and programs, and childcare and health services for low-moderate-income households.

According to public survey responses and public meeting discussions, public service needs include:

- Youth programs (day programs, summer camps, after-school activities, and job training);
- Mental health services for individuals and families who are homeless or at risk of homelessness;
- Substance abuse services
- Homeless services to help individuals maintain housing and economic independence

How were these needs determined?

The City of Pueblo facilitated a series of stakeholder interviews and public meetings and received feedback regarding the needs across the community.

Housing Market Analysis

MA-05 Overview

Housing Market Analysis Overview:

This market analysis identifies the need to advance efforts to create a diverse supply of additional affordable units. Ideally, the City of Pueblo will have a mix of housing to accommodate households of all types and income levels. The City's housing strategies will be especially guided by the increasing mismatch between incomes and housing costs and the specific accommodations necessary to ensure that special needs populations have adequate affordable housing options with appropriate supportive services where needed.

General conclusions about the market, as described in the following pages, include:

- Single family units – which tend to be larger than multi-family units – comprise 75% of the housing stock. There is a need for more multi-family housing units which tend to be more affordable, particularly for small families with children and single-person households, demographic groups particularly prone to cost burden and severe cost burden.
- The high incidence of poverty among households with children and persons with disabilities points to the need for affordable housing, particularly within the renter-occupied market.
- Stakeholders noted that the available housing inventory is inadequate across all price points; the fair market rent for a two-bedroom apartment in Pueblo is well out of reach for a full-time minimum wage worker, even with recent increases in Colorado's minimum wage.
- A majority of the housing stock, both renter- and owner-occupied units, in the City was constructed prior to 1979. The age of the housing stock points to the need for residential rehabilitation of both renter- and owner-occupied units.
- The greatest number of employment opportunities within the City occur in the education and health care sector, which generally require a minimum of a Bachelor's degree. This sector also imports the largest number of workers, suggesting that the current workforce does not have training or education that match the employment opportunities in the City, and that additional training or retraining opportunities are needed and/or may not be utilized by currently unemployed residents.

MA-10 Housing Market Analysis: Number of Housing Units - 91.410, 91.210(a)&(b)(2)

Introduction

According to the below CHAS data, there are 70,887 total residential units in the city of Pueblo, the vast majority (75%) of which are single-unit detached. Large multi-family (20+ units in a building) and alternative types of units (mobile homes, boats, etc.) are the next most-common types of housing, at 6% apiece.

According to 2019-2023 American Community Survey data, most housing is owner-occupied (68.3%), and 84.5% of the population has been living in their current homes for more than one year.

Housing size follows a few notable patterns, according to ACS data: Owner-occupied units are typically larger homes, with a notable concentration in the 3-bedroom (11,952 units) and 4+ bedroom (8,323 units) categories. Conversely, renter-occupied units are heavily concentrated in smaller dwellings, with a substantial majority in the 0-1 bedroom (5,112 units) and 2-bedroom (7,522 units) ranges.

There is a need for more multi-family housing units which tend to be more affordable, particularly for small families with children, the elderly, and the disabled, demographic groups that frequently live below the poverty line.

Data from the 2023 ACS indicates that among the entire County population, 15.4% live below the poverty line. Among children under the age of 18 and seniors over the age of 65, approximately 19.4% and 18%, respectively, live below the poverty line. For persons with a disability, 16% live below the poverty line. The high incidence of poverty among households with children, seniors, and persons with disabilities points to the need for affordable housing, particularly within the renter-occupied market.

All residential properties by number of units

Property Type	Number	%
1-unit detached structure	53,165	75%
1-unit, attached structure	2,505	4%
2-4 units	3,648	5%
5-19 units	3,020	4%
20 or more units	4,545	6%
Mobile Home, boat, RV, van, etc	4,004	6%
Total	***70,887***	***100%***

Table 27 – Residential Properties by Unit Number

Data Source: 2016-2020 ACS

Unit Size by Tenure

	Owners		Renters	
	Number	%	Number	%
No bedroom	169	0%	870	4%
1 bedroom	858	2%	5,189	23%
2 bedrooms	8,729	21%	8,174	36%
3 or more bedrooms	32,494	77%	8,463	37%
Total	***42,250***	***100%***	***22,696***	***100%***

Table 28 – Unit Size by Tenure

Data Source: 2016-2020 ACS

Describe the number and targeting (income level/type of family served) of units assisted with federal, state, and local programs.

Currently, the portfolio of the Public Housing Program, operated by the Housing Authority of the City of Pueblo (HACP), has 689 rental units ensuring long-term housing. The Low-Income Tax Credit (LIHTC) properties have 286 units, of which 121 units are the Project Based Rental Assistance Program, and 55 units are Project Based Voucher Program which are tied to subsidized housing for long-term affordability.

The remaining 110 LIHTC properties are of mixed-income developments that promote sustainable affordability. HACP prioritized housing solutions for elderly residents and people with disabilities with 132 units in Section 8 New Construction and 96 units in the 202 PRAC programs. The Housing Choice Voucher Program enables family rental assistance in the private market. Currently, there are approximately 1,200 vouchers being administered by HACP.

HOME activities undertaken in 2023 included two new multi-family construction projects (77 units), one multi-family rehabilitation project (16 units), and continued tenant-based rental assistance.

Provide an assessment of units expected to be lost from the affordable housing inventory for any reason, such as expiration of Section 8 contracts.

Housing units that receive tax credits or other forms of assistance can be at risk of being converted to market rate housing upon maturity of the tax credits or the affordability period, typically 15, 20, or 30 years. Without subsidies, many of these units will be lost to the low-income market, either through higher, non-subsidized rents being charged or from owners abandoning or converting units. The potential loss of these units would be significant in Pueblo should Section 8 subsidies not be renewed. If any of these units are lost to the low-income residents, HACP's waiting list will likely increase. However, subsidies are, in most cases, renewed as the owners of such housing often opt to stay in the program to ensure rent payments.

Does the availability of housing units meet the needs of the population?

The number of available housing units is insufficient to meet the needs of the population. According to HACP's 2021 Annual Plan, there are 742 families on the public housing waiting list; over ninety percent (674) are extremely low income, and 78% (580) are families with children. There are 473 families on HACP's waiting list for HCV/Section 8 housing; over ninety-percent (442) are extremely low income, and 84% (396) are families with children.

Describe the need for specific types of housing:

Single family units – which tend to be larger than multi-family units – comprise 75% of the housing stock. There is a need for more multi-family housing units which tend to be more affordable, particularly for small families with children, the disabled, and the elderly. Stakeholders confirmed these findings, reporting that the greatest need is split between studio/one-bedroom apartments and multi-family units.

Discussion

MA-15 Housing Market Analysis: Cost of Housing - 91.410, 91.210(a)

Introduction

The HUD-provided table below (Table 44) indicates the number of affordable units available to households with various income levels.

The 2,394 rental units identified as affordable to households earning 30% of the HUD-adjusted Median Family Income (HAMFI) represent 9.4% of the 25,557 units of renter-occupied housing inventory in the County as of the below charts, which incorporate data from 2020. Just over 31% of renter housing is affordable to households earning 50% HAMFI.

The Fair Market Rent (FMR) for a two-bedroom unit in the County of Pueblo in 2020 was $1,124 per month, according to the below tables. To avoid being cost burdened, a household needed to earn $44,960 per year, or roughly $21.61 per hour. (The minimum wage in Colorado was $12 per hour in 2020, meaning a worker would earn $24,960 per year for a 40-hour workweek.)

Fair market rent for a two-bedroom has increased to $1,258 in 2025, meaning a household would need to earn $50,320 in order not to be cost burdened. The minimum wage has increased to $14.89 as of 2025, or $30.97 for a 40-hour workweek, still leaving minimum-wage earners unable to comfortably afford a FMR two-bedroom on a 40-hour workweek.

Cost of Housing

	Base Year: 2009	Most Recent Year: 2020	% Change
Median Home Value	0	0	0%
Median Contract Rent	0	0	0%

Table 29 – Cost of Housing

Data Source: 2000 Census (Base Year), 2016-2020 ACS (Most Recent Year)

Rent Paid	Number	%
Less than $500	5,570	24.5%
$500-999	13,311	58.6%
$1,000-1,499	3,135	13.8%
$1,500-1,999	425	1.9%
$2,000 or more	185	0.8%
Total	***22,626***	***99.7%***

Table 30 - Rent Paid

Data Source: 2016-2020 ACS

	Base Year: 2010		Most Recent Year: 2015		% Change	
	City	County	City	County	City	County
Median Home Value	$120,600 ($130,073 in 2015)	$140,700 ($151,752 in 2015)	$114,200	$138,600	-5.31% (-12.20% adjusted)	-1.49% (-8.67% adjusted)
Median Contract Rent	$517 ($558 in 2015)	$537 ($579 in 2015)	$577	$601	11.61% (3.48% adjusted)	11.92% (3.77% adjusted)
Median Income	$34,323 ($37,019 in 2015)	$40,699 ($43,896 in 2015)	$34,550	$41,286	0.66% (-6.67% adjusted)	1.44% (-5.95% adjusted)

Source: 2006-2010 5-Year ACS (2009 5-Year Estimates no longer available), 2011-2015 5-Year ACS (B19013, B25077, B25058)

Housing Affordability

Number of Units affordable to Households earning	Renter	Owner
30% HAMFI	2,394	No Data
50% HAMFI	7,972	4,684
80% HAMFI	15,191	13,415
100% HAMFI	No Data	19,075
Total	***25,557***	***37,174***

Table 31 – Housing Affordability

Data Source: 2016-2020 CHAS

Monthly Rent

Monthly Rent ($)	Efficiency (no bedroom)	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Fair Market Rent	815	854	1,124	1,471	1,674
High HOME Rent	657	661	875	1,124	1,234
Low HOME Rent	596	638	766	885	987

Table 32 – Monthly Rent

Data Source: HUD FMR and HOME Rents

Is there sufficient housing for households at all income levels?

There is insufficient housing for 0-80% HAMFI income groups, particularly for extremely low- and very low- income households in the City.

According to 2020 CHAS data analyzed in the Needs Assessment, there are 20,005 households earning between 0% and 50% of the median family income in Pueblo. However, there are only 15,050 housing units (both renter and owner-occupied) affordable to these households, accommodating only 75.2% of this population. Stakeholders also noted that the available housing inventory is inadequate across all price points.

How is affordability of housing likely to change considering changes to home values and/or rents?

Median income has struggled to keep pace with inflation in recent years. For example, although the Federal Reserve Bank of St. Louis estimates that Pueblo County income rose from $50,885 in 2020 to $63,801 in 2023 (the latest estimate), the Bureau of Labor Statistic's inflation calculator shows a household would need to earn $65,138 to maintain buying power over that time. That erosion of buying power presents challenges for affording housing.

As for housing costs specifically, the County and City of Pueblo commissioned a Housing Assessment and Strategy Report, released in 2021 and updated in 2024, noting the particular difficulties of maintaining and increasing affordable housing stock in the current economic and regulatory environment. In 2024, the report noted that apartment rents had spiked an average of 30% from mid-2021 to the end of 2022, while single-family-home sales prices had also risen noticeably, with the average price increasing by 150% over the previous 10 years. New housing development of all types is the core solution to these problems, according to the report, but housing production has not kept pace. The report noted that construction costs are not favorable for rapid production for the foreseeable future, forecasting a continued housing shortage that prevents more affordable housing. It recommended regulatory revisions to ease the high cost of construction, and Pueblo is currently changing its zoning ordinances to facilitate this.

How do HOME rents / Fair Market Rent compare to Area Median Rent? How might this impact your strategy to produce or preserve affordable housing?

Area Median Rent is $1,268, while the FMR for a 2-bedroom unit is $1,124. As discussed above, the FMR is not attainable for most lower-income households. Rental housing costs are increasing while median income struggles to keep up, meaning that housing costs account for a relatively larger share of income for renters.

As housing construction and rehabilitation costs rise, it will be increasingly difficult to produce much needed affordable housing. Efficient creation of new affordable units is important for maintaining affordability.

Discussion

MA-20 Housing Market Analysis: Condition of Housing - 91.410, 91.210(a)

Introduction

The following data provide an overview of the condition of housing in the City of Pueblo.

Describe the jurisdiction's definition of "standard condition" and "substandard condition but suitable for rehabilitation":

Standard Condition: No major structural defects; adequate plumbing and kitchen facilities; appearance which does not create a blighting influence; and the house meets additional, more stringent, local standards and building codes, including lead-based paint clearance.

Substandard Condition but Suitable for Rehabilitation: The nature of the substandard condition makes rehabilitation both financially and structurally feasible.

Housing Conditions

Condition of units is assessed using the same criteria as in the Needs Assessment. This includes: 1) lacks complete plumbing facilities, 2) lacks complete kitchen facilities, 3) more than one person per room, 4) cost burden (amount of income allocated to housing) is greater than 30%, and 5) complies with applicable building code standards.

Condition of Units

Condition of Units	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
With one selected Condition	9,460	22%	10,335	46%
With two selected Conditions	223	1%	740	3%
With three selected Conditions	0	0%	50	0%
With four selected Conditions	0	0%	0	0%
No selected Conditions	32,570	77%	11,577	51%
Total	***42,253***	***100%***	***22,702***	***100%***

Table 33 - Condition of Units

Data Source: 2016-2020 ACS

Year Unit Built

Year Unit Built	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
2000 or later	9,448	22%	3,339	15%
1980-1999	9,013	21%	4,805	21%
1950-1979	16,196	38%	9,280	41%

Year Unit Built	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
Before 1950	7,544	18%	5,260	23%
Total	***42,201***	***99%***	***22,684***	***100%***

Table 34 – Year Unit Built

Data Source: 2016-2020 CHAS

Risk of Lead-Based Paint Hazard

Risk of Lead-Based Paint Hazard	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
Total Number of Units Built Before 1980	23,740	56%	14,540	64%
Housing Units build before 1980 with children present	3,760	9%	2,231	10%

Table 35 – Risk of Lead-Based Paint

Data Source: 2016-2020 ACS (Total Units) 2016-2020 CHAS (Units with Children present)

Vacant Units

	Suitable for Rehabilitation	Not Suitable for Rehabilitation	Total
Vacant Units	0	0	0
Abandoned Vacant Units	0	0	0
REO Properties	0	0	0
Abandoned REO Properties	0	0	0

Table 36 - Vacant Units

Data Source: 2005-2009 CHAS

Describe the need for owner and rental rehabilitation based on the condition of the jurisdiction's housing.

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Estimate the number of housing units within the jurisdiction that are occupied by low or moderate income families that contain lead-based paint hazards. 91.205(e), 91.405

Lead-based paint was banned from residential uses in 1978. All houses constructed before 1978 are therefore considered at risk for containing lead-based paint. HUD has made the elimination of housing units containing lead-based paint a priority, estimating that 90% of pre-1940 housing units, 80% of units constructed between 1940-1959, and 62% of units constructed from 1960-1979 contain lead-based paint.

Lead-based paint hazards pose the greatest risk for children, especially those under seven years of age. The poisoning of children from contact with lead-based paint has been recognized as a major public health problem by the Center for Disease Control (CDC). According to the CDC, lead is the number one environmental health hazard to American children. It is estimated that 10%-15% of all preschoolers in the United States are affected. Lead poisoning causes IQ reductions, reading and learning disabilities, decreased attention span, hyperactivity, and aggressive behavior.

The HUD IDIS-generated table above provides data on owner-occupied and renter- occupied units built before 1980, and housing units built before 1980 with children present. As the table indicates, though there are a higher proportion of renter-occupied units built prior to 1980, children are almost equally likely to be impacted by lead-based paint hazards in both owner- and renter-occupied units.

Discussion

MA-25 Public And Assisted Housing - 91.410, 91.210(b)

Introduction

The Housing Authority for the City of Pueblo (HACP) operates 778 conventional public housing units for low-income, elderly, and disabled Pueblo residents. By working in partnership with the public and private sectors, the HACP provides families with housing choice and the opportunity to achieve self-sufficiency. The information generated by the eCon tool in IDIS is insufficient to adequately describe the City's public housing; therefore, the supplemental tables in the following sections were populated using data that was gathered from HACP.

Totals Number of Units

	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project -based	Tenant -based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers available	30	215	901	1,501	0	1,501	263	0	0
# of accessible units									
***includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition**									

Table 37 – Total Number of Units by Program Type

Data Source: PIC (PIH Information Center)

Describe the supply of public housing developments:

Describe the number and physical condition of public housing units in the jurisdiction, including those that are participating in an approved Public Housing Agency Plan:

The Housing Authority for the City of Pueblo (HACP) operates 778 conventional public housing units for low-income, elderly, and disabled Pueblo residents. Per HACP's 2021 Annual Plan, it also manages 214 homes in the area. In addition, HACP is approved to administer 1,540 HCV/Section 8 units, including 60 HCV's specifically for veterans.

HUD's Real Estate Assessment Center conducts physical property inspections of properties that are owned, insured or subsidized by HUD, including public housing and multifamily assisted housing. The purpose is to ensure that public housing units are decent, safe, sanitary, and in good repair. Of the 16 multifamily units inspected, only one (Casa Del Sol) received a non-passing grade (grade received: 54c on 2/15/2023) in the past several years. Buildings must receive a 60 to be considered passing. However, other buildings received a "c" rating, meaning that at least one life-threatening health and safety deficiency was found. Non-life threatening health and safety deficiencies were found in four of the 12 multifamily developments inspected (‘b’ ratings). Four of the 16 buildings received a "c" rating, and five received a "b."

Public Housing Condition

Public Housing Development	Average Inspection Score

Table 38 - Public Housing Condition

Uplands Townhomes	800249567	97	9/5/2024
MINERAL PALACE	800003097	94	7/25/2024
Encino Apartments	800252129	93	7/24/2024
AZTECA APTS	800002926	90	7/16/2024
BETHLEHEM SQUARE	800002933	90	11/16/2023
Fenix Apartments	800250485	75c*	8/28/2023
Outlook Ridge Phase II	800244937	94b	7/26/2023
PRESERVE AT BELMONT	800073062	94c	7/11/2023

Housing ratings 1

Property Name	REMS Property ID	Inspection Score1	Release Date 1
Fearnow Group Homes	800213150	83a	5/10/2023
Outlook Ridge Apartments	800234870	99a*	3/9/2023
VILLAS AT PARK WEST	800218893	88b*	3/8/2023
Casa Del Sol Apartments	800248668	54c*	2/15/2023
PUEBLO VILLAGE APARTMENTS	800003147	91b*	11/3/2022
Villas at Park West II	800226970	88c*	8/16/2022
UNION PLAZA APARTMENTS	800003218	88b	7/7/2022
RICHMOND APARTMENTS	800073137	95b	6/24/2022

Housing ratings 2

Describe the restoration and revitalization needs of public housing units in the jurisdiction:

Per its 2021 Annual Plan, the HACP has leveraged private and other public funds to begin construction on Mountain View Townhomes, consisting of 51 new affordable housing units. Mountain View Townhomes are the second of a four-phase project to demolish and replace the 212-unit Sangre de Cristo Apartments. Phase one of the project, construction of the 72-unit Uplands Townhomes, has been completed.

Describe the public housing agency's strategy for improving the living environment of low- and moderate-income families residing in public housing:

The HACP has established the following strategy in its 5-Year PHA Plan to improve the living environment of public housing residents:

- Implement measure to deconcentrate poverty by bringing higher income public housing households into lower income developments;

- Implement measures to promote income missing in public housing by assuring access for lower-income families into higher-income developments;
- Implement public housing security improvements, such as increased lighting and security officers in high-crime areas.

In addition, the HACP administers the Family Self-Sufficiency Program (FSS), in which families sign a 5-year contract to become self-sufficient. The program allows families to set aside a portion of rent increases, as a result of increases in earned income during the contract, into an escrow account. At the end of the contract families receive the escrow account to use as a down payment on the purchase of a home or for deposits and other fees associated with renting in the private market. Homeownership counseling is also offered to residents enrolled in the program. As of October, 2020, there were a total of 47 FSS participants; 29 in public housing, and 18 in Section 8.

Discussion:

Explanation of Inspection Scores in Public Housing Condition Table:

- An asterisk (*) indicates that health and safety (H&S) deficiencies were found with respect to smoke detectors.
- The lower-case letter indicates whether or not other kinds of H&S deficiencies were observed, as follows:

a) The letter "a" is given if no health and safety deficiencies were observed other than for smoke detectors.

b) The lower-case letter "b" is given if one or more non-life threatening H&S deficiencies, but no exigent/fire safety H&S deficiencies were observed other than for smoke detectors.

c) The lower-case letter "c" is given if one or more life threatening exigent/fire safety (calling for immediate attention or remedy) H&S deficiencies were observed.

MA-30 Homeless Facilities and Services - 91.410, 91.210(c)

Introduction

This section of the Consolidated Plan lists and describes housing facilities and services available to meet the needs of the homeless population in the City of Pueblo. The City supports the cooperative efforts and activities of local service providers through its membership in the Colorado Balance of State Continuum of Care (BoS CoC). The BoS CoC works to address homelessness and the priority needs of homeless individuals and families, including homeless subpopulations. To the extent possible, the City also assists agencies seeking federal, state, and private funding for housing and activities related to homelessness and those at risk of homelessness.

Facilities Targeted to Homeless Persons

	Emergency Shelter Beds		Transitional Housing Beds	Permanent Supportive Housing Beds	
	Year Round Beds (Current & New)	Voucher / Seasonal / Overflow Beds	Current & New	Current & New	Under Development
Households with Adult(s) and Child(ren)	96	0	0	35	0
Households with Only Adults	96	0	13	9	25
Chronically Homeless Households	0	0	0	0	0
Veterans	0	0	0	0	10
Unaccompanied Youth	0	10	0	0	0

Table 39 - Facilities Targeted to Homeless Persons

Data Source Comments: Source: 2025 PIT BoS CoC

Describe mainstream services, such as health, mental health, and employment services to the extent those services are use to complement services targeted to homeless persons

Affordable Housing:

For those homeless or low-income citizens who are seeking to obtain rental housing or to purchase a home, the City of Pueblo has several programs that assist with education on home purchase, and the Colorado Housing and Finance Authority provides down payment assistance.

In addition to the Housing Authority programs described in Section MA-25, nonprofit organizations throughout Pueblo help boost affordable housing: Nancy's Place offers youth aging out of foster care an affordable housing option; Neighborworks of Southern Colorado offers homebuyer education and down payment assistance;Posada offers tenant-based rental assistance (TBRA) funding through the HOME program.

Education and Employment:

Education, training, and employment opportunities are available through Pueblo Corporate College's Mobile Learning Lab, Pueblo City-County Library, Re-Hire Colorado, and the Colorado Workforce Center. In addition, the Boys and Girls Club offers a workforce development initiative to prepare high school students for employment, and Pueblo Diversified Industries provides job training for the developmentally disabled.

Food and Meals:

A number of organizations provide meals and food assistance to households facing food insecurity, including homeless households, including: Catholic Charities, Pueblo Community Soup Kitchen, Pueblo Food Project, Cooperative Care Center, Care and Share, Salvation Army, and the Center Toward Self-Reliance. The Senior Resource Development Agency (SRDA) provides food assistance, as does the USDA Food Distribution Program.

Health Counseling:

The following organizations provide healthcare counseling, including general health, general counseling, mental health, substance abuse, maternal, and reproductive health services that complement services targeted to homeless persons: Health Solutions, Friendly Harbor, Crossroads' Managed Care, Catholic Charities, YWCA, and Pueblo Community Health Center. UC Health University of Colorado Hospital also has programs dedicated toward assisting unhoused people.

Transportation:

The City of Pueblo's public transportation provider covers most of the City; however, stakeholders identified transportation as a barrier for low-income households to access services and travel to and/or

from employment opportunities. The Senior Resource Development Agency (SRDA) offers a transportation program to provide the elderly with rides to medical appointments, grocery shopping, recreation, and legal and social services.

List and describe services and facilities that meet the needs of homeless persons, particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth. If the services and facilities are listed on screen SP-40 Institutional Delivery Structure or screen MA-35 Special Needs Facilities and Services, describe how these facilities and services specifically address the needs of these populations.

The following presents an inventory of service providers dedicated to assisting the homeless within the City of Pueblo:

Posada:

- Provides an 11-unit emergency shelter and supportive services to families with children. Case workers provide assistance and referrals for shelter, food, employment assistance, and review options for low-income housing, as well as identifying community resources and programs to obtain self-sufficiency.
- Sunset Motel provides a 16-unit SRO for seniors
- Nancy's Place provides an affordable housing option for youth aging out of foster care with a 7-unit, single-room occupancy facility

YWCA:

- Provides short-term emergency shelter for survivors of domestic violence.

The Pueblo Shelter

- Provides a 95-bed emergency shelter to single adult men and women

Health Solutions

- The Right Place provides permanent supportive housing (30-35 units)

Crazy Faith Ministries

- Emergency shelter

Pueblo Rescue Mission: Provides 95-bed emergency shelter to single adult men and women.

Nancy's Place: Provides an affordable housing option for youth aging out of foster care via a 7-unit, single-room occupancy facility.

MA-35 Special Needs Facilities and Services - 91.410, 91.210(d)

Introduction

The special needs population includes individuals having mobility impairments, disabilities, or that require supportive services. Typically, this population has severe or persistent mental illness, development and/or physical disabilities. Several organizations provide facilities and services for special needs populations in the City of Pueblo.

Various supportive housing needs of the non-homeless have been identified by service providers who were interviewed during the Consolidated Plan process. Cited needs include home repair and maintenance for the elderly, accessibility improvements, housing for people with mental illness and disabilities, mental health and addiction services, and affordable housing for all sub-populations.

Including the elderly, frail elderly, persons with disabilities (mental, physical, developmental), persons with alcohol or other drug addictions, persons with HIV/AIDS and their families, public housing residents and any other categories the jurisdiction may specify, and describe their supportive housing needs

Supportive housing is defined as living units that provide a planned services component with access to a wide range of services needed for the resident to achieve personal goals. Various populations with special needs require supportive housing. For some individuals, supportive housing is needed because they are unable to undertake the activities of daily living without assistance. The specific needs of local special needs subpopulations are described in NA-45, Non-Homeless Special Needs Assessment.

Describe programs for ensuring that persons returning from mental and physical health institutions receive appropriate supportive housing

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Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. 91.315(e)

The City plans to undertake the following activities within the next year to address identified housing and supportive service needs for the elderly, frail elderly, persons with disabilities (mental, physical, developmental), persons with alcohol or other drug addictions, persons with HIV/AIDS and their families, and public housing residents:

- Support the development of least-restrictive and affordable housing for developmentally disabled persons and support the expansion of services to developmentally disabled persons;
- Support the development of housing adaptable to the needs of physically disabled persons and modify housing to meet the needs of physically disabled; and
- Continue to work with service agencies that provide assistance to the developmentally and physically disabled community, as well as agencies providing services to youth and elderly populations.

For entitlement/consortia grantees: Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. (91.220(2))

See above.

MA-40 Barriers to Affordable Housing - 91.410, 91.210(e)

Describe any negative effects of public policies on affordable housing and residential investment

The City is preparing an Analysis of Impediments to Fair Housing Choice concurrently with the Consolidated Plan for 2025. This AI noted that as housing prices rise relative to income, the City must continue its work in creating conditions for efficient development of new housing stock.

Unleashing market-rate housing can ease pressure on housing costs down the economic spectrum, as higher-income residents are often attracted to newer developments and therefore do not displace incumbent residents or outbid lower-income competitors for existing housing stock. However, new building permits dropped significantly after 2021, according to the Pueblo Comprehensive Plan and the Housing Needs Assessment, updated in 2024.

To facilitate efficiency in developing new housing stock and helping residence afford housing, the City's action plan includes:

- Ensuring that municipal zoning ordinances relax restrictions on multifamily housing where appropriate, especially in infill areas
- Exploring land-use designations for high-density housing
- Decreasing construction costs by modernizing codes
- Reforming acquisition and disposition policies of city-owned real estate to encourage development
- Streamlining city/county coordination for speedier development processes

This is not a comprehensive list, but rather examples of the most targeted ways in which the City and County of Pueblo are working to update existing public policies and encourage residential investment over the next five years.

MA-45 Non-Housing Community Development Assets - 91.410, 91.210(f)

Introduction

The largest number of workers who live in the City, according to the Business Activity table below, are employed in Education and Health Care Services (26%). This is consistent with the types of employment opportunities available for City residents; major employers in the area include Colorado State University-Pueblo, Pueblo Community College, Colorado Technical University, Intellitec College, as well as St. Mary Corwin and Parkview Hospitals.

Economic Development Market Analysis

Business Activity

Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs less workers %
Agriculture, Mining, Oil & Gas Extraction	351	50	1	0	-1
Arts, Entertainment, Accommodations	5,143	5,468	16	18	2
Construction	2,514	1,350	8	4	-4
Education and Health Care Services	8,032	10,934	26	36	10
Finance, Insurance, and Real Estate	1,449	1,366	5	5	0
Information	424	423	1	1	0
Manufacturing	2,891	1,643	9	5	-4
Other Services	1,177	1,137	4	4	0
Professional, Scientific, Management Services	1,627	835	5	3	-2
Public Administration	0	0	0	0	0
Retail Trade	5,360	5,947	17	20	3
Transportation and Warehousing	1,059	433	3	1	-2
Wholesale Trade	1,174	617	4	2	-2
Total	31,201	30,203	--	--	--

Table 40 - Business Activity

Data Source: 2016-2020 ACS (Workers), 2020 Longitudinal Employer-Household Dynamics (Jobs)

Labor Force

Total Population in the Civilian Labor Force	49,085
Civilian Employed Population 16 years and over	45,320
Unemployment Rate	7.65
Unemployment Rate for Ages 16-24	20.56
Unemployment Rate for Ages 25-65	4.45

Table 41 - Labor Force

Data Source: 2016-2020 ACS

Occupations by Sector	Number of People
Management, business and financial	8,180
Farming, fisheries and forestry occupations	1,695
Service	5,995
Sales and office	10,715
Construction, extraction, maintenance and repair	4,405
Production, transportation and material moving	2,765

Table 42 – Occupations by Sector

Data Source: 2016-2020 ACS

Travel Time

Travel Time	Number	Percentage
< 30 Minutes	34,953	81%
30-59 Minutes	5,859	14%
60 or More Minutes	2,213	5%
Total	***43,025***	***100%***

Table 43 - Travel Time

Data Source: 2016-2020 ACS

Education:

Educational Attainment by Employment Status (Population 16 and Older)

Educational Attainment	In Labor Force		
	Civilian Employed	Unemployed	Not in Labor Force
Less than high school graduate	2,530	410	3,160

Educational Attainment	In Labor Force		
	Civilian Employed	Unemployed	Not in Labor Force
High school graduate (includes equivalency)	9,890	810	6,465
Some college or Associate's degree	14,750	1,045	5,760
Bachelor's degree or higher	9,115	250	1,975

Table 44 - Educational Attainment by Employment Status

Data Source: 2016-2020 ACS

Educational Attainment by Age

	Age				
	18–24 yrs	25–34 yrs	35–44 yrs	45–65 yrs	65+ yrs
Less than 9th grade	190	365	585	695	1,125
9th to 12th grade, no diploma	1,635	1,465	1,190	1,810	1,430
High school graduate, GED, or alternative	3,530	4,605	3,830	8,725	6,455
Some college, no degree	3,825	4,340	3,310	7,040	5,505
Associate's degree	645	1,885	1,560	3,465	1,570
Bachelor's degree	470	2,465	2,085	3,480	2,465
Graduate or professional degree	95	670	980	1,670	1,755

Table 45 - Educational Attainment by Age

Data Source: 2016-2020 ACS

Educational Attainment – Median Earnings in the Past 12 Months

Educational Attainment	Median Earnings in the Past 12 Months
Less than high school graduate	24,401
High school graduate (includes equivalency)	29,600
Some college or Associate's degree	32,281
Bachelor's degree	42,381
Graduate or professional degree	54,964

Table 46 – Median Earnings in the Past 12 Months

Data Source: 2016-2020 ACS

Based on the Business Activity table above, what are the major employment sectors within your jurisdiction?

The major employment sector within the City of Pueblo is Education and Health Care Services, providing 36% of the jurisdiction's jobs. Jobs in these sectors correspond to the presence of Colorado State

University-Pueblo, Pueblo Community College, Colorado Technical University, Intellitec College, and two school districts. In terms of health care employment, there are two major hospitals in the area, St. Mary Corwin and Parkview, as well as the Veterans Affairs Eastern Colorado Health Care System and the Colorado Mental Health Institute.

The Retail Trade, and Arts, Entertainment, and Accommodations Sectors are the next largest employment sectors, providing 20% and 18% of jobs within the City, respectively. There are several commercial centers in the City, ranging from the downtown area, with various shops, boutiques and services, to neighborhood commercial corridors that provide services and retail needs to residents that live nearby.

Describe the workforce and infrastructure needs of the business community:

The largest negative values in the Jobs Less Workers column of the Business Activity Table, which reflects an oversupply of labor for the sector (more workers than jobs), are within Manufacturing and Construction.

This indicates commuter populations working in these jobs, traveling from the City for opportunities in the manufacturing and construction sectors, which in turn indicates a shortage of these jobs within the City.

The largest positive value in the Jobs Less Workers column, which signifies importing workers, is within Education and Health Care Services. This indicates that workers are traveling to the City for opportunities in this sector, which in turn suggests a surplus of these jobs within the City.

The tables above indicate commute times have risen for a small percentage of the workforce: In 2020, 14% of commuters took 30-59 minutes to commute to work, and 5% took more than an hour -- an increase from the 2015 numbers, which were 13% and 4%, respectively. The majority took less than 30 minutes for their commute, indicating reasonable transportation infrastructure.

Describe any major changes that may have an economic impact, such as planned local or regional public or private sector investments or initiatives that have affected or may affect job and business growth opportunities during the planning period. Describe any needs for workforce development, business support or infrastructure these changes may create.

1) The Pueblo Community Health Center (PCHC) has built a 62,500 square foot medical clinic that includes health, mental health, pharmacy, and lab services. This $25 million project is in an LMI area of the City (East 8th Street/Lacrosse) and brought with it much-needed revitalization and economic stimulus.

2) Fomcore, a manufacturer of soft seating furniture, opened in 2024 at 200 Greenhorn Drive and added 85 jobs to Pueblo. The project included $1.74 from the city's half-cent sales tax fund, and a $10 million investment overall.

3) CR Minerals built a $15 million facility in Pueblo's St. Charles Industrial Park in 2017 as part of their Phase 1 development, and expanded their facility with approximately $11 million capital investment, adding eight new full-time jobs in 2023.

4) Evraz Rail Mill – Pueblo Urban Renewal issued $91 million in bonds to help construct Evraz's new $500 million Rail Mill, the first solar-powered steel mill in the country. The project broke ground in 2022 and provided for 1,100 jobs.

How do the skills and education of the current workforce correspond to employment opportunities in the jurisdiction?

The data in the above tables indicates an unemployment rate of 7.65% in Pueblo County in 2020, slightly below the national unemployment rate of 8.1% that year. Education attainment levels show the majority of employed individuals had some college or associates degree (14,750, or 30%), followed by high school diploma or equivalent (9,890, or 20.1%), then bachelor's degree (9,115, or 18.6%).

By far the largest positive value in the Jobs Less Workers column, which signifies importing workers, also occurred within Education and Health Care Services; this suggests that the current workforce does not have training or education that match the employment opportunities in the City, and that additional training or retraining opportunities are needed and/or may not be utilized by currently unemployed residents. While the biggest portion of employed individuals had some college or an associate's degree, these in-demand sectors often require a minimum of a bachelor's degree.

The Retail Trade, and Arts, Entertainment, and Accommodations Sectors are the next largest employment sectors, providing 20% and 18% of jobs within the City, respectively. These job categories are generally among the lower paid of the various categories.

Describe any current workforce training initiatives, including those supported by Workforce Investment Boards, community colleges and other organizations. Describe how these efforts will support the jurisdiction's Consolidated Plan.

Pueblo Corporate College's Mobile Learning Labs are sponsored through the U.S. Department of Labor, providing portable classrooms with instructors to deliver skills development and training.

Pueblo City-County Library District's Adult Learning Program provides adults (18 and up) with opportunities to increase basic skills in reading, writing, and math, prepare for High School Equivalency

(HSE) tests, learn English, improve/increase civic engagement, and develop the skills to transition to further education and jobs.

ReHire Colorado is a transitional employment program that is administered by Colorado Department of Human Services. The goal of ReHire Colorado is to help individuals with barriers to employment re-enter the workforce by combining wage-paid work, job skills training, and supportive services.

Does your jurisdiction participate in a Comprehensive Economic Development Strategy (CEDS)?

Yes

If so, what economic development initiatives are you undertaking that may be coordinated with the Consolidated Plan? If not, describe other local/regional plans or initiatives that impact economic growth.

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Discussion

MA-50 Needs and Market Analysis Discussion

Are there areas where households with multiple housing problems are concentrated? (include a definition of "concentration")

The City defines “concentration” as areas where high percentages in a census tract have one or more housing problems. The following data by census tract is based on housing quality indicators (selected conditions). Selected conditions include the following: (1) the lack of complete plumbing facilities, (2) the lack of complete kitchen facilities, (3) more than one person per room, and (4) cost burden greater than 30%.

The map below ("Concentration of Housing Problems") indicates areas where high concentrations of housing problems occur among low-income households.

Are there any areas in the jurisdiction where racial or ethnic minorities or low-income families are concentrated? (include a definition of "concentration")

For the purposes of this Consolidated Plan, concentration is defined as a census tract where a minority group’s population is ten percentage points higher in that census tract than its proportion in the City’s population.

The City’s population is 48.4% Hispanic. An area of concentration of Hispanic residents will be any Census tract that is at least 58.4% Hispanic. See the attached map ("Ethnicity Map 1") for population concentrations.

What are the characteristics of the market in these areas/neighborhoods?

Home values in these areas/neighborhoods tend to be lower than the City Median. In addition, the housing stock tends to be older (constructed prior to 1979), meaning that these neighborhoods tend to have concentrations of housing problems due to age-related deterioration and a corresponding need for rehabilitation.

Are there any community assets in these areas/neighborhoods?

The community assets include local businesses, parks and community facilities, multiple educational facilities, and several medical complexes. The following is a list of assets and resources in different neighborhoods.

<u>West Park/Hyde Park</u>

- Schools: Chavez Preparatory Academy/Dolores Huerta Academy, Charter School (K-8, High School)
- Irving Elementary School (D60)

- Medical: Park West Medical Center, Kaiser Permanente, Pueblo Cardiology Center
- Government: Social Security Office
- Recreational: YMCA, Wildhorse Park, Hyde Park Park
- Business: Realty Offices, Convenience Store, Dollar General, Carwash

Eastside

- Schools: Bradford and Parkview Elementary Schools, Fountain Magnet School, Risley Middle School (D60)
- Medical: Pueblo Community Health Center
- Recreation: Plaza Verde Park, Mitchell Park, El Centro Quinta Sol Park, Portland Park
- Business: Double J Meat Market, Laundry, Carwash, Vehicle Service Centers, Convenience Stores, Three Bars, Chicken and Cone, Locksmith, Pawn Shop.
- Library: Lucero Library
- Government: Food Pantry, Pueblo County Human Services – Weatherization and Commodities Offices

Bessemer

- Schools: Minnequa Elementary, Bessemer Elementary School, Central High School, John Newman Catholic School
- Medical: Saint Mary-Corwin Hospital
- Recreation: Bessemer Park, Stauter Field, Raigoza Park, Lake Minnequa Park and Open Space
- Business: Restaurants, used carsales, auto repair centers, carwash, bank, barber, Mountain States Communications, Evraz Steel Mill, ABC Rail, Gagliano's Market, Zolesman Bakery
- Government: none
- Community Development: NeighborWorks of Southern Colorado

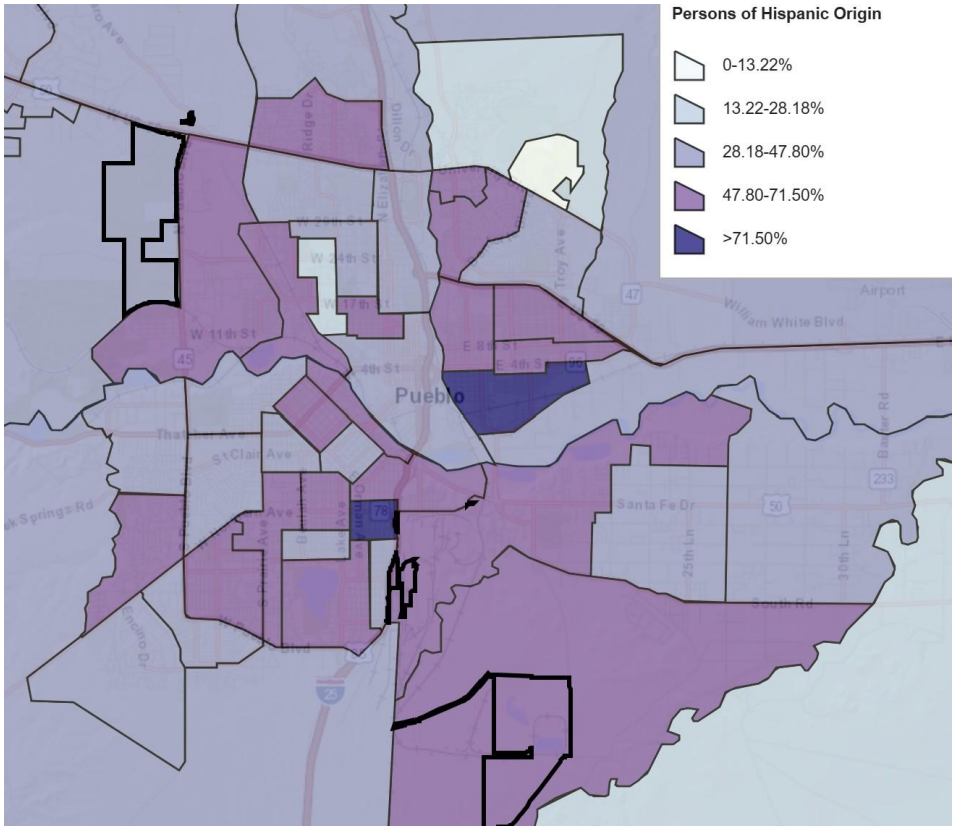
Belmont

- Schools: Spann, Franklin, and Belmont Elementary Schools, Heaton Middle School, East High School
- Medical: Rocky Mountain Eye Center, Health Solutions Medical Campus
- Recreational: Belmont Park, Drew Dix Park
- Library: Barkman Library
- Government: none
- Business: Belmont Shopping Center, Big R Ranch Supply, Save-A-Lot grocery, McDonalds, Wendy's, Subway, Walgreens, laundry, bank,

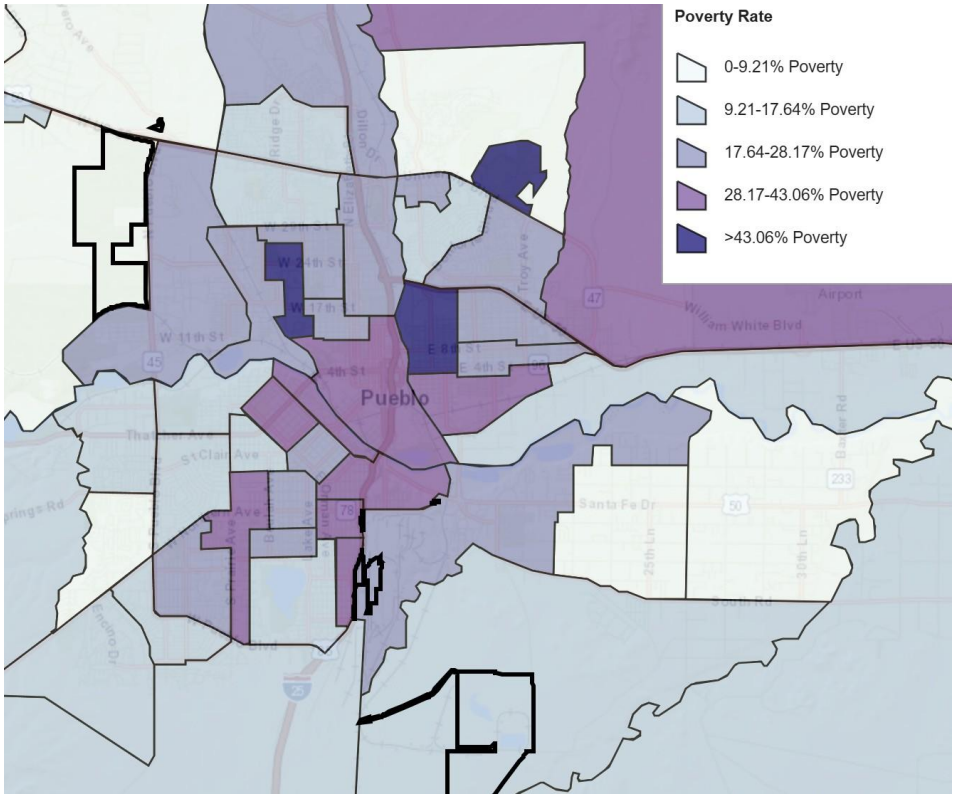
Are there other strategic opportunities in any of these areas?

Housing and transportation costs typically consume about half of the average household budget, offering a useful evaluative tool to determine strategic opportunities such as where to locate resources or facilities and areas of potential economic distress. In the City of Pueblo, the most significant housing issues are cost burden and severe cost burden. According to CHAS data, 14.2% of City households are cost burdened and 13.1% are severely cost burdened. Given a lack of decent, affordable housing options, the area's lower-income households often face a choice between deficient, substandard housing and cost burden.

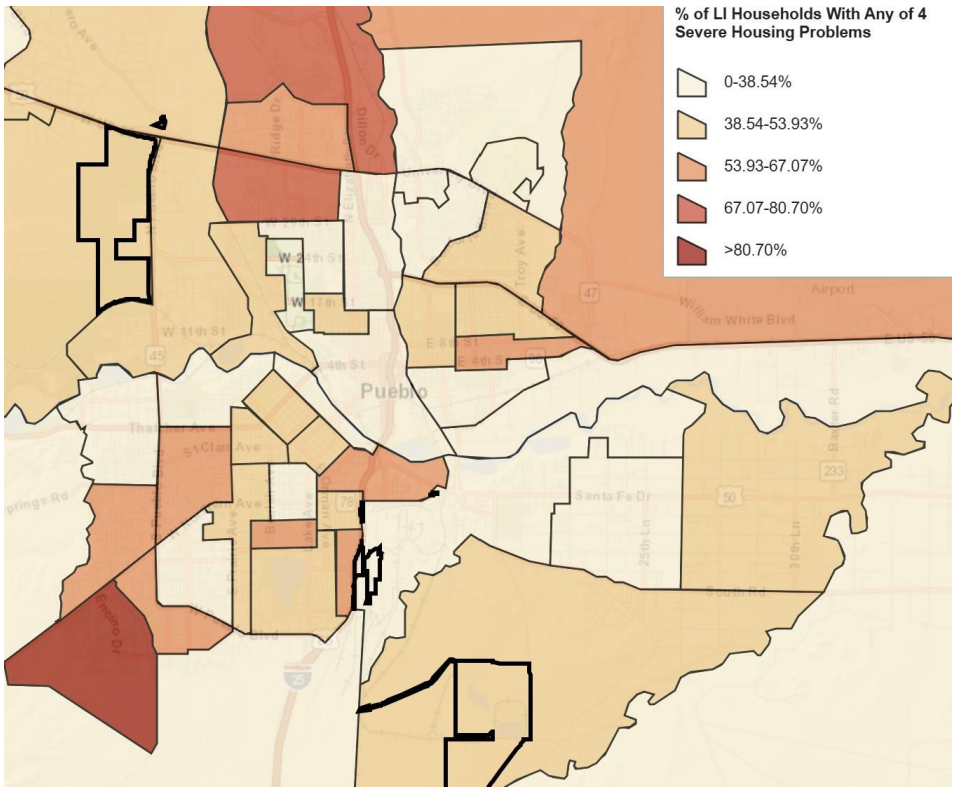
Information obtained during public meetings and the public survey indicate that low-income residents have problems accessing transportation and amenities, including employment centers, grocery stores, and childcare. These areas present strategic opportunities for residential, commercial and/or mixed-use development, including infrastructure and public facilities improvements.



Ethnicity map 1



Poverty concentration



Concentration of housing problems

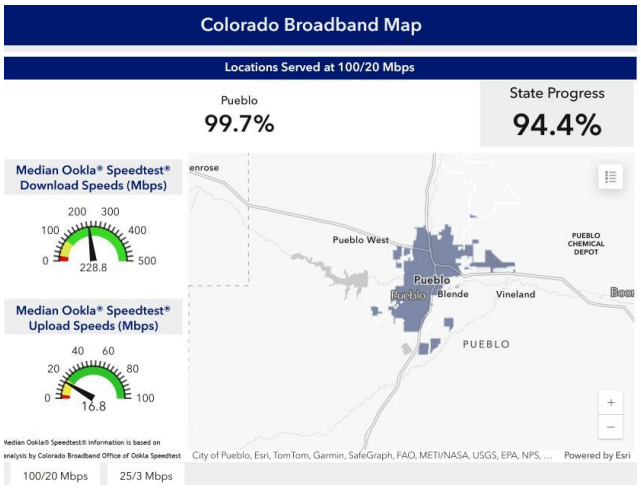
MA-60 Broadband Needs of Housing occupied by Low- and Moderate-Income Households - 91.210(a)(4), 91.310(a)(2)

Describe the need for broadband wiring and connections for households, including low- and moderate-income households and neighborhoods.

Broadband is accessible in 95.7% of Pueblo County and 99.7% of the city of Pueblo, according to the Colorado Broadband Office.

Describe the need for increased competition by having more than one broadband Internet service provider serve the jurisdiction.

The city of Pueblo's website lists its internet providers as: AT&T, Xfinity, CenturyLink, HughesNet, and T-Mobile Fiber. According to ACS data from 2023, 85.1% of households have an internet subscription. That percentage is lower than the national rate of 91.2%, indicating that although Pueblo has a variety of internet providers, and broadband is almost universally available in the county and city, residents may struggle to afford internet in their homes.



Pueblo Broadband

MA-65 Hazard Mitigation - 91.210(a)(5), 91.310(a)(3)

Describe the jurisdiction's increased natural hazard risks associated with climate change.

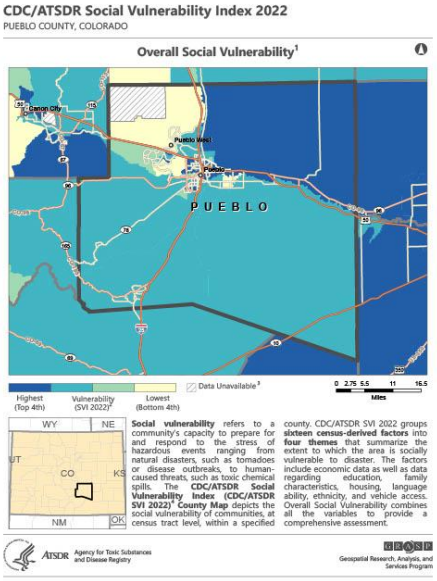
The Emergency Services Bureau of the Pueblo County Sheriff's Office updated its legally mandated Natural Hazard Mitigation Plan for Pueblo County, Colorado in 2024. The plan identified hazard risk/vulnerability rankings of potential hazards for Pueblo County and its jurisdictions, including the City of Pueblo. Thunderstorms, lightning, and wildland fires were identified as potential natural hazards with a very high likelihood of occurrence. Droughts, floods, hailstorms, tornados, and zoonotic disease were also identified as potential hazards with a high likelihood of occurrence. The hazards listed are common to the high plains desert, but climate change may affect the frequency of such conditions.

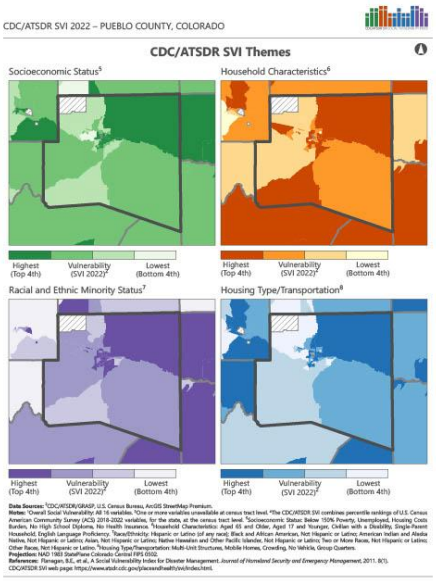
Describe the vulnerability to these risks of housing occupied by low- and moderate-income households based on an analysis of data, findings, and methods.

In all of these cases, damage or loss sustained as a result of the disaster is likely to leave low-income households less likely to have resources or access to resources to aid in resiliency and recovery. Social vulnerability refers to populations that are particularly vulnerable to disruption and health problems as a result of natural disasters, human-made disasters, climate change, and extreme weather.

The Hazard Overview below utilizes the Social Vulnerability Index (SVI), updated in 2022, to help flag areas that will be in greatest need of support and recovery assistance in the case of a disaster or extreme weather event. The index is comprised of four categories of vulnerability—socioeconomic status, household composition and disability, minority status and language, and housing and transportation. Areas with high and moderate to high social vulnerability may not have adequate funds to evacuate before or recover from a disaster. Much of the northeast quadrant of the county is designated as high-risk, as are a number of neighborhoods within the city. High risk areas correspond to the following neighborhoods:

- Northwest - Park West, Hyde Park
- Central and Eastern – Northside, Downtown, Grove
- Southeast - Bessemer and Lake Minnequa
- Northeast – Belmont, Eastwood Heights, East Side, Lower East Side





Hazard Overview 1

Strategic Plan

SP-05 Overview

Strategic Plan Overview

The following Strategic Plan identifies funding priorities and program goals in which the City will invest over the next five years. The goals were developed based upon public and key stakeholder input and quantitative data from the Needs Assessment and Market Analysis. The identified priorities include:

- Affordable Housing
- Public Services, including Services for Homelessness
- Public Infrastructure and Facilities
- Economic Development and Community Revitalization
- Fair Housing Education and Outreach
- Administration and Planning

SP-10 Geographic Priorities - 91.415, 91.215(a)(1)

Geographic Area

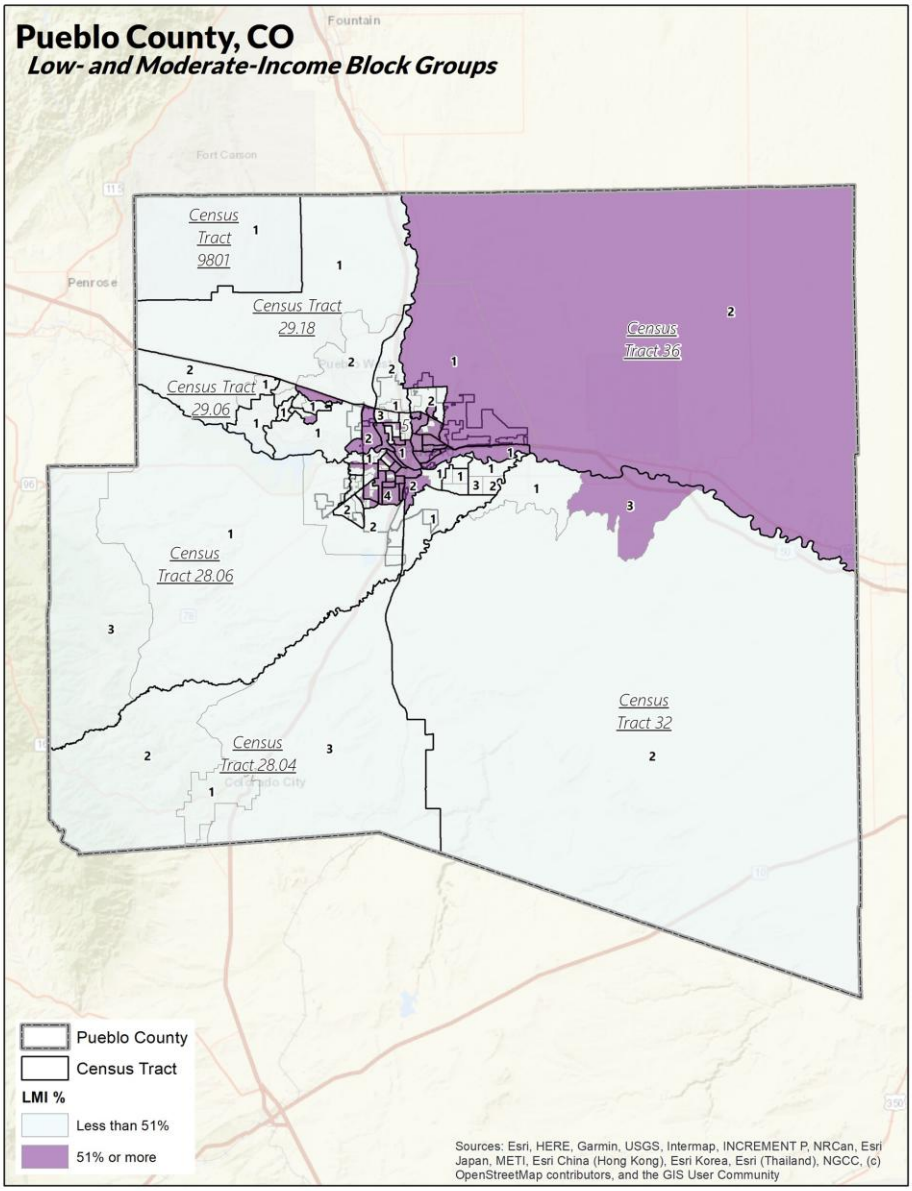
Table 47 - Geographic Priority Areas

1	**Area Name:**	Citywide
	Area Type:	Other
	Other Target Area Description:	Other
	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	
	Include specific housing and commercial characteristics of this target area.	
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	
	Identify the needs in this target area.	
	What are the opportunities for improvement in this target area?	
	Are there barriers to improvement in this target area?	
2	**Area Name:**	Countywide
	Area Type:	Other
	Other Target Area Description:	Other
	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	
	Include specific housing and commercial characteristics of this target area.	
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	
	Identify the needs in this target area.	
	What are the opportunities for improvement in this target area?	
	Are there barriers to improvement in this target area?	

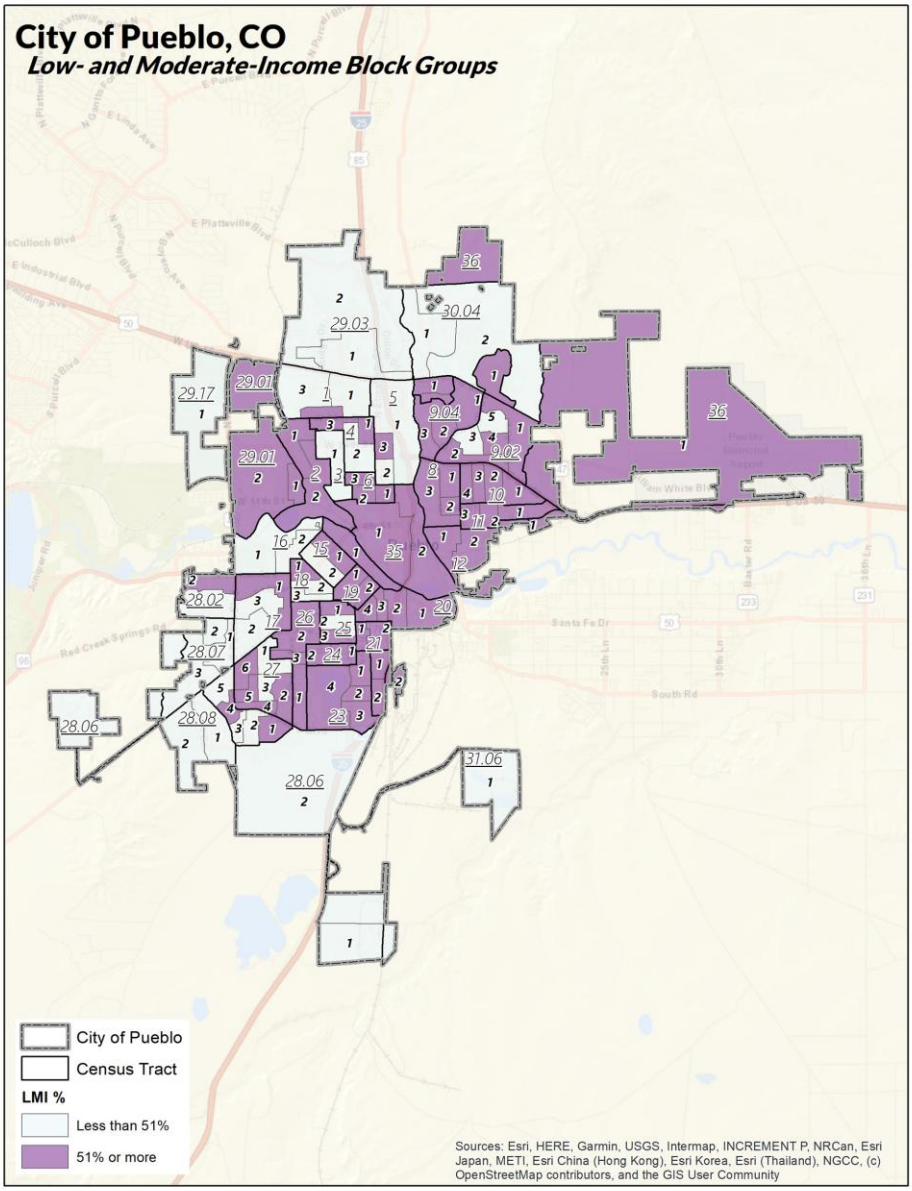
General Allocation Priorities

Describe the basis for allocating investments geographically within the state

There are no specially identified target areas for allocating CDBG and HOME resources. CDBG funds will be expended within the City of Pueblo while HOME funds will be used citywide as well as in the County. HOME funds are divided between the City and County. City HOME funds are spent within the City while County funds could be spent in either the City or County depending on the projects being funded. The following maps, created using low- and moderate-income data from HUD, indicates the CDBG-eligible areas within the County and City where at least 51% of the population qualifies as low- or moderate-income.


Pueblo County, CO
Low- and Moderate-Income Block Groups
Fountain
Fort Carson
Penrose
Census Tract 9801
Census Tract 29.18
Census Tract 29.06
Census Tract 36
Census Tract 28.06
Census Tract 28.04
Census Tract 32
Pueblo County
Census Tract
LMI %
Less than 51%
51% or more
Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

LMI Map


City of Pueblo, CO
Low- and Moderate-Income Block Groups
City of Pueblo
Census Tract
LMI %
Less than 51%
51% or more
Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

LMI Map 2

SP-25 Priority Needs - 91.415, 91.215(a)(2)

Priority Needs

Table 48 – Priority Needs Summary

1	**Priority Need Name**	Affordable Housing
	Priority Level	High
	Population	Extremely Low Low Moderate Middle Large Families Families with Children Elderly Public Housing Residents Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse veterans Persons with HIV/AIDS Victims of Domestic Violence Unaccompanied Youth Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence
	Geographic Areas Affected	Other
	Associated Goals	Acquisition and rehabilitation of housing Financial assistance to renters and owners New construction of affordable housing Preserve existing affordable units (rehab)

	Description	This priority need include: acquisition and rehabilitation of housing, rehabilitation/reconstruction of single and multi-family housing; energy efficiency improvements; accessibility modifications; lead based paint hazard testing and abatement; housing services including down payment assistance and/or and homebuyer education programs; Minor Repairs; new construction of single and multi-family housing; acquisition and disposition of property; and preservation of affordable units.
	Basis for Relative Priority	High housing costs reduce economic opportunities and access to prosperity. The NA section reveals high rates of cost burden and severe cost burden among lower-income households as well as older housing stock that is in need of repairs and rehabilitation.
2	**Priority Need Name**	Public Services including Services for Homeless
	Priority Level	High
	Population	Extremely Low Low Moderate Middle Large Families Families with Children Elderly Public Housing Residents Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse veterans Persons with HIV/AIDS Victims of Domestic Violence Unaccompanied Youth Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence Non-housing Community Development

	Geographic Areas Affected	Other
	Associated Goals	Provide housing and services to homeless Provide public services to non-homeless population
	Description	Housing and services for homeless and near homeless include outreach, emergency, transitional and permanent supportive housing, Rapid Re-Housing, supporting services and rental assistance Other public services that are needed include: housing and services for persons with HIV/AIDS; services for persons with physical, developmental and/or intellectual disabilities; employment and workforce development; screening for lead-based paint hazards; housing counseling; neighborhood clean-up programs; crime awareness and prevention programs; transportation; health and mental health services; services for persons recovering from addiction; youth programs, food banks and other food-related services; childcare and related services; senior programs and related services; legal services; and financial literacy.
	Basis for Relative Priority	There continues to be a need for services that improve conditions and/or opportunities for the elderly, youth, low-income persons, persons with HIV/AIDS, and other vulnerable populations.
3	**Priority Need Name**	Public Infrastructure and Facilities
	Priority Level	High
	Population	Extremely Low Low Moderate Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Non-housing Community Development
	Geographic Areas Affected	Other
	Associated Goals	Improve and maintain public infrastructure and fac

	Description	Public facilities include neighborhood facilities, parks/recreation facilities, parking facilities, senior and youth facilities, childcare facilities, job training facilities, cultural facilities, non-residential historic preservation, and homeless facilities. Public infrastructure includes: street and sidewalk improvements including lighting and streetscaping, water and sewer improvements, flood drainage improvements, solid waste management improvements.
	Basis for Relative Priority	Based on physical inspection and interviews conducted during consultation process, existing public facilities and infrastructure needs upgrading and expansion.
4	**Priority Need Name**	Economic Development and Community Revitalization
	Priority Level	High
	Population	Extremely Low Low Moderate
	Geographic Areas Affected	Other
	Associated Goals	Economic development Eliminate slum and blighting influences
	Description	Possible activities include: workforce and economic development, façade improvement programs, micro-enterprise assistance, demolition of vacant and dilapidated structures that pose a threat to health and safety, code enforcement, and graffiti removal programs. The City of Pueblo intends to apply for a Section 108 Guaranteed Loan to finance a large blight removal project in 2026.
	Basis for Relative Priority	Areas within the City need revitalization to improve the environments and to promote economic growth and activity.
5	**Priority Need Name**	Administration and Planning
	Priority Level	High

	Population	Extremely Low Low Moderate Families with Children Elderly Public Housing Residents Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse veterans Persons with HIV/AIDS Victims of Domestic Violence Unaccompanied Youth Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence Non-housing Community Development
	Geographic Areas Affected	Other Other
	Associated Goals	Fair housing education and outreach Planning and administration of federal programs
	Description	Planning and administration is required for the successful implementation of CDBG (citywide) and HOME (countywide) programs as well as education and outreach on fair housing to affirmatively further fair housing choice.
	Basis for Relative Priority	It is critical to properly administer federal programs and to promote fair housing choice.

Narrative (Optional)

The above table provides a framework for priorities, needs and goals to address the Pueblo's identified needs during the next five years. The final determination on funded activities will occur during the review process for the prioritization of projects.

The priorities presented were developed by:

- Weighing the severity of the need among all groups and sub-groups
- Analyzing current social, housing, and economic conditions
- Analyzing the relative needs of low and moderate income families
- Assessing the resources likely to be available over the next five years, and
- Evaluating input from stakeholder discussions, public surveys, City department staff and public hearings.

Priorities were established using the following definitions:

- **High** priorities are those activities that will be considered first for funding with CDBG resources.
- **Low** priorities are those activities that will be considered after high-priority projects if CDBG resources are available.

Low priority activities are still important and are not meant to be understood as being unnecessary. The City has identified a limited number of priorities to provide a focus for activities that will be funded in the next five years. If additional funding becomes available, then it is possible that low priority activities will be funded.

For projects that address a high priority need, the City will base funding decisions on the capacity of the sub-recipient (if applicable), the type of project, the potential to leverage federal funds with other resources, the anticipated impact of the project and the reasonableness of the proposed budget. Once projects that address high priorities are acted upon the City will then review projects and activities to meet low priorities.

SP-30 Influence of Market Conditions - 91.415, 91.215(b)

Influence of Market Conditions

Affordable Housing Type	Market Characteristics that will influence the use of funds available for housing type
Tenant Based Rental Assistance (TBRA)	The need for tenant Based Rental Assistance for eligible households is demonstrated by the prevalence of cost burden and severe cost burden in the Needs Assessment section. The types of households most in need of rental assistance are extremely low-income renters (0%-30% MFI) and low-income renters (31-50% MFI). Also included in this "worst-case" situation would be those renter households who are threatened with homelessness. The waiting lists of qualified applicants for public housing, Housing Choice Vouchers, and other subsidized housing units across the City attest to the need for rental subsidy programs and expanding them whenever possible. Additionally, in recent years, the increasing economic barriers to homeownership have exerted pressure on the rental market.
TBRA for Non-Homeless Special Needs	The local housing market provides an inadequate supply of rental housing affordable and suitable to special-needs populations, particularly the elderly and persons with disabilities and/or substance abuse issues. Generally, special needs households are more likely to have very low incomes and experience associated housing problems, and the cost of appropriate housing and supportive services can be prohibitive.
New Unit Production	The competitive market makes a strong case for the need to create additional units of affordable housing, especially in configurations that meet the needs identified in this plan. Another compelling reason for public investment in new construction is the policy impact it allows the City to have in neighborhood development, as site selection can advance the aim of affirmatively furthering fair housing, as well as long-range goals identified in the Comprehensive Plan.
Rehabilitation	Protection of the housing stock through rehabilitation helps to stabilize neighborhoods, eliminate blighting influences, and preserve the local tax base. With the majority of the City's housing stock constructed prior to 1979, there is a considerable need for housing rehabilitation.
Acquisition, including preservation	Extending the affordability restrictions on developments for which they already exist is among the most effective means of preserving the existing inventory of affordable housing. The City will continue to monitor upcoming expiring contracts to identify opportunities for this type of investment and strategies for preservation.

Table 49 – Influence of Market Conditions

SP-35 Anticipated Resources - 91.420(b), 91.215(a)(4), 91.220(c)(1,2)

Introduction

Currently, the City receives CDBG and HOME funds for housing construction, rehabilitation initiatives, community and economic development and public services. These funding sources are expected to be available over the next five years. The City will also receive CDBG-CV funds to prevent, prepare for and respond to the pandemic.

In 2026, the City of Pueblo anticipates submitting an application to HUD for up to $7,200,000 in Section 108 Loan Guarantee authority to finance the project management, demolition, and site clearance of up to 60 severely blighted residential structures and three commercial buildings located predominantly in low- and moderate-income neighborhoods. This targeted removal of slum and blight will eliminate significant health and safety hazards, reduce crime, and prepare the sites for future redevelopment consistent with the City's goals of neighborhood revitalization and economic opportunity. The project will meet the Slum/Blight Area Basis (SBA) national objective on an area-wide basis and the Low/Mod Area Benefit (LMA) objective. The City is working closely with the Pueblo Urban Renewal Authority and will be utilizing Tax Increment Financing as a method of repayment, but the City's future CDBG allocations will also be pledged as a method of future repayment.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	1,432,469	0	0	1,432,469	5,729,876	The expected amount remaining is four times the year 1 allocation assuming that the level of funding remains the same.Prior year CDBG resources include PY2016 ($309,795) and PY2017 ($59,715).
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	877,545	0	0	877,545	3,510,181	The expected amount remaining is four times the year 1 allocation assuming that the level of funding remains the same.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG – Section 108 Loan Guarantee Program	Public-federal	Demolition of spot-blight for both residential and commercial throughout Pueblo's low-mod areas	$7,162,345	$0.00	$0.00	$7,162,345.	$0.00	The final amount of funding expected depends on the application and award for Section 108 funding, up to five times the current award level, which would be $7,162,345.00. This one-time allocation would be repaid over 20 years and is expected to demolish 60 residential buildings and 3 commercial buildings.

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Table 50 - Anticipated Resources

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City and County currently fund over 40 non-profit agencies through the Community Services Advisory Commission (CSAC) and other processes. The CSAC group, which funds the majority of these non-profit organizations, makes funding recommendations to the governing bodies. Over $4 million in general funds have been granted to local agencies that serve the Pueblo community in 2024 alone. These are general revenue funds, and allocations are made during the yearly budget process. Based on historical funding, over $20 million will be made available to local non-profits over the next five years.

The City and County of Pueblo as the Pueblo Consortium matches the HOME Investment Partnership Act grant with general funds. HOME funds are leveraged well with public/private partnerships, such as Low-Income Housing Tax Credits or other equity mechanisms. In addition the Consortium will use qualifying affordable housing expenditures made by each entity as match and has some funds that it carries forward from prior years. Leveraging of private and non-federal resources will be sought whenever possible.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Discussion

SP-40 Institutional Delivery Structure - 91.415, 91.215(k)

Explain the institutional structure through which the jurisdiction will carry out its consolidated plan including private industry, non-profit organizations, and public institutions.

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
Pueblo County Housing & Human Services Department	Government	Non-homeless special needs Ownership Public Housing public services	Jurisdiction
POSADA, INC	Non-profit organizations	Homelessness	Jurisdiction
Catholic Charities, Diocese of Pueblo, Inc.	Non-profit organizations	Non-homeless special needs public services	Jurisdiction
Housing Authority of the City of Pueblo	PHA	Public Housing	Jurisdiction
Pueblo Urban Renewal Authority	Quasi-governmental entity	Blight Removal	Jurisdiction

Table 51 - Institutional Delivery Structure

Assess of Strengths and Gaps in the Institutional Delivery System

The greatest gap in meeting the City's housing and community development needs is the reduced capacity of many agencies, given funding limitations in recent years, to carry out their work to the extent that is needed. Additionally, the complexity of cases has increased over the past 5-10 years and additional resources are needed to stabilize individuals and households that are touching multiple systems (i.e. justice system, homeless system, mental health, and substance abuse, etc.). Reductions in workforce and the scope of projects and programs resulting from the dwindling of resources pose a serious challenge to meeting escalating demand for affordable housing and related services. Additionally, a greater degree of coordination is needed to ensure that the wide-ranging efforts of housing and service providers most effectively meet the community's most critical needs.

Availability of services targeted to homeless persons and persons with HIV and mainstream services

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
Homelessness Prevention Services			
Counseling/Advocacy	X	X	X
Legal Assistance	X	X	X
Mortgage Assistance	X		

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
Homelessness Prevention Services			
Rental Assistance	X	X	X
Utilities Assistance	X		
Street Outreach Services			
Law Enforcement		X	
Mobile Clinics			
Other Street Outreach Services	X	X	
Supportive Services			
Alcohol & Drug Abuse	X	X	X
Child Care	X		
Education	X	X	
Employment and Employment Training	X		
Healthcare	X	X	X
HIV/AIDS	X	X	X
Life Skills	X	X	X
Mental Health Counseling	X	X	X
Transportation	X		
Other			
	X		

Table 52 - Homeless Prevention Services Summary

Describe how the service delivery system including, but not limited to, the services listed above meet the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth)

There are several shelter resources available for persons experiencing homelessness including: The Pueblo Shelter, The Right Place, Posada, and the YWCA. In addition to these housing options, there is a wide variety of service providers working with persons experiencing homelessness or who are at risk of homelessness. Providers range from government entities to faith-based organizations and non-profit agencies. CDBG public service funds have been used in the past – and will be used in the 2025-2029 Consolidated Plan - to assess and meet the needs of persons experiencing homelessness.

Describe the strengths and gaps of the service delivery system for special needs population and persons experiencing homelessness, including, but not limited to, the services listed above

Pueblo is not an ESG entitlement grantee and uses CDBG funds to assist in meeting the needs of persons experiencing homelessness or who are at risk of homelessness. In instances where government entities provide services directly, there are fewer gaps in the institutional delivery structure. City agencies collaborate with other City entities on a regular basis and can ensure the delivery of services. In

addition, when a non-profit agency receives public funding such as CDBG as a subrecipient, the City has greater control and influence in ensuring consistency in services and a more seamless approach. Gaps exist, therefore, for two primary reasons: 1) the City does not have control over the activities of the non-government agencies that are not receiving public dollars, and the agency is not obligated to provide services in a manner consistent with the Consolidated Plan, and 2) there is a general lack of funding to provide the level of service needed to meet the demand. As a result, individual cases get prioritized which necessarily means that some needs are unmet.

Provide a summary of the strategy for overcoming gaps in the institutional structure and service delivery system for carrying out a strategy to address priority needs

The City of Pueblo is committed to the continued coordination of all Anti-Poverty and Community Development initiatives. The City has entered into several intergovernmental agreements with other entities such as Pueblo County to administer the CSAC process, which allocates general revenue funds from both entities to non-profit agencies and economic development organizations that enhance the quality of life in the community.

In 2024, the City of Pueblo took over operations of the City's only homeless shelter after the non-profit organization that owned and operated the shelter abruptly dissolved. The City intends to retain long-term ownership to ensure stability and partner with a shelter operator for day-to-day onsite activities.

Another local group is the Pueblo Business Economic Recovery Team (BERT). This is a collaboration between local government, chambers of commerce, and economic development-focused agencies who came together to develop resources, support messaging, and positively impact local businesses during the COVID-19 pandemic. Various BERT sub-committees are connecting businesses that need different types of assistance with individuals and organizations that can help. Types of assistance include financial, marketing and management consulting.

The City will continue:

- Soliciting input from community stakeholders.
- Prioritizing interdepartmental coordination.
- Collaborations and partnerships with non-city organizations for planning and program implementation purposes; and
- Exploring opportunities for funding to carry out portions of the Consolidated Plan not funded through CDBG or HOME funds.

SP-45 Goals - 91.415, 91.215(a)(4)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Preserve existing affordable units (rehab)	2025	2029	Affordable Housing	Citywide Countywide	Affordable Housing	CDBG: $500,000 HOME: $500,000	Rental units rehabilitated: 10 Household Housing Unit Homeowner Housing Rehabilitated: 80 Household Housing Unit
2	New construction of affordable housing	2025	2029	Affordable Housing	Citywide Countywide	Affordable Housing	HOME: $2,200,000	Rental units constructed: 23 Household Housing Unit Homeowner Housing Added: 8 Household Housing Unit
3	Acquisition and rehabilitation of housing	2025	2029	Affordable Housing	Citywide Countywide	Affordable Housing	HOME: $1,100,000	Homeowner Housing Rehabilitated: 3 Household Housing Unit
4	Financial assistance to renters and owners	2025	2029	Affordable Housing	Citywide	Affordable Housing	CDBG: $50,000 HOME: $450,000	Public service activities for Low/Moderate Income Housing Benefit: 15 Households Assisted Tenant-based rental assistance / Rapid Rehousing: 85 Households Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
5	Provide housing and services to homeless	2025	2029	Affordable Housing Homeless	Citywide	Public Services including Services for Homeless	CDBG: $650,000	Public service activities other than Low/Moderate Income Housing Benefit: 2500 Persons Assisted Public service activities for Low/Moderate Income Housing Benefit: 20 Households Assisted
6	Provide public services to non-homeless population	2025	2029	Affordable Housing Non-Homeless Special Needs Non-Housing Community Development	Citywide	Public Services including Services for Homeless	CDBG: $300,000	Public service activities other than Low/Moderate Income Housing Benefit: 500 Persons Assisted
7	Improve and maintain public infrastructure and fac	2025	2029	Non-Housing Community Development	Citywide	Public Infrastructure and Facilities	CDBG: $2,775,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 2750 Persons Assisted
8	Economic development	2025	2029	Non-Housing Community Development	Citywide	Economic Development and Community Revitalization	CDBG: $300,000	Jobs created/retained: 25 Jobs

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
10	Eliminate slum and blighting influences	2025	2029	Affordable Housing Non-Housing Community Development	Citywide	Economic Development and Community Revitalization	CDBG: $~~1,000,000~~ $8,200,000	Buildings Demolished: ~~12~~65 Buildings
11	Planning and administration of federal programs	2025	2029	Affordable Housing Public Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	Citywide Countywide	Administration and Planning	CDBG: $1,375,000 HOME: $460,000	Other: 11 Other
12	Fair housing education and outreach	2025	2029	Fair Housing	Citywide	Administration and Planning	CDBG: $25,000	Other: 10 Other

Table 53 – Goals Summary

Goal Descriptions

1	**Goal Name**	Preserve existing affordable units (rehab)
	Goal Description	Rehabilitation/reconstruction of single and multi-family housing; energy efficiency improvements; accessibility modifications; lead based paint hazard testing and abatement; minor repairs; and preservation of affordable units. HOME assistance to rental units rehabilitatied will serve: (4) households at or below 30% AMI, (4) households at or below 50% AMI, and (2) households at or below 60% AMI.
2	**Goal Name**	New construction of affordable housing
	Goal Description	New construction of HOME affordable rental housing units (13) Units at or below 50% AMI (10) Units at or below 60% AMI but below greater than 50% AMI HOME assisted new construction of homeowner housing on infill lots will serve eight households beow 80% AMI.
3	**Goal Name**	Acquisition and rehabilitation of housing
	Goal Description	Acquisition and rehabilitation of housing HOME assistance: (3) Acquisition Rehab projects assisting households below 80% AMI.
4	**Goal Name**	Financial assistance to renters and owners
	Goal Description	Housing services including down payment assistance and/or and homebuyer education programs, Tenant Based Rental Assistance, security deposit assistance and other financial supports to increase access to decent affordable housing. HOME TBRA will serve the following households: (40) ELI households - below 30% AMI (35) LI households - below 50% AMI (10) MI households - below 60% AMI
5	**Goal Name**	Provide housing and services to homeless
	Goal Description	Housing and services for homeless and near homeless include outreach, emergency, transitional and permanent supportive housing, Rapid Re-Housing, supporting services and rental assistance

6	**Goal Name**	Provide public services to non-homeless population
	Goal Description	Other public services that are needed include: housing and services for persons with physical, developmental and/or intellectual disabilities; employment and workforce development; screening for lead-based paint hazards; housing counseling; neighborhood clean-up programs; transportation; health and mental health services; services for persons recovering from addiction; youth programs, food banks and other food-related services; childcare and related services; senior programs and related services; legal services; and financial literacy.
7	**Goal Name**	Improve and maintain public infrastructure and fac
	Goal Description	Public facilities include neighborhood facilities, parks/recreation facilities, parking facilities, senior and youth facilities, childcare facilities, job training facilities, cultural facilities, non-residential historic preservation, and homeless facilities. Public infrastructure includes: street and sidewalk improvements including lighting and streetscaping, water and sewer improvements, flood drainage improvements, solid waste management improvements.
8	**Goal Name**	Economic development
	Goal Description	Includes activities such as workforce and other economic development initiatives.
10	**Goal Name**	Eliminate slum and blighting influences
	Goal Description	Demolition of vacant and dilapidated structures that pose a threat to health and safety, code enforcement, and graffiti removal programs as well as facade improvement projects.
11	**Goal Name**	Planning and administration of federal programs
	Goal Description	Planning and administration is required for the successful implementation of CDBG and HOME programs.
12	**Goal Name**	Fair housing education and outreach
	Goal Description	Education and outreach on fair housing to affirmatively further fair housing choice.

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.315(b)(2)

Over the next five years, the City expects to assist the following extremely low-income (ELI, 0-30% AMI), low-income (LI, 31-50% AMI) and moderate-income (MI, 51-80% AMI) households using HOME dollars:

- TBRA – 20 ELI, 35 LI, 10 MI
- New Rental Unit Construction – 13 LI, 10 MI
- Acquisition Rehab serving homeowners – 3 MI
- Rental Rehabilitation – 4 ELI, 4 LI, 2 MI
- Homebuyer/In-fill Program – 8 MI
- HOME-AARP - Acquire non-congregate shelters, 20 ELI

SP-50 Public Housing Accessibility and Involvement - 91.415, 91.215(c)

Need to Increase the Number of Accessible Units (if Required by a Section 504 Voluntary Compliance Agreement)

The Housing Authority of the City of Pueblo fully meets the requirements of Section 504. There are 44 accessible units among the 689 units of public housing.

Activities to Increase Resident Involvements

The Housing Authority of the City of Pueblo (HACP) recognized that empowering residents fosters stronger neighborhoods, enhances quality of life, and ensures that programs truly meet the needs of those they serve. Through various initiatives such as Resident Councils, the Resident Advisory Board and the Family Self-Sufficiency Program – HACP provides structured avenues to make their voices heard, influence policies, and take meaningful steps toward personal and community growth.

Resident Council and Resident Advisory Board serves as a critical bridge between tenants and housing management, providing a platform for open dialogue for collaborating with HACP to drive meaningful change by providing input on program implementation. The Resident Advisory board strengthens the connection between HACP and the residents and ensures that resident concerns are prioritized in decision-making

HACP also administers the Family Self-Sufficiency Program, which is a five-year voluntary program for participants in both the Housing Choice Voucher and the Public Housing programs. The program is designed to help individuals with improving their economic status by reducing their dependence on public assistance.

The Family Self Sufficiency Coordinator will assist with developing an individualized plan leading to self-reliance and identifying the steps and activities that need to be taken to reach those goals.

There are various referrals to supportive social services such as childcare, job preparation, credit counseling, education, home ownership, transportation, and vocational training.

This initiative is designed to equip the resident with the tools needed to break the cycles of poverty and build a foundation for future success.

Is the public housing agency designated as troubled under 24 CFR part 902?

No

Plan to remove the 'troubled' designation

Not applicable as HACP is not designated as “troubled” under 24 CFR Part 902.

SP-55 Strategic Plan Barriers to Affordable Housing - 91.415, 91.215(h)

Barriers to Affordable Housing

The City is preparing an Analysis of Impediments to Fair Housing Choice concurrently with the Consolidated Plan for 2025. This AI noted that as housing prices rise relative to income, the City must continue its work in creating conditions for efficient development of new housing stock.

Unleashing market-rate housing can ease pressure on housing costs down the economic spectrum, as higher-income residents are often attracted to newer developments and therefore do not displace incumbent residents or outbid lower-income competitors for existing housing stock. However, new building permits dropped significantly after 2021, according to the Pueblo Comprehensive Plan and the Housing Needs Assessment, updated in 2024.

To facilitate efficiency in developing new housing stock and helping residence afford housing, the City's action plan includes:

- Ensuring that municipal zoning ordinances relax restrictions on multifamily housing where appropriate, especially in infill areas
- Exploring land-use designations for high-density housing
- Decreasing construction costs by modernizing codes
- Reforming acquisition and disposition policies of city-owned real estate to encourage development
- Streamlining city/county coordination for speedier development processes

This is not a comprehensive list, but rather examples of the most targeted ways in which the City and County of Pueblo are working to update existing public policies and encourage residential investment over the next five years.

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Strategy to Remove or Ameliorate the Barriers to Affordable Housing

The following list is not intended to be exhaustive. However, the following are some identified strategies to overcome barriers to affordable housing:

- Invest CDBG and HOME funds in improvements/rehabilitation of existing housing and development of affordable housing
- In the zoning regulatory update, explore relaxation on restrictions of multifamily zoning, particularly in infill areas
- Modernize codes to facilitate affordable construction
- Speed up development with more streamlined coordination/communication between county and city departments
- Create more public-private partnerships for demolition of unsafe or blighted housing & new construction
- Explore stricter codes to prevent further neglect of existing properties so those buildings can remain a source of safe, affordable housing

SP-60 Homelessness Strategy - 91.415, 91.215(d)

Describe how the jurisdiction's strategic plan goals contribute to:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The Pueblo CoC, which is part of the Colorado Balance of State, has a long-term goal of decreasing the number of persons experiencing homelessness by moving individuals and families from homelessness into permanent housing. To achieve this objective, the CoC meets regularly to monitor, discuss ongoing needs and issues that affect those impacted by homelessness. Health Solutions serves as the lead CoC agency and provides outreach to assess the individual needs of those experiencing homelessness. The CoC is engaging in the Built for Zero campaign, which is an approach that seeks to end homelessness using a By-Names list for each subcategory (i.e. veterans, families, etc.). After first implementing the model in 2021, CoC has continued its efforts to address homelessness statewide.

Addressing the emergency and transitional housing needs of homeless persons

The City of Pueblo acquired the City's only overnight emergency shelter in 2024 after the non-profit ownership dissolved. The City has put in significant investment to ensure the shelter remains in operation and is dedicated to the long-term success as the owner and operator. Additionally, eight units of non-congregate shelters will be installed by December 31, 2025 at this site, allowing a private sheltering option for persons with disabilities, youth, or other special needs.

Several other area nonprofits and a special unit located in the City of Pueblo Police Department provide homeless outreach to local camps and areas of town where the need is high. The teams includes medical and mental health professionals; veterans' representatives; retired Medevac personnel and law enforcement. Resources and referrals, which include shelter, are provided to individuals and families.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

Funding has been and remains the primary obstacle to the expansion of housing and services to persons and families experiencing homelessness and to those who are at risk of becoming homeless. This will likely remain the case as the various eviction moratoria are lifted and the number of evictions is likely to increase. The City of Pueblo will continue to invest CDBG funds to provide services.

The City is in process of constructing eight non-congregate shelter units that will be used to house special homeless populations, which may include chronically homeless individuals and families, unaccompanied youth, persons with disabilities or other high-needs populations.

Help low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families who are likely to become homeless after being discharged from a publicly funded institution or system of care, or who are receiving assistance from public and private agencies that address housing, health, social services, employment, education or youth needs

At-risk populations consist of those individuals being released from a correctional system, the Colorado Mental Health Institute and youth transitioning out of foster care. The City's Tenant-Based Rental Assistance Program targets these populations with its funding. All three systems have a discharge plan, which includes short-term funding for housing. The problem arises when these individuals have exhausted the program available resources but have not achieved self-sufficiency. These individuals are eventually served by members of the CoC.

SP-65 Lead-based Paint Hazards - 91.415, 91.215(i)

Actions to address LBP hazards and increase access to housing without LBP hazards

The Pueblo County Department of Public Health and Environment operates a lead blood testing program for residents. The lead program offers the following service to residents of the County:

- Lead risk and hazard reduction education to resident owners, property managers, and tenants.
- Lead risk and hazard reduction education for occupational and hobby exposures.
- Environmental testing program for Lead hazard screening (cost: $42.00/hour or no cost to those located within the Superfund Study Area).
- Blood Lead screening for children up to age 16, women of child-bearing age, pregnant or nursing women; and
- Blood Lead monitoring program for children with blood levels at or above 5.0 µg/dL.

The County also provides additional information regarding the common sources of lead exposure, potential health effects and methods to reduce exposure.

How are the actions listed above related to the extent of lead poisoning and hazards?

In 2014, the EPA designated the Colorado Smelter Site as a Superfund site for lead contamination. Preliminary findings have shown elevated blood levels in children in the immediate Eilers neighborhood, which is why the lead program is available for free to residents in this neighborhood.

How are the actions listed above integrated into housing policies and procedures?

Federally funded housing programs require required lead-based paint assessments and abatement. The following are the TBRA and rehab guidelines related to LBP:

The City of Pueblo complies with federal regulations regarding lead-based paint. The City only hires certified/trained inspectors, contractors, and risk assessors to work with and assess lead-based paint/hazards. Any work that must be completed to address lead-based paint hazards will be considered a "code deficiency" and will be given priority over non-code items.

Section 401(b) of the Lead Based Paint Poisoning Prevention Act (42 U.S.C. 831(b)) prohibits the use of lead-based paint in residential structures constructed or rehabilitated with federal assistance; the City complies.

Each purchaser, tenant, or occupant of housing to be assisted under this program that was constructed prior to 1978 is notified of the hazards of lead-based paint poisoning. Each participant is notified:

- that the property may contain lead based paint;

- of the hazards of lead based paint;
- of the symptoms and treatment of lead poisoning;
- of the precautions to be taken to avoid lead based paint poisoning (including maintenance and removal techniques for eliminating such hazards);
- of the advisability and availability of blood lead level screening for children under seven years of age; and
- that in the event lead based paint is found on the property, appro-priate abatement procedures may be undertaken.

In the rehabilitation program, the following is implemented:

All units constructed prior to 1978, and receiving more than $5,000 in assistance, will be assessed for lead-based paint hazards and any defective conditions found included in the work write-up for the rehabilitation work.

All units constructed prior to 1978 which include a child under seven years of age with and identified with an elevated blood level (EBL) shall be tested by using an X-ray fluorescence analyzer (XRF) or other method approved by HUD. Test readings of 1.0 mg/cm2 or higher using an XRF shall be considered positive for presence of lead-based paint,

Prior to final inspection and approval of the rehabilitation project, a clearance examination shall be conducted. This examination will be in accordance with HUD's Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing, 2012, and will document the status of the corrective measures completed through abatement, encapsulation, enclosure, or an appropriate set of interim controls used to control LBP hazards.

DHCS staff is trained on the EPA required Renovation, Repair and Painting Program and actively offers training opportunities to contractors carrying out rehabilitation work.

SP-70 Anti-Poverty Strategy - 91.415, 91.215(j)

Jurisdiction Goals, Programs and Policies for reducing the number of Poverty-Level Families

Pueblo recognizes that it does not have significant control over the factors that reduce the number of households with incomes below the poverty level. However, the City uses local and federal funds to provide public services to support individuals and households as they strive to become self-sufficient.

How are the Jurisdiction poverty reducing goals, programs, and policies coordinated with this affordable housing plan

Ongoing efforts to strengthen economic development and provide the City's lowest-income households with needed housing-related assistance and services directly address needs identified in this plan. The City will work with existing agencies that serve persons in poverty in order to evaluate their needs, coordinate the delivery of services, and determine if funding assistance should be made available through the CDBG Program in cases where there are insufficient resources to meet the identified needs. In addition, the City will:

- continue to work to coordinate community development strategies, needs assessments and integrated planning.
- continue to work within the Continuum of Care process and other coordinating agencies to reduce duplication, improve integration, and identify unmet service needs.
- expand coordination among local funding entities to streamline the application process, and to maximize the impact of those resources.
- provide letters of support and other documentation to agencies in support of their fundraising efforts.
- enhance public access to information about community services.

SP-80 Monitoring - 91.230

Describe the standards and procedures that the jurisdiction will use to monitor activities carried out in furtherance of the plan and will use to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The Department of Housing and Citizen Services is responsible for ensuring that the recipients of federal funds meet the purposes of the appropriate legislation and regulations, and that funds are disbursed in a timely manner.

As a recipient of federal CDBG funds, the City of Pueblo is responsible for managing the day-to-day operations of all CDBG funded activities and ensuring that CDBG funds are used within all a pplicable requirements. Monitoring is the primary tool to ensure that this happens.

The three primary goals of monitoring are:

- Ensure production and accountability.
- Ensure compliance with CDBG and other federal requirements.
- Evaluate organizational and project performance.

At the end of every grant year, an outside agency completes an audit of the City's financial system. As part of the auditing process, a "single audit" is completed per 2 CFR 200 for the federal funds that the City received during the previous fiscal year.

Any outside agency that receives funds through a subrecipient agreement will also be subject to periodic monitoring. Each social service agency must submit periodic progress reports along with their reimbursement request for a desktop review before any disbursement will occur. Department of Housing and Citizen Services staff also conducts an onsite monitoring visit to all social service agencies receiving CDBG funding.

The Department uses a risk-based model to determine which agencies
may require technical service assistance. Grantees may request TA at any time, but for new grantees or grantees with a higher level of risk based on staff turnover or type of services provided, the TA will occur after the agency submits their first progress report and before any reimbursement of funds are made.

operations is available through the Community Development Block Grant (CDBG) program, with

additional capital upgrades planned through both CDBG and HOME funding sources.

2. Homelessness Prevention

Through partnerships with nonprofit organizations, the CDBG program provides financial support for eviction prevention efforts, helping individuals and families remain stably housed.

3. Outreach Efforts

The City also supports outreach initiatives, including CDBG-funded programs such as youth outreach, designed to connect vulnerable populations with essential services.

By leveraging local resources and funding opportunities, the City of Pueblo remains committed to addressing homelessness through coordinated services, prevention strategies, and targeted outreach.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The Pueblo CoC, which is part of the Colorado Balance of State, has a long-term goal of decreasing the number of persons experiencing homelessness by moving individuals and families from homelessness into permanent housing. To achieve this objective, the CoC meets regularly to monitor, discuss ongoing needs and issues that affect those impacted by homelessness. Health Solutions serves as the lead CoC agency and provides outreach to assess the individual needs of those experiencing homelessness. The CoC is engaging in the Built for Zero campaign, which is an approach that seeks to end homelessness using a By-Names list for each subcategory (i.e. veterans, families, etc.).

Addressing the emergency shelter and transitional housing needs of homeless persons

The City of Pueblo is actively addressing emergency shelter and transitional housing needs for individuals experiencing homelessness through a combination of shelter services, prevention initiatives, and outreach efforts.

Emergency Shelter Services

The City owns and operates Pueblo's only homeless shelter, ensuring access to safe and stable temporary housing. Wraparound services are coordinated by the Department of Community and Human Services (DCHS) to provide comprehensive support. Funding for shelter operations is available through the Community Development Block Grant (CDBG) program, with additional capital upgrades planned

using both CDBG and HOME funding sources.

Transitional Housing & Prevention Efforts

To support long-term stability, the City collaborates with nonprofit partners to prevent homelessness through eviction prevention programs funded by the CDBG program. These efforts help individuals and families avoid displacement and transition to stable housing.

Outreach & Community Engagement

Recognizing the importance of outreach, the City funds initiatives such as youth outreach programs through CDBG, ensuring that vulnerable populations receive access to resources that promote stability and reintegration into the community.

By leveraging local resources and funding opportunities, the City of Pueblo remains committed to providing both immediate shelter and long-term housing solutions for individuals experiencing homelessness.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City of Pueblo remains committed to ensuring housing stability and providing critical assistance to individuals experiencing homelessness or at risk of becoming homeless. These efforts focus on three key areas:

1. Homeless Services

The City owns and operates Pueblo's only homeless shelter, with wraparound services coordinated by the Department of Community and Human Services (DCHS). Shelter operations are supported through Community Development Block Grant (CDBG) funding, with additional capital upgrades planned using both CDBG and HOME funding.

2. Homelessness Prevention

Through strategic partnerships with nonprofit organizations, the City invests CDBG funds in eviction

prevention programs, helping residents maintain stable housing and avoid displacement.

3. Outreach Initiatives

The City supports various outreach efforts, including youth outreach programs, homelessness prevention services, and operational funding for housing providers—all made possible through CDBG funding.

Despite these ongoing efforts, **funding remains the primary challenge** in expanding housing and support services for individuals and families experiencing homelessness. This issue is expected to intensify as eviction moratoria are lifted, leading to an increase in displacement.

The City of Pueblo remains dedicated to investing CDBG funds strategically to provide essential services and address the evolving needs of the community.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

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The City of Pueblo remains dedicated to investing CDBG funds strategically to provide essential services and address the evolving needs of the community.

Discussion

2025 ANNUAL ACTION PLAN
SUBSTANTIAL AMENDMENT - DRAFT

City of Pueblo and the Pueblo Consortium

Draft Display December 10, 2025 – January 12, 2026, at 5:00 p.m.

Expected Resources

AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

Introduction

Currently, the City receives CDBG and HOME funds for housing construction, rehabilitation initiatives, community and economic development and public services. These funding sources are expected to be available over the next five years. The City will also receive CDBG-CV funds to prevent, prepare for and respond to the pandemic.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	~~1,432,469.00~~ 1,403,799.00	0.00	1,473,674.00	~~2,906,143.00~~ 2,877,473.00	5,729,876.00	The expected amount remaining is four times the year 1 allocation assuming that the level of funding remains the same.Prior year CDBG resources include PY2016 ($309,795) and PY2017 ($59,715).

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Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG – Section 108 Loan Guarantee Program	Public-federal	Demolition of spot-blight for both residential and commercial throughout Pueblo's low-mod areas	$7,162,345	$0.00	$0.00	$7,162,345.	$0.00	The final amount of funding expected depends on the application and award for Section 108 funding, up to five times the current award level, which would be $7,162,345.00. This one-time allocation would be repaid over 20 years and is expected to demolish 60 residential buildings and 3 commercial buildings.

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Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	877,545.14	0.00	0.00	877,545.14	3,510,180.56	The expected amount remaining is four times the year 1 allocation assuming that the level of funding remains the same.

Table 1 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City and County currently fund over 40 non-profit agencies through the Community Services Advisory Commission (CSAC) and other processes. The CSAC group, which funds the majority of these non-profit organizations, makes funding recommendations to the governing bodies. Over $4 million in general funds have been granted to local agencies that serve the Pueblo community in 2024 alone. These are general revenue funds, and allocations are made during the yearly budget process. Based on historical funding, over $20 million will be made available to local non-profits over the next five years.

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The City and County of Pueblo as the Pueblo Consortium matches the HOME Investment Partnership Act grant with general funds. HOME funds are leveraged well with public/private partnerships, such as Low-Income Housing Tax Credits or other equity mechanisms. In addition the Consortium will use qualifying affordable housing expenditures made by each entity as match and has some funds that it carries forward from prior years. Leveraging of private and non-federal resources will be sought whenever possible.

The City intends to apply to HUD's Section 108 Loan Guarantee Program for up to five times the 2025 CDBG allocation to reduce spot blight in residential and commercial areas of Pueblo's low-moderate income neighborhoods. It is anticipated the City will demolish more than 60 residential homes and more than three commercial buildings. After demolition, redevelopment on the newly vacant residential lots will be prioritized using the City's available resources which could include: HOME , CDBG, Private Activity Bonds (PABs), and General Fund. Additional partner funding, such as Tax Increment Financing (TIF) through the Pueblo Urban Renewal Authority will be used to help service the debt. Any debt that cannot be serviced using funding generated through the sale of the lots or the TIF generated from the area will be serviced through future years of CDBG funding.

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Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
2	New construction of affordable housing	2020	2024	Affordable Housing	Citywide Countywide	Affordable Housing	HOME: $715,799.00	Rental units constructed: 6 Household Housing Unit
3	Preserve existing affordable units (rehab)	2020	2024	Affordable Housing	Citywide	Affordable Housing	CDBG: $185,000.00	Homeowner Housing Rehabilitated: 29 Household Housing Unit
5	Provide housing and services to homeless	2020	2024	Affordable Housing Homeless	Citywide	Public Services including Services for Homeless	CDBG: $160,892.00	Public service activities other than Low/Moderate Income Housing Benefit: 1958 Persons Assisted Public service activities for Low/Moderate Income Housing Benefit: 20 Households Assisted
6	Provide public services to non-homeless population	2020	2024	Affordable Housing Non-Homeless Special Needs Non-Housing Community Development	Citywide	Public Services including Services for Homeless	CDBG: $46,372.00	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 432 Persons Assisted

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Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
7	Improve and maintain public infrastructure and fac	2020	2024	Non-Housing Community Development	Citywide	Public Infrastructure and Facilities	CDBG: $1,156,455.00	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 6032 Persons Assisted
11	Planning and administration of federal programs	2020	2024	Affordable Housing Public Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	Citywide Countywide	Administration and Planning	CDBG: $294,750.00 HOME: $209,900.00	Other: 2 Other
12	Fair housing education and outreach	2020	2024	Fair Housing	Citywide	Administration and Planning		
13	Economic development	2025	2029	Non-Housing Community Development	Citywide	Economic Development and Community Revitalization	CDBG: $200,000.00 HOME: $.00	Facade treatment/business building rehabilitation: 5 Business
14	Eliminate slum and blighting influences	2025	2029	Affordable Housing Non-Housing Community Development			CDBG: $300,000	Buildings Demolished: 2 Buildings

Table 2 – Goals Summary

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Goal Descriptions

2	**Goal Name**	New construction of affordable housing
	Goal Description	New construction of affordable housing units
3	**Goal Name**	Preserve existing affordable units (rehab)
	Goal Description	Rehabilitation/reconstruction of single and multi-family housing; energy efficiency improvements; accessibility modifications; lead based paint hazard testing and abatement; minor repairs; and preservation of affordable units.
5	**Goal Name**	Provide housing and services to homeless
	Goal Description	Housing and services for homeless and near homeless include outreach, emergency, transitional and permanent supportive housing, Rapid Re-Housing, supporting services and rental assistance
6	**Goal Name**	Provide public services to non-homeless population
	Goal Description	Other public services that are needed include: housing and services for persons with HIV/AIDS; services for persons with physical, developmental and/or intellectual disabilities; employment and workforce development; screening for lead-based paint hazards; housing counseling; neighborhood clean-up programs; crime awareness and prevention programs; transportation; health and mental health services; services for persons recovering from addiction; youth programs, food banks and other food-related services; childcare and related services; senior programs and related services; legal services; and financial literacy.
7	**Goal Name**	Improve and maintain public infrastructure and fac
	Goal Description	Public facilities include neighborhood facilities, parks/recreation facilities, parking facilities, senior and youth facilities, childcare facilities, job training facilities, cultural facilities, non-residential historic preservation, and homeless facilities. Public infrastructure includes street and sidewalk improvements including lighting and streetscaping, water and sewer improvements, flood drainage improvements, solid waste management improvements.

11	**Goal Name**	Planning and administration of federal programs
	Goal Description	Planning and administration is required for the successful implementation of CDBG and HOME programs.
12	**Goal Name**	Fair housing education and outreach
	Goal Description	Education and outreach on fair housing to affirmatively further fair housing choice.
13	**Goal Name**	Economic development
	Goal Description	Create a program that allows business owners in high-blighted downtown corridors to access funding for building security upgrades and facade improvements. Funding will be leveraged with other funding sources.
14	**Goal Name**	Eliminate slum and blighting influences
	Goal Description	Demolish blighted unsafe structures.

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AP-35 Projects - 91.420, 91.220(d)

Introduction

The following projects will be funded using federal CDBG, HOME and CDBG-CV funds:

#	Project Name
1	CD2501 Administration
2	CD2502 Homeless Prevention
3	CD2503 Homeless Supportive Services
4	CD2504 In Home Crisis Response-Boy's Town
5	CD2505 Senior Transportation
6	CD2506 1500 BLK E Routt-Sidewalks/Curbs
7	CD2507 200 BLK VanBuren Sidewalks
9	CD2509 ERESP
10	~~CD2510 Minor Repair Program~~
11	CD2511 Homeowner Rehab
12	CD2512 Abatement Dangerous Buildings
13	CD2513 Neighborhood Improvements
14	CD2514 Small Business Assistance
15	CD2515 Downtown Neighborhood Revitalization
13	HO2510 City Administration
14	HO2520 County Administration
15	HO2530 County Programs
16	HO2540 Community Housing Development Organization
17	HO2550 City Programs
18	HO2560 City Match

Table 3 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

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AP-38 Project Summary

Project Summary Information

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1	**Project Name**	CD2501 Administration
	Target Area	
	Goals Supported	Planning- and administration of federal programs
	Needs Addressed	Administration and Planning
	Funding	CDBG: $~~285,000.00~~280,759.80
	Description	Administrative and planning activities associated with the CDBG program, fair housing education, and outreach.
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	Administration of the program is essential to ensuring all funding is deployed.
	Location Description	
	Planned Activities	
2	**Project Name**	CD2502 Homeless Prevention
	Target Area	
	Goals Supported	Provide public services to non-homeless population
	Needs Addressed	
	Funding	: $~~75,000~~ 73,834.90
	Description	The funding will assist low-income families cover their monthly rent and provide them with case management services in financial emergencies. This support aims to help families manage and maintain a budget, increase their income, and reduce the risk of homelessness.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
3	**Project Name**	CD2503 Homeless Supportive Services
	Target Area	

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	Goals Supported	Provide housing and services to homeless
	Needs Addressed	Public Services including Services for Homeless
	Funding	: $~~28,858.00~~28,409.70
	Description	Funding will provide supportive services to low-income, newly unemployed, and homeless families and individuals. Supportive services include comprehensive case management services, basic needs assistance, and referrals and support.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
4	**Project Name**	CD2504 In Home Crisis Response-Boy's Town
	Target Area	
	Goals Supported	
	Needs Addressed	
	Funding	: $~~50,000.00~~49,223.27
	Description	
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
5	**Project Name**	CD2505 Senior Transportation
	Target Area	
	Goals Supported	Provide public services to non-homeless population
	Needs Addressed	

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	Funding	: $~~59,892.00~~58,961.60
	Description	This program allows for safe transport of the senior population for daily essentials.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
6	**Project Name**	CD2506 1500 BLK E Routt-Sidewalks/Curbs
	Target Area	
	Goals Supported	Improve and maintain public infrastructure and fac
	Needs Addressed	Public Infrastructure and Facilities
	Funding	: $108,000.00
	Description	This funding is dedicated to ADA-accessibility for sidewalks in the 1500 block of E Routt
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
7	**Project Name**	CD2507 200 BLK VanBuren Sidewalks
	Target Area	
	Goals Supported	Improve and maintain public infrastructure and fac
	Needs Addressed	Public Infrastructure and Facilities
	Funding	: $53,720.00
	Description	ADA accessibility for sidewalks in the 200 block of VanBuren.
	Target Date	

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	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
8	**Project Name**	CD2508 Non Congregate Shelters
	Target Area	
	Goals Supported	Homeless Services
	Needs Addressed	Affordable Housing
	Funding	: $50,000.00
	Description	Create new non-congregate sheltering options for Pueblo's unhoused population
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
9	**Project Name**	CD2509 ERESP
	Target Area	
	Goals Supported	Preserve existing affordable units (rehab)
	Needs Addressed	Affordable Housing
	Funding	: $50,000.00
	Description	This funding is part of the emergency repairs and essential services program, which provides owner-occupied home rehabilitation.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	

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	Planned Activities	
10	**Project Name**	CD2510 Minor Repair Program
	Target Area	
	Goals Supported	Preserve existing affordable units (rehab)
	Needs Addressed	Affordable Housing
	Funding	: $~~100,000.00~~0.00
	Description	This program provides essential repairs to maintain livability in existing housing units.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
11	**Project Name**	CD2511 Homeowner Rehab
	Target Area	
	Goals Supported	
	Needs Addressed	
	Funding	: $~~1~~200,000.00
	Description	Provide home rehabilitation for owner-occupied housing.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
12	**Project Name**	CD2512 Abatement Dangerous Buildings
	Target Area	
	Goals Supported	Preserve existing affordable units (rehab)

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	Needs Addressed	
	Funding	: $~~300,000.00~~228,890.73
	Description	Important maintenance and upgrades to abate dangerous conditions in existing structures.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
13	**Project Name**	CD2513 Neighborhood Improvements
	Target Area	
	Goals Supported	Neighborhood Revitalization
	Needs Addressed	
	Funding	$21,999.00
	Description	
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
14	**Project Name**	CD2514 Small Business Assistance
	Target Area	
	Goals Supported	Economic Development
	Needs Addressed	
	Funding	: $~~150,000.00~~0.00

	Description	Façade improvements to blighted commercial corridors.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
15	**Project Name**	CD2515 Downtown Neighborhood Revitalization
	Target Area	
	Goals Supported	Economic Development
	Needs Addressed	
	Funding	: $200,000.00
	Description	Improve Blighted Commercial and Residential Neighborhoods
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
16	**Project Name**	HO2510 City Administration
	Target Area	
	Goals Supported	Planning and administration of federal programs
	Needs Addressed	Administration and Planning
	Funding	: $76346.43
	Description	City administration of HOME allocation.
	Target Date	

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	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
17	**Project Name**	HO2520 County Administration
	Target Area	
	Goals Supported	Planning and administration of federal programs
	Needs Addressed	Administration and Planning
	Funding	: $11,408.09
	Description	County administration of HOME funding.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
18	**Project Name**	HO2530 County Programs
	Target Area	
	Goals Supported	
	Needs Addressed	
	Funding	: $~~85,560.65~~85,560.65
	Description	Programs to support affordable housing through Pueblo County.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	

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19	**Project Name**	HO2540 Community Housing Development Organization
	Target Area	
	Goals Supported	
	Needs Addressed	
	Funding	: $131,631.77
	Description	
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
20	**Project Name**	HO2550 City Programs
	Target Area	
	Goals Supported	
	Needs Addressed	
	Funding	: $~~572,598.20~~537,425.30
	Description	
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
21	**Project Name**	HO2560 City Match
	Target Area	
	Goals Supported	
	Needs Addressed	

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	Funding	: $176,057.49
	Description	
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
22	**Project Name**	HO2570 CHDO Operating
	Target Area	Citywide
	Goals Supported	New construction of affordable housing
	Needs Addressed	Affordable Housing
	Funding	: $43,877.25
	Description	Operational funding for Community Housing Development Organizations
	Target Date	12/31/2026
	Estimate the number and type of families that will benefit from the proposed activities	It is estimated that 25 families will benefit from the creation of new affordable housing units within the Pueblo City Limits.
	Location Description	City Limits
	Planned Activities	CHDO Operational Funding

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AP-50 Geographic Distribution - 91.420, 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

There are no geographic areas in which assistance will be targeted. Applications are received from community members and agencies independent of location and are taken into consideration if the proposed projects fulfill the federal requirements of the programs.

Geographic Distribution

Target Area	Percentage of Funds
Citywide	92
Countywide	8

Table 4 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The majority of funds will be allocated in the City of Pueblo because only the City receives CDBG and CDBG-CV funds so all of those funds will be expended within the City. The HOME funds are divided between the City and County with the vast majority going to the City. Within the City, funds are allocated in different neighborhoods to meet the needs of residents throughout the City.

Discussion

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Affordable Housing

AP-55 Affordable Housing - 91.420, 91.220(g)

Introduction

The following tables outline the affordable housing goals funded with CDBG and HOME funds.

One Year Goals for the Number of Households to be Supported	
Homeless	200
Non-Homeless	0
Special-Needs	0
Total	200

Table 5 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	10
The Production of New Units	2
Rehab of Existing Units	20
Acquisition of Existing Units	0
Total	32

Table 6 - One Year Goals for Affordable Housing by Support Type

Discussion

Per 91.220(1), there are some program-specific requirements for HOME as described below. Eligible applicants for HOME-funded programs are all low- and moderate-income households residing in the City or County or projects that are to be completed by developers, for example, that seeks to construct or rehabilitate units that are income-restricted. This includes applications for HOME funds in support of Low Income Housing Tax Credit (LIHTC) projects or RAD conversions undertaken by the Housing Authority.

HOME applications for affordable housing development will be taken monthly on a rolling basis, as projects are being developed. DHCS will review HOME Program applications in accordance with the Application checklist and on the following criteria:

- Affordable Housing Experience: Capacity must be demonstrated by including an application that identifies all necessary components to accomplish the development, e.g., effective control of sites for acquisition and construction developments, the financial capacity to repay the HOME loan and other financial arrangements, as well as comprehensive program design. DHCS's HOME Program staff will

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conduct reviews of:

a. Previous performance under the HOME Program and other related programs, including disbursements, monitoring and findings;

b. Relevant experience in administering housing programs;

c. Relevant experience in developing and managing housing programs and;

d. Size of staff relative to all other program responsibilities.

- Housing Need Factor: The need factor pertains to percentages of the city's lower income households, the percentage of households with housing costs greater than thirty percent (30%) of area median family income adjusted for family size.

- Financing: DHCS places a strong emphasis on projects that will include the use of funds from other sources. All costs will be examined for reasonableness, and applicants may be denied if costs are deemed unreasonable.

The Consortium will not issue a funding commitment until all other commitments are in place. Proof of these commitments will be required prior to Council approval and execution of contracts.

- Readiness: The purpose of the application process is to allocate funds to eligible applicants for proposed projects. Applicants applying for HOME Program funds must begin their developments within ninety (90) days of the notice to proceed. Developments that do not begin within ninety (90) days are subject to have all HOME Program funds recaptured and reallocated to other eligible activities unless otherwise approved by DHCS. DHCS realizes that there may be extenuating circumstances that may delay the beginning of a project. Such circumstances will be reviewed on a case-by-case basis.

Program and services funding available through the CDBG Program is awarded through an annual NOFA process.

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AP-60 Public Housing - 91.420, 91.220(h)

Introduction

Actions planned will address the needs to public housing.

Actions planned during the next year to address the needs to public housing

Over the last six years, the HACP has been executing a four-phased Rental Assistance Demonstration (RAD) project, which converts a 212-unit Public Housing development into four separate projects. The HACP has been successful in leveraging public/private partnerships and funding for each of the phases. The City of Pueblo has used entitlement funding for each of the three completed projects and anticipates an application for the fourth phase when the HACP is awarded tax credit equity.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

HACP continues to try to increase resident involvement in management by providing regular resident meetings where residents can express concerns to housing management. The Agency maintains a strong working relationship with the City-wide resident organization, which provides resident involvement in strategic and agency planning.

HACP also administers the Family Self-Sufficiency Program, which is a five-year voluntary program for participants in both the Housing Choice Voucher and the Public Housing programs. The program is designed to help individuals with improving their economic status by reducing their dependence on public assistance.

The Family Self Sufficiency Coordinator will assist with developing an individualized plan leading to self-reliance and identifying the steps and activities that need to be taken to reach those goals.

There are various referrals to supportive social services such as childcare, job preparation, credit counseling, education, home ownership, transportation, and vocational training.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Not applicable as the HACP is not designated as troubled.

Discussion

AP-65 Homeless and Other Special Needs Activities - 91.420, 91.220(i)

Introduction

The City of Pueblo is committed to supporting individuals experiencing homelessness or at risk of becoming homeless through various initiatives. These efforts focus on shelter services, prevention programs, and outreach strategies.

1. Homeless Services

The City of Pueblo owns and operates the community's only homeless shelter, with wraparound services coordinated by the Department of Community and Human Services (DCHS). Funding for shelter operations is available through the Community Development Block Grant (CDBG) program, with additional capital upgrades planned through both CDBG and HOME funding sources.

2. Homelessness Prevention

Through partnerships with nonprofit organizations, the CDBG program provides financial support for eviction prevention efforts, helping individuals and families remain stably housed.

3. Outreach Efforts

The City also supports outreach initiatives, including CDBG-funded programs such as youth outreach, designed to connect vulnerable populations with essential services.

By leveraging local resources and funding opportunities, the City of Pueblo remains committed to addressing homelessness through coordinated services, prevention strategies, and targeted outreach.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The Pueblo CoC, which is part of the Colorado Balance of State, has a long-term goal of decreasing the number of persons experiencing homelessness by moving individuals and families from homelessness into permanent housing. To achieve this objective, the CoC meets regularly to monitor, discuss ongoing needs and issues that affect those impacted by homelessness. Health Solutions serves as the lead CoC agency and provides outreach to assess the individual needs of those experiencing homelessness. The CoC is engaging in the Built for Zero campaign, which is an approach that seeks to end homelessness

using a By-Names list for each subcategory (i.e. veterans, families, etc.).

Addressing the emergency shelter and transitional housing needs of homeless persons

The City of Pueblo is actively addressing emergency shelter and transitional housing needs for individuals experiencing homelessness through a combination of shelter services, prevention initiatives, and outreach efforts.

Emergency Shelter Services

The City owns and operates Pueblo's only homeless shelter, ensuring access to safe and stable temporary housing. Wraparound services are coordinated by the Department of Community and Human Services (DCHS) to provide comprehensive support. Funding for shelter operations is available through the Community Development Block Grant (CDBG) program, with additional capital upgrades planned using both CDBG and HOME funding sources.

Transitional Housing & Prevention Efforts

To support long-term stability, the City collaborates with nonprofit partners to prevent homelessness through eviction prevention programs funded by the CDBG program. These efforts help individuals and families avoid displacement and transition to stable housing.

Outreach & Community Engagement

Recognizing the importance of outreach, the City funds initiatives such as youth outreach programs through CDBG, ensuring that vulnerable populations receive access to resources that promote stability and reintegration into the community.

By leveraging local resources and funding opportunities, the City of Pueblo remains committed to providing both immediate shelter and long-term housing solutions for individuals experiencing homelessness.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City of Pueblo remains committed to ensuring housing stability and providing critical assistance to individuals experiencing homelessness or at risk of becoming homeless. These efforts focus on three key

areas:

1. Homeless Services

The City owns and operates Pueblo's only homeless shelter, with wraparound services coordinated by the Department of Community and Human Services (DCHS). Shelter operations are supported through Community Development Block Grant (CDBG) funding, with additional capital upgrades planned using both CDBG and HOME funding.

2. Homelessness Prevention

Through strategic partnerships with nonprofit organizations, the City invests CDBG funds in eviction prevention programs, helping residents maintain stable housing and avoid displacement.

3. Outreach Initiatives

The City supports various outreach efforts, including youth outreach programs, homelessness prevention services, and operational funding for housing providers—all made possible through CDBG funding.

Despite these ongoing efforts, **funding remains the primary challenge** in expanding housing and support services for individuals and families experiencing homelessness. This issue is expected to intensify as eviction moratoria are lifted, leading to an increase in displacement.

The City of Pueblo remains dedicated to investing CDBG funds strategically to provide essential services and address the evolving needs of the community.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

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The City of Pueblo remains dedicated to investing CDBG funds strategically to provide essential services and address the evolving needs of the community.

Discussion

DRAFT

AP-75 Barriers to affordable housing -91.420, 91.220(j)

Introduction

The City of Pueblo recently completed an in-depth Analysis of Impediments to Affordable Housing, identifying critical barriers—from restrictive land-use controls and zoning ordinances to burdensome fees and outdated building codes—that limit access to affordable housing. The study not only highlights these challenges but also proposes actionable solutions designed to ameliorate the negative effects of current public policies, paving the way for a more robust and equitable housing market.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City is actively working to remove barriers to affordable housing, including:

- **Zoning and Land Use Reforms:** The City of Pueblo is actively revising its zoning ordinances through the update of its Unified Development Code (UDC). The goal is to relax restrictions on multifamily housing—especially in infill areas—and to expand the definition of "family" so that more flexible occupancy arrangements are allowed. In addition, the plan includes permitting manufactured or modular housing on lots traditionally reserved for single-family dwellings. Similar revisions are being pursued at the county level to encourage a wider range of housing developments.
- **Modernizing Building Codes and Construction Standards:** To reduce overall development costs and improve the return on residential investment, the City is exploring adjustments in building codes and energy standards. This initiative involves assessing alternative construction methods (such as offsite manufacturing, panelized construction, and repurposed shipping containers) that can lower material, labor, and time costs for affordable housing projects.
- **Financial Incentives and Streamlined Development Processes:** Both the City and County are working on creating incentive policies, including fee waivers, tax abatements, and reduced permit costs. These measures aim to lessen the financial burdens imposed by current fees and charges, encouraging private investment in affordable housing. The City's recent award of a Local Capacity Planning Grant from the Department of Local Affairs supports this effort, enabling faster project approvals and more coordinated collaboration among departments.
- **Utilization and Management of Public Land:** The local government intends to reform its acquisition and disposition policies regarding city-owned real estate. By acquiring land at favorable rates and offering it to developers with incentive packages, the City aims to remove barriers related to land cost and availability, thus facilitating new residential infill development.
- **Coordinated Planning and Funding Strategies:** Finally, by leveraging regional comprehensive planning processes and programs such as CDBG, HOME, and State Proposition 123, the City and County are pursuing multiple funding streams to address affordability gaps. These coordinated

efforts include enhanced communication and streamlined administrative procedures among local agencies, which help mitigate the restrictive growth limitations and tax policies that currently impact housing development.

Discussion

DRAFT

AP-85 Other Actions - 91.420, 91.220(k)

Introduction

The following section describes other actions to be taken to meet the needs of the community.

Actions planned to address obstacles to meeting underserved needs

The primary obstacle to meeting underserved needs is the limited funding resources available to address identified priorities. In addition, the gap in what households can afford to pay for housing and the price of housing is another obstacle to meeting the needs of the underserved. The City has a lack of decent, affordable units to meet the needs of the community.

The effect of greater community needs in the form of homelessness, risk of homelessness, the increased demand for supportive services (particularly for persons with multi-system contact), rising cost of housing and stagnant wages and an aging housing stock in need of revitalization while funding remains largely stagnant or is decreasing in real dollars puts added pressures on the systems within the City.

The City of Pueblo will continue to partner with other public agencies and non-profit organizations, when feasible, to leverage resources and maximize outcomes in housing and community development.

Lastly, the City and the County contribute approximately $1m annually toward funding various public services agencies. While the need remains greater than the available resources, funding is critical in the community.

Actions planned to foster and maintain affordable housing

The City will utilize its CDBG funds to implement the DHCS's five housing strategies. Specifically, the CDBG funding will be used to help preserve Pueblo's aging and dilapidated housing stock. This is done through several housing rehabilitation programs, including programs for seniors and for persons needing accessibility modifications to age in place. The CDBG funding is leveraged using both City of Pueblo general funding and paired with state and other grant funding opportunities available. These housing rehabilitation programs work to maintain the quality of the affordable housing stock occupied by low- and moderate-income households.

The City may also use CDBG or HOME funding to implement other housing strategies, which include:

1. **Boarded, Blighted & Burnt** – Identify redevelopment solutions for homes that need demolition due to lack of maintenance, condemnation, structural failure, or fires.
2. **Rehabilitation** – Preserve existing housing stock by expanding funding for low- and moderate-income homeowners who need home repairs.
3. **Infrastructure** – Assist with infrastructure fees for affordable housing development. Add infrastructure to existing City-owned vacant parcels to create development-ready properties.

4. **Blighted Commercial** – Assist with the acquisition and demolition of properties with large vacant commercial buildings to make sites ready for redevelopment of high-density residential units.
5. **Homeless Housing Options** – Create transitional housing options for individuals exiting homelessness, including non-congregate sheltering options and support for Rapid Re-Housing and Permanent Supportive Housing.

Additionally, the City will utilize HOME funds toward the new construction of rental units in the Compass Pointe Development.

Actions planned to reduce lead-based paint hazards

The Pueblo County Department of Public Health and Environment operates a lead blood testing program for residents. The lead program offers the following service to residents of the County:

- Lead risk and hazard reduction education to resident owners, property managers, and tenants.
- Lead risk and hazard reduction education for occupational and hobby exposures.
- Environmental testing program for Lead hazard screening (cost: $42.00/hour or no cost to those located within the Superfund Study Area).
- Blood Lead screening for children up to age 16, women of child-bearing age, pregnant or nursing women; and
- Blood Lead monitoring program for children with blood levels at or above 5.0 µg/dL.

The County also provides additional information regarding the common sources of lead exposure, potential health effects and methods to reduce exposure.

The City will continue to work with the Health Department as needed to reduce lead-based paint hazards and will continue to comply with all regulatory requirements of the CDBG and HOME programs as related to lead-based paint.

Actions planned to reduce the number of poverty-level families

Ongoing efforts to strengthen economic development and provide the City's lowest-income households with needed housing-related assistance and services directly address needs identified in this plan. The City will work with existing agencies that serve persons in poverty in order to evaluate their needs, coordinate the delivery of services, and determine if funding assistance should be made available through the CDBG Program in cases where there are insufficient resources to meet the identified needs. In addition, the City will:

- continue to work to coordinate community development strategies, needs assessments and

integrated planning.

- continue to work within the Continuum of Care process and other coordinating agencies to reduce duplication, improve integration, and identify unmet service needs.
- expand coordination among local funding entities to streamline the application process, and to maximize the impact of those resources.
- provide letters of support and other documentation to agencies in support of their fundraising efforts.
- enhance public access to information about community services.

Actions planned to develop institutional structure

The City of Pueblo is committed to the continued coordination of all Anti-Poverty and Community Development initiatives. The City has entered into several intergovernmental agreements with other entities such as Pueblo County to administer the CSAC process, which allocates general revenue funds from both entities to non-profit agencies and economic development organizations that enhance the quality of life in the community.

Actions planned to enhance coordination between public and private housing and social service agencies

Meaningful collaboration as it relates to the development and implementation of housing and community development programs and services has become increasingly important as the federal resources available to these programs continue to decline. Collaboration with housing and service providers helps the City to capture the maximum benefit for each dollar it invests and ensures that investments strategically address both short-term needs and advance long-term goals.

The Department of Housing and Citizen Services conducts ongoing consultation with human services agencies, housing development organizations, and municipalities at various points in time during a program year.

Discussion

DRAFT

Program Specific Requirements

AP-90 Program Specific Requirements - 91.420, 91.220(l)(1,2,4)

Introduction

The following section describes program-specific requirements for the CDBG and HOME programs.

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	**0**

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income.Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

HOME Investment Partnership Program (HOME)
Reference 24 CFR 91.220(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

   The County does not anticipate receiving any additional program income for its HOME programs

during FY 2025.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

   When HOME Program funds are used to assist a household in the purchase of a unit, restrictions will be placed on the unit to ensure compliance with the resale and recapture requirements described in 24 CFR 92.254(a)(5), as amended through July 2013. This section sets forth the method that will be used by the Consortium to enforce these requirements.

   The HOME Down payment Assistance Program will require a default. In the event of a default, as defined under the note and deed, and where net proceeds are sufficient to repay both the City's HOME investment and the homeowner investment, a full repayment of the direct HOME subsidy will be required.

   The City of Pueblo elects to enforce the Recapture Provisions of the HOME Program, recapturing the direct HOME subsidy under the following conditions:

   The City of Pueblo will recapture the direct subsidy amount of the HOME Program funds provided to the homebuyer/homeowner on an approved activity or recapture the maximum net proceeds from sale of property (whether recapture is affected through foreclosure or no foreclosure action).

- When net proceed exceed superior debt and the amount of direct HOME subsidy invested, the City will recapture the entire direct HOME subsidy provided.
- When net proceeds are insufficient to cover superior debt, the direct HOME subsidy will be forgiven.
- When net proceeds are insufficient to reimburse the entire direct HOME subsidy provided, but are in excess of the superior debt, the balance (Direct Subsidy – Net Proceeds) will be recaptured by the City.

   Net proceeds recovered will be used to:

   (1) Reimburse the HOME Program (approved activity) for the outstanding balance of HOME funds not repaid or forgiven during the applicable affordability period at the time of recapture.

   (2) Reimburse the HOME Program (administration) for "holding costs" or other costs associated with the recapture action (legal fees, insurance, taxes, realtor fees, appraisal/BPO costs, etc.). If net proceeds recaptured are less than the outstanding balance of the direct HOME subsidy invested in

the property (for all approved activities and holding costs incurred), the loss will be absorbed by the HOME Program and all HOME Program requirements would be considered to have been satisfied. If net proceeds recaptured are greater than the outstanding balance of direct HOME subsidy invested in the property (for all approved activities and holding costs incurred), the balance of net proceeds will be distributed to the homeowner (or his/her estate). If the recapture of proceeds is effectuated through a completed foreclosure action, and the property is legally owned by the City of Pueblo, the balance of net proceeds recaptured will inure to the City of Pueblo.

For those cases where the affordability requirements are violated as a result of the death of the HOME beneficiary and there is an eligible person who qualified and is desirous of assuming the HOME assistance invested in the property, DHCS will permit sale of the HOME-assisted unit to the qualifying, eligible person, contingent upon DHCS's prior review and approval. The subsequent owner will be required to adhere to all applicable affordability requirements for the unexpired term of the original affordability period.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

   Funding provided to developers of affordable rental housing will also be recaptured unless all of the following circumstances are demonstrated to exist: (i) more than 15 to 20 years have elapsed since the substantial completion of the project, or the City approves transfer of the Project and waives acceleration of the indebtedness, which transfer may be approved or disapproved in the sole discretion of the City, (ii) the primary lender also consents to assumption of the mortgage or obligation to which the deed of trust securing the agreement is subordinate, (iii) the sale of the Property is to a subsequent purchaser who agrees in writing to comply with the affordability requirements set forth at 24 CFR, §92.252, (iv).

   All subrecipient, developers, owner and sponsor HOME agreements contain clauses stating project lease-up requirements. The City has amended the written guidelines to address changes promulgated by the 2013 New HOME Rule. All new for-sale single-family projects will have provisions within the written agreement calling out the new HOME Investment Partnership Act requirement that all units not sold within 9 months of completion will be converted to rental.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

   The Consortium does not permit the use of HOME funds to refinance existing debt secured by

multifamily or single-family housing that is being rehabilitated with HOME funds.

5. If applicable to a planned HOME TBRA activity, a description of the preference for persons with special needs or disabilities. (See 24 CFR 92.209(c)(2)(i) and CFR 91.220(l)(2)(vii)).

   The City of Pueblo does not directly administer HOME TBRA. Any preferences outlined would be based on the subrecipient's policies and procedures administering TBRA. Tenant selection plans are reviewed as part of a TBRA allocation.

6. If applicable to a planned HOME TBRA activity, a description of how the preference for a specific category of individuals with disabilities (e.g. persons with HIV/AIDS or chronic mental illness) will narrow the gap in benefits and the preference is needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2)(ii) and 91.220(l)(2)(vii)).

   The City of Pueblo does not directly administer HOME TBRA. Any preferences outlined would be based on the subrecipient's policies and procedures administering TBRA. Tenant selection plans are reviewed as part of a TBRA allocation.

7. If applicable, a description of any preference or limitation for rental housing projects. (See 24 CFR 92.253(d)(3) and CFR 91.220(l)(2)(vii)). Note: Preferences cannot be administered in a manner that limits the opportunities of persons on any basis prohibited by the laws listed under 24 CFR 5.105(a).

   The City of Pueblo does not directly administer HOME TBRA. Any preferences outlined would be based on the subrecipient's policies and procedures administering TBRA. Tenant selection plans are reviewed as part of a TBRA allocation.

DRAFT

city of PUEBLO colorado

Draft 2025 Annual Action Plan

Attachment A

Community Development Block Grant Program Funds				
2025	**Estimated CDBG Allocation**		**$ 1,403,799.00**	$ (28,670.00)
Project No.	**Project Name**	**Project Agency**	**Amount**	**Difference**
	Public Services			
CD2501	Administration	DHCS	$ 280,759.80	$ (4,240.20)
CD2502	Homeless Prevention	Posada	$ 73,834.90	$ (1,165.10)
CD2503	Homeless Supportive Services	Posada	$ 28,409.70	$ (448.30)
CD2504	Boy's Town	Catholic Charities	$ 49,223.27	$ (776.73)
CD2505	Senior Transportation	SRDA	$ 58,961.60	$ (930.40)
	Public Facilities/Neighborhood Improvements			
CD2506	1500 BLK E Routt-Sidewalks/Curbs	Beverly Ballage	$ 108,000.00	$ -
CD2507	200 BLK VanBuren Sidewalks	Natalie Zamora	$ 53,720.00	$ -
CD2508	Non Congregate Shelters	City of Pueblo	$ 50,000.00	$ -
CD2513	Neighborhood Improvements	City of Pueblo	$ 21,999.00	$ -
CD2515	Downtown Neighborhood Revitilization	City of Pueblo	$ 200,000.00	$ 200,000.00
	Housing Activities			
CD2509	ERESP	Pueblo County	$ 50,000.00	$ -
CD2510	Minor Repair	DHCS	$ -	$ (100,000.00)
CD2511	Homeowner Rehab	DHCS	$ 200,000.00	$ 100,000.00
CD2512	Abatement Dangerous Buildings	DHCS	$ 228,890.73	$ (71,109.27)
	Economic Developemnt			
CD2514	Small Business Assistance	DHCS	$ -	$ (150,000.00)
		CDBG Total	**$ 1,403,799.00**	$ (28,670.00)
HOME Partnership Investement Act Program Funds				Difference
2025	**Estimated HUD HOME Allocation**		**$ 877,545.14**	
Project No.	**Project Name**	**Project Agency**	**Amount**	
HO2510	City Administration	City of Pueblo	$ 76,346.43	$ -
HO2520	County Administration	Pueblo County	$ 11,408.09	$ -
HO2530	County Programs	Pueblo County	$ 79,856.30	$ (5,704.35)
HO2540	Community Housing Development Organization	TBD	$ 131,631.77	$ -
HO2550	City Programs	City of Pueblo	$ 534,425.30	$ (38,172.90)
HO2560	City Match	City of Pueblo	$ 176,057.49	$ -
HO2570	CHDO Operating	TBD	$ 43,877.25	$ 43,877.25
		Allocation w/ City Ma	**$ 1,053,602.63**	

Background Paper for Proposed Action Item

COUNCIL MEETING DATE: December 22, 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 AND ADOPTING A SUBSTANTIAL AMENDMENT TO THE CITY OF PUEBLO'S 2024 ANNUAL ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND THE HOME INVESTMENT PARTNERSHIP ACT GRANT (HOME), AUTHORIZING THE MAYOR OF THE CITY OF PUEBLO TO SUBMIT THE SUBSTANTIAL AMENDMENT WITH ALL REQUIRED AND NECESSARY CERTIFICATIONS, ASSURANCES, AND DOCUMENTATION TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, AND APPROPRIATING AND BUDGETING CDBG AND HOME FUNDS THEREFORE

SUMMARY:

This Ordinance approves the updates to the 2024 Annual Action Plan as presented.

PREVIOUS COUNCIL ACTION:

The City Council approved the 2024 Annual Action Plan on August 14, 2024.

BACKGROUND:

As an entitlement city, the City of Pueblo is required by the U.S. Department of Housing and Urban Development (HUD) to complete an Annual Action Plan for each year. The Annual Action Plan, along with accompanying documentation, serves as the City's application to HUD for the 2025 CDBG and HOME funding.
If there are substantial changes to the previously approved version, a substantial amendment must be completed which includes public hearings, Citizen Advisory Board Consultation, and City Council adoption.
These changes are outlined in detail in the attached documents, and summarized below:

1. Allocating funding for Community Housing Development Organizations (CHDO) Operating Expenses.

2. Moving funding between accounts as noted in the attached documents.

FINANCIAL IMPLICATIONS:

Funding that is already budgeted and appropriated from the 2024 Annual Action Plan will be amended as detailed in the attachments.

BOARD/COMMISSION RECOMMENDATION:

The Citizens Advisory Committee (CAC) was asked for input on the changes. The City has received input from Committee members that concur with these changes.

STAKEHOLDER PROCESS:

A public meeting was held on December 22, 2025 to gather citizen input.
The City provided public notice regarding the availability of the Draft 2024 Annual Action Plan, which was published on December 10, 2025, and will remain open for public review until January 12, 2026, at 5:00 p.m., allowing for a thirty-day public comment period. A second public meeting is scheduled to take place during the final reading of this ordinance on January 12, 2026.
Copies of the plan are publicly available at the Department of Housing and Citizen Service and the City's website.

ALTERNATIVES:

Council can choose not to pass the Substantial Amendment(s) and the previously approved version will remain in place.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. 2024 Annual Action Plan Updates Draft
2. 2024 Attachment A Updated December 4, 2025

ORDINANCE NO.

AN ORDINANCE APPROVING AND ADOPTING A SUBSTANTIAL AMENDMENT TO THE CITY OF PUEBLO'S 2024 ANNUAL ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND THE HOME INVESTMENT PARTNERSHIP ACT GRANT (HOME), AUTHORIZING THE MAYOR OF THE CITY OF PUEBLO TO SUBMIT THE SUBSTANTIAL AMENDMENT WITH ALL REQUIRED AND NECESSARY CERTIFICATIONS, ASSURANCES, AND DOCUMENTATION TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, AND APPROPRIATING AND BUDGETING CDBG AND HOME FUNDS THEREFORE

WHEREAS, the City of Pueblo is designated as an entitlement city under the Housing and Community Development Act of 1974, and will receive Community Development Block Grant (CDBG) and HOME Investment Partnership Act Grants (HOME) for fiscal year 2024; and

WHEREAS, any substantial changes to the Annual Action Plan are required to be adopted by City Council,

WHEREAS, the City of Pueblo conducted a citizen participation process that included a public hearing within the City of Pueblo in addition to a second public hearing before City Council to obtain the views of citizens, non-profit, neighborhood groups, and the Citizen Advisory Committee on the City's housing and community needs;

WHEREAS, a copy of the 2024 Annual Action Plan Substantial Amendment, was made available to the general public for a 30-day public comment period. All public comments have been incorporated into the Plan; Now, THEREFORE,

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

SECTION 1.

The City Council hereby finds and determines that the Substantial Amendments to the City of Pueblo's 2024 Annual Action Plan, as required by HUD, is hereby approved, adopted, and incorporated herein.

SECTION 2.

The Mayor is hereby authorized to submit, in the name of the City of Pueblo, the Substantial Amendments and necessary certifications, assurances, and documentation to the U.S. Department of Housing and Urban Development.

SECTION 3.

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

SECTION 4.

If any section, paragraph, clause, or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 5.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____
_____
_____
_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

City Clerk

2024 ANNUAL ACTION PLAN SUBSTANTIAL AMENDMENT - DRAFT

Community Development Block Grant (CDBG), HOME Consortium

Draft Display December 10, 2025 – January 12, 2026, at 5:00 p.m.

DRAFT

Executive Summary

AP-05 Executive Summary - 91.200(c), 91.220(b)

1. Introduction

The City of Pueblo is part of the U.S. Department of Housing and Urban Development's Community Development Block Grant (CDBG) Program. The City and Pueblo County work together as a Consortium within the HOME Investment Partnerships Program.

As an entitlement community under the CDBG Program, the City of Pueblo must prepare an Annual Plan to implement federal programs that fund housing, community development, and economic development. This Plan covers FY 2024 (March 1, 2024, through ~~February 28~~September 30, 2025). Following a 30-day comment period, the city will submit the Plan for approval by the U.S. Department of Housing and Urban Development.

The Annual Action Plan aims to guide federal funding decisions in Pueblo. The Plan is centered around three main goals:
1. Provide decent housing by preserving affordable housing, increasing its availability, reducing discriminatory barriers, and aiding homeless individuals and families.
2. Develop a suitable living environment by improving neighborhoods, integrating low- and moderate-income residents throughout the city, and reinvesting in deteriorating communities.
3. Expand economic opportunities through job creation, homeownership opportunities, and activities that promote long-term community viability.

The primary priority for using federal funds is to increase self-sufficiency and economic opportunity for lower-income residents and individuals with special needs.

The City of Pueblo expects to receive the following federal resources in FY 2024:
· Community Development Block Grant funds: $1,453,413
· HOME Investment Partnership funds: $880,344
The goals and results outlined in the 2024 Annual Action Plan are connected to the 2020-2024 Consolidated Plan's Strategic Plan. The planned activities aim to meet the City's needs using CDBG and HOME funds and concentrate on offering affordable housing, improving living conditions, and enhancing economic prospects. The results of these activities will demonstrate the advantages of each funded program.

All activities in Pueblo will support at least one objective and one outcome. The priorities identified in the 2020-2024 Consolidated Plan include affordable housing, public services, public infrastructure and facilities, economic development, community revitalization, fair housing education and outreach, and administration and planning.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The goals and results outlined in the 2024 Annual Action Plan are connected to the 2020-2024 Consolidated Plan's Strategic Plan. The planned activities aim to meet the City's needs using CDBG and HOME funds and concentrate on offering affordable housing, improving living conditions, and enhancing economic prospects. The results of these activities will demonstrate the advantages of each funded program.

All activities in Pueblo will support at least one objective and one outcome. The priorities identified in the 2020-2024 Consolidated Plan include affordable housing, public services, public infrastructure and facilities, economic development, community revitalization, fair housing education and outreach, and administration and planning.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The evaluation of past performance covers the period from March 1, 2023, through February 28, 2024. The City's past performance based on the Consolidated Annual Performance and Evaluation Report (CAPER) highlighted accomplishments achieved through the expenditure of CDBG, CDBG-CV, and HOME funds. It also mentioned areas where the City fell short of its program year goals. The most recent Annual ~~Perfomance~~Performance Evaluation noted ~~deficencies~~deficiencies in two primary area:

CR-20 emphasizes the need for comprehensive narratives, detailing the actual households benefiting from CDBG and HOME funds, along with the households supported. An evaluation was not completed which should cover progress in achieving specific affordable housing objectives for various owner and renter households, addressing concerns like high rent burdens, substandard housing, involuntary displacement, and disabilities.

- Efforts to address worst case needs was not discussed or progress in meeting the needs of persons with disabilities.
- The number of middle-income persons served were not addressed.
- The number of homeless persons served were not addressed

The City also exceeded its administrative cap in PY2016, 2017, and 2018. This is an account error and is not a result of excessive expenses.

The City will address these issues in its response to the APA.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The city utilizes a grassroots approach for engagement to direct CDBG funding to low-income households and households within low-income communities. The City's Division of Housing and Citizen Services participates in many diverse groups and committees throughout the year to coordinate funding and funding opportunities and to let people know what is available in the community and who is the best point of contact for the type of service needed. The Division participates in the following community-based commissions, committees, and workgroups:

- Community Commission on Housing and Homelessness (6 meetings per year)
- Housing Workgroup (monthly)Shift the Narrative Workgroup (monthly)Neighbors In Need Workgroup (monthly)
- The DICE Team (weekly meeting)
- The ADA Advisory Committee (monthly meeting)
- Community Services Advisory Commission (monthly meeting)
- Housing Update Call with the State Division of Housing (monthly call)
- Coordination with the Housing Authority on housing needs and grant applications (HUD and EPA)
- 2/13/24 Meeting at CHFA Housing Summit, Denver with developer Kittle Group in reference to PAB and housing development
- 6/20/24 - Meetings with developer Posada to develop the Oasis Apartments
- 7/3/24 Meeting with Archway Development for two projects within the City

The Division offices with the Pueblo County Department of Human Services and closely coordinates with LEAP, Weatherization, TANIF, Commodities Distribution, and other social service programs offered.

Funding availability is published in the Pueblo Chieftain in both english and spanish and on the city's main webpage. A public hearing and presentation meeting is held for the applicants to present their proposed projects to the Citizen's Advisory Committee. The Committee is made up of community volunteers from each city council district. The Committee ranks the application in accordance with Consolidated Plan using a rubric that connects to the Consolidated Plan's identified needs and associated goals.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

The city received comments and presentations from (19) citizens and non-profit groups requesting funding for proposed projects.

The City received one comment during the availability of the Draft 2024 Annual Action Plan suggesting that the City should use more of its funds for economic development.

6. Summary of comments or views not accepted and the reasons for not accepting them

All comments were accepted.

7. Summary

The Division of Housing and Citizen Services is a highly active unit that works directly with other Departments, government entities, non-profit housing and service providers, and the general public through direct service. The City has established a grassroots approach to making funding available and directed to low-income citizens and neighborhood comprised of low-income citizens. The City has an excelent track record of delivering funding benefitting low-income individuals and families utilizing at or above 90% of the funding benefitting low-income citizens. The balance of the funding going towards spot slum and blight within low income areas which most residents would consider a benefit.

DRAFT

PR-05 Lead & Responsible Agencies - 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	PUEBLO	Department of Housing and Citizen Services
HOME Administrator	PUEBLO	Department of Housing and Citizen Services

Table 1 – Responsible Agencies

Narrative

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administering each grant program and funding source.

The City of Pueblo's Division of Housing and Citizen Services within the Department of Planning and Community Development administers the CDBG grant. The City of Pueblo and Pueblo County participate as a Consortium within the HOME Investment Partnerships Program (HOME). As the participating jurisdiction, the City of Pueblo undertakes all monitoring and reporting on behalf of Pueblo County. Pueblo County undertakes its affordable housing programs.

Consolidated Plan Public Contact Information

Bryan Gallagher, Administrator
City of Pueblo Division of Housing and Citizen Services
2631 E. 4th Street

DRAFT

Pueblo, CO 81001
Phone: 719-553-2850
Email: housing@pueblo.us

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AP-10 Consultation - 91.100, 91.200(b), 91.215(l)

1. Introduction

The City of Pueblo's Division of Housing and Citizen Services created an outreach program to gather input from a wide range of stakeholders. The program involved public meetings, published meeting notices, and stakeholder/focus group meetings designed to involve a diverse group of stakeholders and city residents in line with the Citizen Participation Plan.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

It is becoming increasingly important to have meaningful collaboration in the development and implementation of housing and community development programs. Rising costs are stretching the federal resources allocated to these programs. Collaborating with housing and service providers helps the city maximize the benefits of its investments. It ensures that these investments strategically address both short-term needs and long-term goals. The Division of Housing and Citizen Services regularly consults with human services agencies, housing development organizations, and municipal departments throughout the program year.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

Pueblo is part of the statewide State Continuum of Care and receives funding through the statewide balance. Locally, Pueblo is represented at the State Continuum of Care by housing and service providers who work to meet the needs of people experiencing homelessness and strive to find a local solution to end homelessness. The city regularly communicates with housing and service providers.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City of Pueblo does not receive or administer ESG Funds. The City of Pueblo met with the Continuum of Care (COC) during the consultation process to coordinate between government, mental health, and other service agencies, and the Consolidated Plan reflects paired goals and objectives.

2. Agencies, groups, organizations and others who participated in the process and consultations

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Table 2 – Agencies, groups, organizations who participated

1	**Agency/Group/Organization**	POSADA, INC.
	Agency/Group/Organization Type	Services - Housing Services-Elderly Persons Services-Persons with Disabilities Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Division of Housing and Citizen Services consulted with the agency throughout the year during large, coordinated meetings, one-on-one meetings, and while monitoring ongoing projects. The expected outcome was to coordinate funding to enable the agency and other complementing agencies to address the homeless issues within the city.
2	**Agency/Group/Organization**	Pueblo Rescue Mission
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homelessness Needs - Veterans Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Division of Housing and Citizen Services consulted with the agency throughout the year during large, coordinated meetings, one-on-one meetings, and during monitoring reviews of ongoing projects. The anticipated outcome was coordinating with the agency to serve the homeless community.

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3	**Agency/Group/Organization**	SRDA Pueblo, Inc.
	Agency/Group/Organization Type	Services - Housing Services-Elderly Persons
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Division of Housing and Citizen Services consulted with the agency one-on-one and during the monitoring review of ongoing projects. The anticipated outcome was the coordination of funding to allow the agency to address issues affecting elderly citizens within the city.
4	**Agency/Group/Organization**	Colorado Legal Services
	Agency/Group/Organization Type	Housing Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Eviction Prevention
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Division of Housing and Citizen Services consulted with the agency for one-on-one consultations and coordinated intergovernmental agency consultations. The goal of the consultation was to coordinate funding and develop wraparound services to keep families housed.
5	**Agency/Group/Organization**	Housing Authority of the City of Pueblo
	Agency/Group/Organization Type	Housing PHA Services - Housing Services-homeless

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	What section of the Plan was addressed by Consultation?	Public Housing Needs Homelessness Strategy Housing Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Division of Housing and Citizen Services consulted with the agency throughout the year during one-on-one meetings and monitoring reviews of ongoing projects. The anticipated outcome was the production of additional units and the coordination of LIHTC funding. Additionally, the City coordinated with the Authority on grant applications to the EPA and HUD.

Identify any Agency Types not consulted and provide rationale for not consulting

None excluded

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Health Solutions	The goals of the Consolidated Plan align with the efforts of the CoC.

Table 3 – Other local / regional / federal planning efforts

Narrative

The CoC has been included as a key stakeholder in the development of the Con-Plan, HOME-ARP Plan, the Strategic Housing Assessment and this AAP.

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AP-12 Participation - 91.401, 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

The city utilizes a grassroots approach for engagement to direct CDBG funding to low-income households and households within low-income communities. The City's Division of Housing and Citizen Services participates in many diverse groups and committees throughout the year to coordinate funding and funding opportunities and to let people know what is available in the community and who is the best point of contact for the type of service needed. The Division participates in the following community-based commissions, committees, and workgroups:

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- Community Services Advisory Commission (monthly meeting)
- Housing Update Call with the State Division of Housing (monthly call)
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- 6/20/24 - Meetings with developer Posada to develop the Oasis Apartments
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Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Newspaper Ad	Non-targeted /broad community	Notice of funding availability open from May 1, 2023 through May 31, 2023	Applications for programs and projects included in this 2024 AAP	All applications were accepted; not all applications were able to be funded.	Link and application on City's Homepage
2	Newspaper Ad	Non-English Speaking - Specify other language: Spanish	Notice of funding availability open from May 1, 2023 through May 31, 2023	Applications for programs and projects included in this 2024 AAP	All applications were accepted; not all applications were able to be funded.	Link and application on City's Homepage
3	Newspaper Ad	Non-targeted /broad community	Notice of Public Hearing to receive public input on use of funding.	None	None	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
4	Public Hearing	Non-targeted /broad community	A public hearing held in City Council Chambers following the grant request presentations.	Nineteen individuals were present and presented for themselves or the groups they represented.	None	Streamed Live on Zoom
5	Public Meeting	Non-targeted /broad community	Work Session with City Council on televised meeting and replayed for two weeks on the City Gov. Channel 17.	None	None	City Clerk is inviting you to a scheduled Zoom meeting. Join Zoom Meeting https://pueblo.zoom.us/j/83497433064 Meeting ID: 834 9743 3064 Passcode:
6	Internet Outreach	Non-targeted /broad community	City Council Work Session streamed live on Facebook.	None	None	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
7	Newspaper Ad	Non-targeted /broad community	Notice of availability for Draft Annual Action Plan - available at the Division's Office, Rawlings Library, the City Clerk's Office, and on the Division's website.	One comment was received	All comments were accepted	https://www.pueblo.us/DocumentCenter/View/24322/2023-Annual-action-plan-PDF?bidId=

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
8	Newspaper Ad	Non-English Speaking - Specify other language: Spanish	Notice of availability for Draft Annual Action Plan - available at the Division's Office, Rawlings Library, the City Clerk's Office, and on the Division's website.	None	None	https://www.pueblo.us/DocumentCenter/View/24322/2023-Annual-action-plan-PDF?bidId=
9	Public Hearing	Non-targeted /broad community	City Council Meeting Aug 12, 2024 - Ordinance to adopt 2024 Annual Action Plan	None	None	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

Introduction

The City of Pueblo will use its allocation and program income to further the goals identified in the 2020-2024 Consolidated Plan.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	1,453,413.00	0.00	0.00	1,453,413.00	0.00	Community Development Block Group 2024 Allocation. This is the final year of the 2020-2024 Consolidated Plan.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	880,344.35	0.00	0.00	880,344.35	0.00	HOME Investment Partnership Funds 2024 Allocation. This is the final year of the 2020-2024 Consolidated Plan
Other	public - federal	Acquisition Admin and Planning Housing Public Services Other	0.00	0.00	0.00	0.00	0.00	The City of Pueblo will utilize the CV funds to respond to issue exacerbated by the COVID-19 Pandemic

Table 2 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

CDBG funds will leverage funds in the Public Service sector. Combined with $950,000 in local funds from the City and Pueblo County, the CDBG funds will be leveraged by the non-profits to fund the services utilized within the community. HOME funds will be leveraged with other capital

stack investments to create housing units in partnership with the community and investors. The match to the HOME Grant was provided by Ordinance No. 10608 adopted on 11/27/2023. The city adpopted its annual budget on that date, included with the 2024 General Operating Budget for the City of the Pueblo (page D-78) was the funding for the HOME match.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City has acquired a property at 1302 E 5th Street, Pueblo, CO 81001 using ARPA funds, the property will be developed into affordable housing. Through a grant received by the Colorado Housing Finance Authority a preliminary design is being developed for potential investors.

Discussion

The activities included in the 2024 Annual Action Plan and the associated funding will be dedicated to achieving the goals identified in the Consolidated Plan. Funding contained in this AAP will serve:

Public services in the areas of homelessness, eviction prevention, shelter, budgeting, mentoring, and senior transportation.

Neighborhood improvements requested by citizens is the sidewalk replacement on Crystal Place and in the Grove Neighborhood.

Accessibility improvements are planned for ADA curb ramp replacements, Belmont Neighborhood.

Three housing programs will be funded to make necessary repairs to owner-occupied housing.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
2	New construction of affordable housing	2020	2024	Affordable Housing	Citywide	Affordable Housing	HOME: $792,310.35	Rental units constructed: 4 Household Housing Unit Homeowner Housing Added: 1 Household Housing Unit
3	Preserve existing affordable units (rehab)	2020	2024	Affordable Housing	Citywide	Affordable Housing	CDBG: $183,413.00	Homeowner Housing Rehabilitated: 23 Household Housing Unit
5	Provide housing and services to homeless/ near	2020	2024	Affordable Housing Homeless	Citywide	Public Services including Services for Homeless	CDBG: $133,745.00	Public service activities other than Low/Moderate Income Housing Benefit: 875 Persons Assisted
6	Provide public services to non-homeless population	2020	2024	Affordable Housing Non-Homeless Special Needs Non-Housing Community Development	Citywide	Public Services including Services for Homeless	CDBG: $80,005.00	Public service activities other than Low/Moderate Income Housing Benefit: 368 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
7	Improve and maintain public infrastructure and fac	2020	2024	Non-Housing Community Development	Citywide	Public Infrastructure and Facilities	CDBG: $766,250.00	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 597 Persons Assisted
11	Planning and administration of federal programs	2020	2024	Affordable Housing Public Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	Citywide Countywide	Administration and Planning	CDBG: $290,000.00 HOME: $88,034.00	Other: 1 Other

Table 3 – Goals Summary

Goal Descriptions

2	**Goal Name**	New construction of affordable housing
	Goal Description	New construction of affordable housing units.
3	**Goal Name**	Preserve existing affordable units (rehab)
	Goal Description	Rehabilitation/reconstruction of single and multi-family housing; energy efficiency improvements; accessibility modifications; lead-based paint abatement; minor housing repairs; and preservation of affordable units.

5	**Goal Name**	Provide housing and services to homeless/ near
	Goal Description	Housing and services for the homeless and near homeless include outreach, emergency, transitional, and permanent supportive housing, Rapid Re-Housing, supporting services, and rental assistance.
6	**Goal Name**	Provide public services to non-homeless population
	Goal Description	Other public services that are needed include housing and services for persons with HIV/AIDS; services for persons with physical, developmental, and intellectual disabilities; employment and workforce development; screening for lead-based paint hazards; housing counseling; neighborhood clean-up programs; crime awareness and prevention programs; transportation; health and mental health services; services for persons recovering from addiction; youth programs, food banks and other food-related services; childcare and related services; senior programs and related services; legal services; and financial literacy.
7	**Goal Name**	Improve and maintain public infrastructure and fac
	Goal Description	Public facilities include neighborhood, parks/recreation, parking, senior and youth, childcare, job training, cultural, non-residential historic preservation, and homeless facilities. Public infrastructure includes: • Street and sidewalk improvements. • Lighting and streetscaping. • Water and sewer improvements. • Flood drainage improvements. • Solid waste management improvements.
11	**Goal Name**	Planning and administration of federal programs
	Goal Description	Planning and administration for the successful implementation of CDBG and HOME programs.

AP-35 Projects - 91.420, 91.220(d)

Introduction

Introduction

The following is a list of the planned projects the City will fund with CDBG and HOME funds.

Project Name

1 CD2401 Administration
2 CD2402 Homeless Prevention
3 CD2403 Homeless Supportive Services
4 CD2404 Homeless Youth Services
5 CD2405 Catholic Charities Teen Mentoring
6 CD2406 SRDA Senior Transportation
7 CD2407 Crystal Place Sidewalks
8 CD2408 Grove Neighborhood Improvements
9 CD2409 ADA Curb Ramp Project 1
10 CD2410 ADA Curb Ramps Project 2
11 CD2411 Emergency Repair and Essential Services Program for Seniors
12 CD2412 Minor Repairs Program
13 CD2413 Rehabilitation Program
14 CD2414 Eastside Childcare Facility Improvements

#	Project Name
1	CD2401 Administration
2	CD2402 Homeless Prevention
3	CD2403 Homeless Supportive Services
4	CD2404 Homeless Youth Services
5	CD2405 It's All About Being a Teen
6	CD2406 SRDA Senior Transportation
7	CD2407 Crystal Place Sidewalk Replacement
8	CD2408 Grove Neighborhood Infrastructure Improvements
9	CD2409 ADA Curb Project I
10	CD2410 ADA Curb Ramps Project II
11	CD2411 Emergency Repair and Essential Services Program for Seniors
12	CD2412 Minor Repairs Program
13	CD2413 Housing Rehabilitation Program
14	CD2414 Eastside Childe Care Improvements
15	CD2415 Posada Parking Lot Improvements

#	Project Name
16	HO2410 - City HOME Administration
17	HO2420 Pueblo County HOME Administration
18	HO2430 - Pueblo County Housing Programs
19	HO2440 Community Development Housing Organization Project
20	HO2450 - City Housing Programs
21	HO2470 – CHDO Operating

Table 4 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

AP-38 Project Summary

Project Summary Information

1	**Project Name**	CD2401 Administration
	Target Area	Citywide Countywide
	Goals Supported	Planning and administration of federal programs
	Needs Addressed	Administration and Planning
	Funding	CDBG: $290,000.00
	Description	Administrative and planning activities associated with the CDBG program, fair housing education, and outreach.
	Target Date	2/28/2025
	Estimate the number and type of families that will benefit from the proposed activities	N/A - Administration activity
	Location Description	Administration of the grant funds will occur at 2631 E 4th Street, Pueblo, CO 81001 (CT11, BLK1)
	Planned Activities	Administrative and planning activities associated with the CDBG program and fair housing education and outreach.
2	**Project Name**	CD2402 Homeless Prevention
	Target Area	Citywide
	Goals Supported	Provide housing and services to homeless/ near
	Needs Addressed	Public Services including Services for Homeless
	Funding	CDBG: $23,745.00
	Description	The funding will assist low-income families cover their monthly rent and provide them with case management services in financial emergencies. This support aims to help families manage and maintain a budget, increase their income, and reduce the risk of homelessness.
	Target Date	12/31/2025
	Estimate the number and type of families that will benefit from the proposed activities	Up to 25 individuals and families will benefit from the proposed activity.

	Location Description	Services provided at 501 Belmont Avenue, Pueblo, CO (CT18, BLK 1)
	Planned Activities	Provide case management and one-time subsistence payment for rent or mortgage arrears, including utilities covering up to a (3) month period.
3	**Project Name**	CD2403 Homeless Supportive Services
	Target Area	Citywide
	Goals Supported	Provide housing and services to homeless/ near
	Needs Addressed	Public Services including Services for Homeless
	Funding	CDBG: $75,000.00
	Description	Funding will provide supportive services to low-income, newly unemployed, and homeless families and individuals. Supportive services include comprehensive case management services, basic needs assistance, and referrals and support.
	Target Date	12/31/2025
	Estimate the number and type of families that will benefit from the proposed activities	Provide service and case management to 750 unduplicated individuals over the year.
	Location Description	Services offered at 501 Belmont Ave, Pueblo, CO 81004 (CT18, BLK 1)
	Planned Activities	Supportive services include comprehensive case management services, basic needs assistance and referrals and support.
4	**Project Name**	CD2404 Homeless Youth Services
	Target Area	Citywide
	Goals Supported	Provide housing and services to homeless/ near
	Needs Addressed	Public Services including Services for Homeless
	Funding	CDBG: $35,000.00

	Description	The funding will provide case management and services for homeless youth, including emergency shelter, transitional housing, supportive services, basic services, transportation, assistance with obtaining IDs and birth certificates, reunification support, case management in collaboration with housing, education, employment services, life skills classes, and supplies.
	Target Date	12/31/2025
	Estimate the number and type of families that will benefit from the proposed activities	Provide service and case management to 100 unduplicated individuals (Youth 18-25) over the year.100 Individuals (Youth 18-25) will benefit from the activity.
	Location Description	Services offered at 501 Belmont Ave, Pueblo, CO 81004 (CT18, BLK 1)
	Planned Activities	Funding will be used for the provision of case management and services for homeless youth, including emergency shelter, transitional housing supportive services, basic services, transportation, assistance with IDs and birth certificates, reunification, case management in conjunction with housing, education and employment services, life skills classes, and supplies for the homeless youth.
5	**Project Name**	CD2405 It's All About Being a Teen
	Target Area	Citywide
	Goals Supported	Provide public services to non-homeless population
	Needs Addressed	Public Services including Services for Homeless
	Funding	CDBG: $50,005.00

	Description	Catholic Charities of Southern Colorado (CCSoCo) will utilize funding for the agencyÃ¿Â¿Ã¿Â¿Ã¢Ã¿Â¿Ã¿Â¿Ã¿Â¿Ã¿Â¿Ã¿Â¿s ItÃ¿Â¿Ã¿Â¿Ã¢Ã¿Â¿Ã¿Â¿Ã¿Â¿Ã¿Â¿Ã¿Â¿Ã¿Â¿s All About Being a Teen program. It's All About Being a Teen (IAABAT) is a dynamic interactive class designed to increase positive self-worth, personal empowerment, self-discipline, empathy, healthy attachments, and resilient-protective behaviors. Many of the families we serve have backgrounds rooted in trauma, poverty, gender and racial disparities, and limited access to resources. These characteristics contribute to teens experiencing greater percentages of risk factors and violence. Youth violence is linked to negative health and well-being outcomes and disproportionately impacts communities of color which are very prevalent in Pueblo. Violence increases the risk for behavioral and mental health difficulties including future violence perpetration and victimization, smoking, substance use, high-risk sexual behavior, depression, academic difficulties, school dropout, and suicide. It's All About Being a Teen was developed for young people at risk of disturbed and delinquent behaviors. The lessons help this population understand, define, and choose healthy and nurturing lifestyles. Through self-report inventories, role-play, discussions, and creative expression, teens in the program will address risk factors like peer pressure and bullies, substance use, and behavioral/mental health problems. Funding will support a combination of program supplies, operational expenses, and staffing costs. Operational costs include items needed to prepare hot meals for participants prior to the class time, The staff positions which would be incorporated include the Nurturing Parenting Program Coordinator (30%), a Program Facilitator (35%), and a Youth Facilitator (50%).
	Target Date	2/28/2025
	Estimate the number and type of families that will benefit from the proposed activities	CCSoCo plans to serve 54 teens through 3 sixteen-week classes during this grant period. This is an increase of about 9-10 teens for the coming program year.
	Location Description	The project will be facilitated at 429 W. 10th Street, Pueblo, CO 81003 (CT6, BLK 1)

	Planned Activities	It's All About Being a Teen encompasses 99 lessons categorized into 15 competencies. The course will run 16 weeks, three times per year, and serve on average 18 youth per cohort for a yearly total of 54 participants. The sessions will last three hours, which will include a mealtime (a hot meal is provided preceding each class). The program only hosts one session per week because it offers adequate exposure to course materials without overloading. The teens have the opportunity to practice what they learn through homework assignments. Our program will be held on Fridays and will not compete with school commitments. Neither of the local school districts (District 60 and District 70) hold classes on Fridays. The weekly, semester-long course will balance the needed exposure for impact with consideration for retention and keeping the target population engaged. Although it was initially designed by the evidence-based Nurturing Parenting Program as a tertiary intervention (i.e. working with individual who have already experienced maltreatment, correctional issues, etc.), for the purpose of our program and our population, we use the It's All About Being a Teen program as a secondary intervention. This means that our target population consists of teens who are at high-risk (or have increased risk factors) of experiencing maltreatment, abuse, mental health issues, correctional issues, and more. This approach takes a more preventative stance which improves chances for ultimately positive outcomes for the teens involved in the program. The target population for this program (high-risk youth) typically experiences high instances of generational poverty, gender and racial disparities, limited access to resources and education, and in many cases, trauma. CCSoCo is Pueblo's designated Family Resource Center (FRC). As such, we use a Family Strengthening approach to increase protective factors and build upon the strengths of the youth and families we serve. The IAABAT program helps to increase protective factors by providing teens with opportunities to practice association with prosocial peers, gain skills and opportunities in solving problems non-violently, and build high self-esteem. Class text is individualized and developed by the participant using reflection activities as they apply the course material to their own life and values. Activities are aimed at helping teens understand their values and self-worth along with what's happening in the world and relationships around them. We have experienced tremendous success in our programs due to the inclusivity

		of the entire family so that no one family member is struggling in a silo to work toward self-sufficiency and well-being.
6	**Project Name**	CD2406 SRDA Senior Transportation
	Target Area	Citywide
	Goals Supported	Provide public services to non-homeless population
	Needs Addressed	Public Services including Services for Homeless
	Funding	CDBG: $30,000.00
	Description	The SRDA Transportation program is planning to purchase a twelve-passenger vehicle equipped to accommodate five wheelchairs. The CDBG funding will provide 20% of the funds required to secure the vehicle, and CDOT (Colorado Department of Transportation) will provide the balance of the funds needed. This purchase is part of SRDA's vehicle replacement schedule, allowing them to replace older, higher-cost, higher-mileage vehicles in their fleet. Additionally, the funds may fuel the existing fleet providing daily service.
	Target Date	6/1/2025
	Estimate the number and type of families that will benefit from the proposed activities	314 Individuals will be served by the program.
	Location Description	The program will be operated from the SRDA facilities at 230 N. Union Avenue, Pueblo, CO 81003
	Planned Activities	The Program will provide transportation for seniors to needed appointments and essentials.
7	**Project Name**	CD2407 Crystal Place Sidewalk Replacement
	Target Area	Citywide
	Goals Supported	Improve and maintain public infrastructure and fac
	Needs Addressed	Public Infrastructure and Facilities
	Funding	CDBG: $~~107,500.00~~61,851.00
	Description	Replace the deteriorated sidewalk and install ADA curb ramps on both sides of Crystal Place on the one-block street between Lake Avenue and the Bessemer Ditch. Improve ADA pedestrian poles/traffic signals at the intersection of Orman and Jones Avenues.
	Target Date	2/28/2025

	Estimate the number and type of families that will benefit from the proposed activities	Nineteen families will be assisted by this project.
	Location Description	
	Planned Activities	Sidewalk replacement and installation of ADA curb ramps.
8	**Project Name**	CD2408 Grove Neighborhood Infrastructure Improvements
	Target Area	Citywide
	Goals Supported	Improve and maintain public infrastructure and fac
	Needs Addressed	Public Infrastructure and Facilities
	Funding	CDBG: $153,600.00
	Description	Selective replace the deteriorated sidewalk and installation ADA curb ramps throughout the Grove Neighborhood.
	Target Date	5/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	Twenty-five families will benefit from the project.
	Location Description	Bound by Rush, Palm, Clark, Spring, and Plum Streets between the levee and C Streets (CT35, BLK 1).
	Planned Activities	Sidewalk replacement and installation of ADA curb ramps.
9	**Project Name**	CD2409 ADA Curb Project I
	Target Area	Citywide
	Goals Supported	Improve and maintain public infrastructure and fac
	Needs Addressed	Public Infrastructure and Facilities
	Funding	CDBG: $200,000.00

	Description	Install ADA-compliant accessible curb ramps at street intersections and crosswalks in the Belmont neighborhood along Bonforte Blvd. The project will entail the replacement of existing curb and gutter, concrete cross pans, asphalt repair, striping, decorative concrete and retaining walls, signage, disturbed landscaping, and irrigation. The project may include the relocation of existing street lighting, signal lights, associated electrical boxes, and wiring. Relocation of adjacent utilities may be required to complete the proposed project.
	Target Date	12/31/2024
	Estimate the number and type of families that will benefit from the proposed activities	The project will install 10 ADA compliant curb ramps.
	Location Description	The project will replace multiple ADA curb ramps in Census Tract 9.02 BLK 1 (56.9% LMI) and Census Tract 9.04 BLK 1 (59.7% LMI).
	Planned Activities	The project will entail replacing the existing curb and gutter, 7" concrete cross pans, 4" asphalt repair, striping, decorative concrete and retaining walls, signage, disturbed landscaping, and irrigation. It may also include relocating existing street lighting, signal lights, associated electrical boxes, and wiring. Relocating adjacent utilities may be required to complete the proposed project.
10	**Project Name**	CD2410 ADA Curb Ramps Project II
	Target Area	Citywide
	Goals Supported	Improve and maintain public infrastructure and fac
	Needs Addressed	Public Infrastructure and Facilities
	Funding	CDBG: $200,000.00
	Description	Install ADA-compliant accessible curb ramps at street intersections and crosswalks throughout the City of Pueblo. Install a connecting sidewalk between ADA ramps where a sidewalk does not exist. The project will entail the replacement of existing curb and gutter, concrete cross pans, asphalt repair, striping, decorative concrete and retaining walls, signage, disturbed landscaping, and irrigation. The project may include relocating existing street lighting, signal lights, associated electrical boxes, and wiring. Relocation of adjacent utilities may be required to complete the proposed project.
	Target Date	12/31/2024

	Estimate the number and type of families that will benefit from the proposed activities	15 ADA Curb Ramps will be installed. The project will help the community and allow the City to comply with American's with Disabilities Act.
	Location Description	The project will replace multiple ADA curb ramps in Census Tract 9.02 BLK 1 (56.9% LMI) and Census Tract 9.04 BLK 1 (59.7% LMI)
	Planned Activities	The project will entail replacing the existing curb and gutter, 7" concrete cross pans, 4" asphalt repair, striping, decorative concrete and retaining walls, signage, disturbed landscaping, and irrigation. It may also include relocating existing street lighting, signal lights, associated electrical boxes, and wiring. Relocating adjacent utilities may be required to complete the proposed project.
11	**Project Name**	CD2411 Emergency Repair and Essential Services Program for Seniors
	Target Area	Citywide
	Goals Supported	Preserve existing affordable units (rehab)
	Needs Addressed	Affordable Housing
	Funding	CDBG: $40,000.00
	Description	The ERESP program is a successful emergency rehabilitation program in its 22nd year. The program has assisted over 873 senior citizens. The CDBG funds will provide emergency repairs to low-income senior households within the Pueblo City limits. ERESP provides emergency repairs for faulty plumbing, lack of water and heat, faulty electrical wiring, leaking roofs, and other emergencies. There has also been a tremendous increase in demand for accessibility modifications such as handrails, ramps, handicapped showers, and grab bars.
	Target Date	12/31/2025
	Estimate the number and type of families that will benefit from the proposed activities	Eight low to moderate income elderly household will be served by this project.
	Location Description	The project will assis participants with in the city limits.

	Planned Activities	ERESP offers emergency repairs for issues such as faulty plumbing, lack of water, heat, faulty electrical wiring, leaking roofs, and other emergencies. There has also been a significant rise in requests for accessibility modifications like handrails, ramps, handicapped showers, and grab bars.
12	**Project Name**	CD2412 Minor Repairs Program
	Target Area	Citywide
	Goals Supported	Preserve existing affordable units (rehab)
	Needs Addressed	Affordable Housing
	Funding	CDBG: $75,000.00
	Description	The City of Pueblo established the Minor Repair Program in 2009 to provide repair services to low- to moderate-income, owner-occupied housing. The Program can make singular-type repairs in people's homes for those who cannot afford to make the repairs themselves. The program aims to restore the services to the home, make necessary improvements to the home's habitability, and increase the home's longevity through the restoration of deferred maintenance.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	(12) Owner-occupied households will be assisted by the program through code-compliant housing repairs during the year.
	Location Description	The Program will be operated within the city limits.
	Planned Activities	Each minor repair project is limited to $5,000 and can cover the repair of one item in the home or one category within the home. For example, this could involve replacing an exterior door as a single item or replacing the water supply lines throughout the home as an item within the plumbing category.
13	**Project Name**	CD2413 Housing Rehabilitation Program
	Target Area	Citywide
	Goals Supported	Preserve existing affordable units (rehab)
	Needs Addressed	Affordable Housing
	Funding	CDBG: $68,413.00

	Description	The project aims to offer housing rehabilitation services to low-income, owner-occupied, single-family homes. The program has a limit of $25,000 per home. The funds can be used to repair or replace mechanical, electrical, and plumbing systems within the home. They can also cover other structural repairs or weatherization elements such as roofing, siding, painting, doors, and windows. Cosmetic items are allowed as long as they contribute to the goal of providing decent, safe, and sanitary housing.
	Target Date	2/28/2025
	Estimate the number and type of families that will benefit from the proposed activities	Three families will be assisted. Eligible applicants are homeowners within the city of Pueblo, who have lived in their home for more than two years and are income qualified below 80% Area Median Income.
	Location Description	The Program will be operated with in the city limits.
	Planned Activities	CDBG funds will be used for direct construction expenses of the projects and required services, including LBP inspection, LBP risk assessment, clearance testing, asbestos and other environmental consulting, engineering, credit and ownership reports, printing, and publication.
14	**Project Name**	CD2414 Eastside Childe Care Improvements
	Target Area	Citywide
	Goals Supported	Improve and maintain public infrastructure and fac
	Needs Addressed	Public Infrastructure and Facilities
	Funding	CDBG: $~~65,000.00~~100,000.00
	Description	Construct a two-van garage to protect and store vehicles overnight. The project will also replace the flooring in the toddler room to remediate water damage from a plumbing leak.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	One public facility will be upgraded. The facility serves young families in a low-mod area allowing the parents to work outside of the home.
	Location Description	The project is located at 2717 E. 8th Street, Pueblo, CO 81001 (CT10, BLK1).

	Planned Activities	Construct a two-van garage to protect and store vehicles overnight. The project will also replace the flooring in the toddler room to remediate water damage from a plumbing leak.
15	**Project Name**	CD2415 Posada Parking Lot Improvements
	Target Area	Citywide
	Goals Supported	Improve and maintain public infrastructure and fac
	Needs Addressed	Public Infrastructure and Facilities
	Funding	CDBG: $40,150.00
	Description	Install an ADA compliant entry ramp with railing and re-surface the existing parking lot to included striping and ADA signage. The project will improve accessibility and designate ADA parking from the other spaces.
	Target Date	2/28/2025
	Estimate the number and type of families that will benefit from the proposed activities	Posada's public services are operated out of their office at 501 Belmont Avenue, the parking lot improvements will allow the non-profit to serve the homeless in the community. The agency serves 1000 clients annually.
	Location Description	The project will take place at 501 Belmont Avenue, Pueblo, CO 81004 (CT18, BLK1).
	Planned Activities	Install an ADA compliant entry ramp with railing and re-surface the existing parking lot to included striping and ADA signage. The project will improve accessibility and designate ADA parking from the other spaces.
16	**Project Name**	CD2416 Environmental Testing for Future Development
	Target Area	Citywide
	Goals Supported	Low/Moderate-income Area Benefit
	Needs Addressed	Housing
	Funding	CDBG: $10,649
	Description	
	Target Date	11/20/2026

	Estimate the number and type of families that will benefit from the proposed activities	1,000
	Location Description	
	Planned Activities	Environmental testing in low/moderate-income areas for future development sites.
176	**Project Name**	HO2410 - City HOME Administration
	Target Area	Citywide Countywide
	Goals Supported	Planning and administration of federal programs
	Needs Addressed	Administration and Planning
	Funding	HOME: $76,589.00
	Description	Administration and planning activities for the HOME program.
	Target Date	2/28/2025
	Estimate the number and type of families that will benefit from the proposed activities	N/A - Administration activity
	Location Description	Division of Housing and Citizen Services, 2631 E 4th Street, Pueblo, CO 81001
	Planned Activities	Administration of the HOME program.
187	**Project Name**	HO2420 Pueblo County HOME Administration
	Target Area	Countywide
	Goals Supported	Planning and administration of federal programs
	Needs Addressed	Administration and Planning
	Funding	HOME: $11,445.00
	Description	Pueblo County's administration of the HOME Program.
	Target Date	2/28/2025

	Estimate the number and type of families that will benefit from the proposed activities	N/A - Administration activity
	Location Description	Pueblo County Department of Human Services, 405 W. 9th Street, Pueblo, CO 81003
	Planned Activities	
1~~8~~9	**Project Name**	HO2430 - Pueblo County Housing Programs
	Target Area	Countywide
	Goals Supported	New construction of affordable housing
	Needs Addressed	Affordable Housing
	Funding	HOME: $~~85,834.00~~80,111.76
	Description	This includes a range of activities, including TBRA, new construction, rehabilitation, acquisition/rehab, in-fill development, and other housing activities allowed by HOME regulations.
	Target Date	2/28/2026
	Estimate the number and type of families that will benefit from the proposed activities	One rental unit will be constructed with the funding.
	Location Description	Pueblo County Department of Human Services, 405 W. 9th Street, Pueblo, CO 81003
	Planned Activities	This includes a range of activities, including TBRA, new construction, rehabilitation, acquisition/rehab, in-fill development, and other housing activities allowed by HOME regulations.
20~~19~~	**Project Name**	HO2440 Community Development Housing Organization Project
	Target Area	Citywide
	Goals Supported	New construction of affordable housing
	Needs Addressed	Affordable Housing
	Funding	HOME: $132,052.00

	Description	A CHDO project has not yet been identified. The funds will target the production of one of the following activities: - New construction or rehabilitation of housing units, for rental or homebuyer projects.
	Target Date	12/31/2026
	Estimate the number and type of families that will benefit from the proposed activities	One unit will be constructed or rehabilitated.
	Location Description	TBD
	Planned Activities	A CHDO project has not yet been identified. The funds will target the production of one of the following activities: • New construction or rehabilitation of housing units • For rental or homebuyer projects.
2~~1~~0	**Project Name**	HO2450 - City Housing Programs
	Target Area	Citywide
	Goals Supported	New construction of affordable housing
	Needs Addressed	Affordable Housing
	Funding	HOME: $~~574,424.00~~536,129.24
	Description	This includes a range of activities, including TBRA, new construction, rehabilitation, acquisition/rehab, in-fill development, and other housing activities allowed by HOME regulations.
	Target Date	12/31/2026
	Estimate the number and type of families that will benefit from the proposed activities	(3) families will benefit from this activity: • One family whose income is below 50% of the Area Median Income; • One family whose income is above 50% of the Area Median Income; • One family whose income is below 80% of the Area Median Income;
	Location Description	City limits

	Planned Activities	The City intends to use its HOME allocation to support the infill construction of two affordable housing units for low—and moderate-income homeowners. Additionally, HOME funds may support the rehabilitation of rental projects, although specific projects have not yet been determined. For rental rehabilitation activities, recapture provisions will be set in place for the amount invested in the property. HOME funds will be utilized for the construction of one infill home. A direct subsidy may be offered to buyers below 80% AMI who qualify for an FHA mortgage or other 30-year fixed-rate mortgage but are unable to secure a mortgage for the appraised value. The amount of the direct subsidy provided will determine the length of the affordability period, with the subsidy amount falling within established limits.
21	**Project Name**	HO2470 – CHDO Operating
	Target Area	Citywide
	Goals Supported	New construction of affordable housing
	Needs Addressed	Affordable Housing
	Funding	HOME: $44,017
	Description	Operational funding for Community Housing Development Organizations
	Target Date	12/31/2026
	Estimate the number and type of families that will benefit from the proposed activities	It is estimated that 25 families will benefit from the creation of new affordable housing units within the Pueblo City Limits.
	Location Description	City limits
	Planned Activities	CHDO Operational Funding

AP-50 Geographic Distribution - 91.420, 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

CDBG funds are eligible within the city limits, and will be targeted to serving a low income population. HOME funds are eligible to be expended within Pueblo county. Rental housing or rental units are the primary focus with these funds. The majority of rental housing is located within the city of Pueblo. There are no identified geographic priorities within the City or County. The funds will be expended as described below.

Geographic Distribution

Target Area	Percentage of Funds
Citywide	94
Countywide	6

Table 5 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The majority of funds are allocated to the City of Pueblo. The City receives an additional $1.4 million in CDBG funds compared to the County, making it seem like a higher percentage of funds are being spent. The HOME funds are distributed between consortia partners based on percentages determined by HUD. The City receives 87% of the funds, and the County receives 13%. These percentages are typically updated each June. Within the city, funds are allocated to different neighborhoods to address the needs of residents.

Discussion

Access to transit, services, and broadband is limited outside the city limits. Directing the majority of the funding to promote housing and services within the city limits will benefit more low-income individuals and families and provide greater coordinated access to the funded services and amenities.

Affordable Housing

AP-55 Affordable Housing - 91.420, 91.220(g)

Introduction

The following tables outline the affordable housing goals funded with CDBG and HOME funds using 2024 dollars.

One Year Goals for the Number of Households to be Supported	
Homeless	3
Non-Homeless	26
Special-Needs	2
Total	31

Table 6 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	5
The Production of New Units	3
Rehab of Existing Units	23
Acquisition of Existing Units	0
Total	31

Table 7 - One Year Goals for Affordable Housing by Support Type

Discussion

According to 91.220(1), the HOME program has specific requirements. Eligible applicants for HOME-funded programs include low—and moderate-income households living in the city or County and developers working on projects to build or renovate income-restricted units. HOME requirements also apply to applications for HOME funds for Low-Income Housing Tax Credit (LIHTC) projects or RAD conversions carried out by the Housing Authority.

AP-60 Public Housing - 91.420, 91.220(h)

Introduction

The following action plan will address the needs of public housing.

Actions planned during the next year to address the needs to public housing

This year, the Housing Authority of the City of Pueblo completed the third phase of the Rental Assistance Demonstration program. The phase involved transferring 47 tenants from the Sangre de Cristo Apartments to the new Crawford Townhomes complex. The next and final phase of the program will be the Sitter Townhomes project, which will involve demolishing the remaining units of the Sangre de Cristo Apartments and building up to 40 new units.

Additionally, the City of Pueblo now has nine new homeowners as a result of the Low-Income Housing Tax Credit (LIHTC) project, Oakshire. Nine more units were sold to eligible tenants who had signed an option agreement with HACP, and four or more tenants are awaiting their opportunity to buy their homes. The sale of these homes was part of an agreement between HACP and the Colorado Housing and Finance Authority upon the completion of the project.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The Housing Authority of the City of Pittsburgh (HACP) actively encourages public housing residents to participate in programs that promote self-sufficiency and homeownership. One such program is the Home Ownership Program (HOP). It allows families receiving assistance through the Housing Choice Voucher program to use their vouchers towards homeownership while providing monthly assistance for homeownership expenses. Currently, HACP has 28 participants in the HOP program.

Additionally, HACP runs the Family Self-Sufficiency Program (FSS), a voluntary five-year program designed to help participants in both the Housing Choice Voucher and Public Housing programs improve their economic status and reduce reliance on public assistance. Currently, there are 76 participants enrolled in the program, with 298 FSS contracts completed since October 1998. The Family Self-Sufficiency Coordinator is crucial in helping participants create personalized plans for self-reliance, identify necessary steps and activities to achieve their goals, and provide referrals to supportive social services such as childcare, job preparation, credit counseling, education, transportation, and vocational training.

If the PHA is designated as troubled, describe the manner in which financial assistance will be

provided or other assistance

The Housing Authority of the City of Pueblo is not designated as a troubled PHA.

Discussion

The City of Pueblo has joined efforts with the Housing Authority to demolish units within a decomissioned public housing site to be converted to a RAD Section 8 project by applying to the EPA for $3M in funds to begin the housing project.

AP-65 Homeless and Other Special Needs Activities - 91.420, 91.220(i)

Introduction

This section describes the goals and actions for reducing and ending homelessness.
The City of Pueblo does not directly receive ESG funds. Instead, a portion of its CDBG funds is used for public services to support individuals experiencing homelessness or at risk of becoming homeless. These services include initiatives such as youth outreach, homeless prevention, and covering operating costs for housing providers.

The Pueblo CoC is committed to assisting families and individuals experiencing or at risk of homelessness, aligning its goals with the Colorado Balance of State Continuum of Care goals. These goals include expanding access to quality, integrated healthcare, increasing housing opportunities, advocating for improved public policy and community engagement to end homelessness, developing a highly trained and equipped workforce for the Colorado Coalition for the Homeless (CCH), and enhancing CCH's financial stability.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The Pueblo Continuum of Care (CoC), part of the Colorado Balance of State, aims to reduce homelessness by helping individuals and families move into permanent housing. To achieve this goal, the CoC regularly meets to identify ongoing needs and discuss issues affecting homeless individuals. Health Solutions is the lead agency that provides outreach to assess the needs of those experiencing homelessness. The CoC is involved in the Built for Zero campaign, which aims to end homelessness by maintaining a By-Name list for each category (e.g., veterans and families).

Addressing the emergency shelter and transitional housing needs of homeless persons

Posada and the Pueblo Rescue Mission, along with the Pueblo Health Department, Police, and Fire Departments, provide outreach to local camps and areas of town where individuals are homeless or stranded, such as the railroad tracks, interstate, and Fountain Creek. The team includes medical and mental health professionals, veteran representatives, Medevac personnel, and law enforcement. They document the camps, take pictures, and offer basic medical care and other resources, including shelter, to individuals and families. The goal is to build trust among the homeless population and help them transition off the streets.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to

permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

Funding has been and continues to be the main challenge in expanding housing and services for people and families experiencing homelessness and those at risk of becoming homeless. The City of Pueblo plans to use CDBG funds to provide services. However, tenant-based rental assistance through HOME funding is limited due to a lack of available housing and market rents that exceed the HOME rental limit.

The Pueblo CoC aims to assist families and individuals experiencing or at risk of homelessness in line with the BoS goals:

- Expand access to quality, integrated healthcare
- Expand housing opportunities
- Improve public policy and community engagement to end homelessness

Local agencies working to end homelessness collaborate to provide services and housing. However, one of the biggest challenges is finding safe and affordable units for individuals and families. The City will continue participating in the Continuum of Care and support the Pueblo CoC in seeking additional funding.

In 2019, the City established a 92-bed homeless shelter to help meet the emergency shelter needs of people experiencing homelessness. In 2021, the Right Place, a 35-unit permanent supportive housing facility, began operating at full capacity. Planned for 2024 is the redevelopment of a strip mall to provide emergency shelter during inclement weather. The additional facility will provide increased service and allow for isolation should shelter residents be ill.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

At-risk populations include individuals released from the correctional system, the Colorado Mental Health Institute, and youth transitioning out of foster care. The City's Tenant-Based Rental Assistance Program targets these populations with its funding. All three systems have discharge plans that provide short-term housing funding. However, the issue arises when these individuals have used up the program's resources but have yet to become self-sufficient. In such cases, the CoC steps in to assist

these individuals.

Stakeholders emphasized the need to involve healthcare institutions in adhering to discharge policies and ensuring that people with significant medical needs are not released directly into homelessness. If they are, medical respite beds in emergency shelters are required to meet these individuals' needs.

Discussion

The Pueblo Consortium will coordinate its efforts to administer the HOME-ARP received in 2021, using the strategies outlined in the program requirements and the needs and obstacles outlined above.

AP-75 Barriers to affordable housing -91.420, 91.220(j)

Introduction

The Draft Analysis of Impediments to Fair Housing Choice has been completed. The AI identifies barriers to fair housing that are also barriers to affordable housing. The City may select additional actions to take than the ones listed below.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Below are some identified strategies to overcome barriers to affordable housing:

- Provide financial assistance to renters and owners through Tenant-Based Rental Assistance (TBRA), down payment and closing cost assistance, and security deposit assistance.
- Invest Community Development Block Grant (CDBG) and HOME funds in affordable housing development.
- Revise zoning regulations to improve the ability of developers to build missing middle housing.
- Revise zoning definitions to expand areas allowing manufactured housing.
- Revise zoning definitions to redefine a family unit to permit group homes where allowed by State law.
- Revise the city's limited English proficiency policy to conform to updated guidance.
- Update the City's Anti-displacement and Relocation Plan to ensure that low-income individuals and households at risk are protected.
- Provide fair housing education and outreach to landlords, management companies, renters, lenders, potential homebuyers, real estate agents, and others in the real estate industry, as well as provide legal assistance to move housing through probate.

Discussion

In 2021, the City and County conducted a strategic housing assessment that identified the lack of market-rate housing as a severe impediment to affordable housing. This lack of market housing does not allow the real estate market to operate effectively, leading to sales price escalations and increasing rents. The city's number one goal is to increase the housing supply of all types, increase the vacancy rate, and relieve rents.

In 2022, the City designated NeighborWorks of Southern Colorado as a non-profit instrument of the government. This distinction allows the non-profit to provide additional down payment assistance to homebuyers. The non-profit can now assist homebuyers who cannot raise the minimum down payment equal to 3.5% of the purchase price required by FHA. Previously, the non-profit could only assist homebuyers who contributed 3.5% towards the down payment with personal funds.

In 2022, the City authorized the Multi-Family Zoning Code to provide more design flexibility and reduce development time and cost. Previously, multi-family developments were classified as commercial projects and required to meet the same standards as grocery stores or large box stores. The new code allows for more design options and a more comprehensive range of materials, which makes for a better or more economical product and saves time without requesting unnecessary variances.

AP-85 Other Actions - 91.420, 91.220(k)

Introduction

The following section describes other actions to be taken to meet the needs of the community.

Actions planned to address obstacles to meeting underserved needs

The main challenge in meeting the needs of underserved populations is the limited funding available to address their priorities. The gap between what households can afford to pay for housing and the actual cost of housing is increasing, making it challenging to meet the needs of underserved communities. Additionally, the city lacks affordable housing options to cater to the community's needs.

The reduced ability to afford rising housing expenses has led to increased homelessness, higher demand for supportive services, rising housing costs, stagnant wages adjusted for inflation, and an aging housing inventory that needs refurbishment. To address these challenges, the City of Pueblo will collaborate with public agencies and non-profit organizations to maximize resources and outcomes in housing and community development. Utilizing funds such as CDBG and CDBG-CV, the city will work with local service providers to prevent homelessness by providing rent assistance and utility aid to very low-income households. Additionally, housing counseling and case management services will be provided.

The city and the County will continue to allocate general revenue to fund various public services. While the demand for resources is more significant than what is available, local funding supports several agencies working to assist vulnerable residents. It enables these agencies to attract outside financing through local support.

To promote and maintain affordable housing, the city plans to use CDBG funds for housing rehabilitation programs tailored for seniors and individuals requiring accessibility modifications to age in place. Furthermore, HOME funds will be used to construct new homebuyer and rental housing units.

The City of Pueblo Department of Public Health and Environment operates a lead blood testing program for residents. The program includes lead risk and hazard reduction education for property owners, managers, and tenants, environmental testing for lead hazard screening, blood lead screening for children and women, and monitoring programs for children with elevated blood lead levels. The department also provides information on common sources of lead exposure, potential health effects, and methods to reduce exposure.

Efforts to reduce the number of families living in poverty will involve coordinating with existing agencies to evaluate needs, deliver services, and provide funding assistance through the CDBG Program when resources are insufficient. Additionally, the city will work to coordinate community development strategies, facilitate access to financial services, and support agencies' fundraising efforts.

The City of Pueblo is committed to coordinating Anti-Poverty and Community Development initiatives. It has established intergovernmental agreements to administer funds to non-profit agencies and economic development organizations that enhance the quality of life in the community. The city is also working to foster collaboration among various community groups.

Actions planned to foster and maintain affordable housing

The City will utilize its CDBG funds to continue several housing rehabilitation programs including programs for seniors and persons needing accessibility modifications to age in place. These housing rehab programs work to maintain the quality of the affordable housing stock occupied by low- and moderate-income households. Additionally, the City will utilize HOME funds toward the new construction of homebuyer and rental housing units.

Actions planned to reduce lead-based paint hazards

The City will promote awareness and undertake LBP Training of contractors within the community to help prevent accidental poisoning due to construction.

Actions planned to reduce the number of poverty-level families

Ongoing efforts to strengthen economic development and provide the City's lowest-income households with needed housing-related assistance and services directly address needs identified in this plan. The City will work with existing agencies that serve persons in poverty in order to evaluate their needs, coordinate the delivery of services, and determine if funding assistance should be made available through the CDBG Program in cases where there are insufficient resources to meet the identified needs. In addition, the City will:

- continue to work to coordinate community development strategies, needs assessments and integrated planning.
- continue to work within the Continuum of Care process and other coordinating agencies to reduce duplication, improve integration, and identify unmet service needs.
- expand coordination among local funding entities to streamline the application process, and to maximize the impact of those resources.
- coordinate efforts to develop a financial navigation center to increase banking participation and financial literacy.
- provide letters of support and other documentation to agencies in support of their fundraising

efforts.

- enhance public access to information about community services.

Actions planned to develop institutional structure

The City of Pueblo is committed to the continued coordination of all Anti-Poverty and Community Development initiatives. The City has entered into several intergovernmental agreements with other entities such as Pueblo County to administer the Community Services Advisory Commission process, which allocates general revenue funds from both entities to non-profit agencies and economic development organizations that enhance the quality of life in the community. The City is also working to reduce silos through groups such as the Pueblo Community Commission on Housing and Homelessness, which is a group of over 40 individuals from across government, housing and medical services that meet regularly to discuss issues and problem solve.

Another local group is the Pueblo Business Economic Recovery Team (BERT) which is a collaboration between local government, chambers of commerce, and economic development focused agencies who have all come together to develop resources, support messaging, and positively impact local businesses during the COVID-19 pandemic. Various BERT sub-committees are connecting businesses that need different types of assistance with individuals and organizations that can help. Types of assistance include financial, marketing and management consulting.

Actions planned to enhance coordination between public and private housing and social service agencies

Meaningful collaboration as it relates to the development and implementation of housing and community development programs and services has become increasingly important as the federal resources available to these programs continue to decline. Collaboration with housing and service providers helps the City to capture the maximum benefit for each dollar it invests and ensures that investments strategically address both short-term needs and advance long-term goals.

The Division of Housing and Citizen Services conducts ongoing consultation with human services agencies, housing development organizations, and municipalities at various points in time during a program year.

Discussion

Of all the activities listed above, the development of affordable housing is of highest priority. The development of market rate housing along with the creation and preservation of affordable housing will relieve market stress, reduce housing cost, and increase disposable income.

Program Specific Requirements

AP-90 Program Specific Requirements - 91.420, 91.220(l)(1,2,4)

Introduction

The following section describes program-specific requirements for the CDBG and HOME programs.

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	**0**

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income.Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	90.00%

HOME Investment Partnership Program (HOME)
Reference 24 CFR 91.220(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

   The City does not anticipate receiving any additional program income for its HOME programs during

FY2024 or any other forms of investment.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

   The Consortium has elected to enforce recapture provisions to preserve the affordability of units during the HOME period of affordability, where said provisions are stated in this policy and the Consortium's consolidated plan. These provisions are imposed for the duration of the period of affordability on all HOME-assisted homebuyer projects through a written agreement with the homebuyer and enforced via covenants running with the land. The HOME recapture provisions are established at 24 C.F.R. §92.254(a)(5)(ii) and HUD CPD Notice 12-003.

   This recapture policy ensures that the Consortium recoups all or a portion of the HOME assistance to the homebuyer, if the housing does not continue to be the principal residence of the family for the duration of the period of affordability. A subsequent homebuyer may assume the HOME assistance (subject to the HOME requirements for the remainder of the period of affordability) if the subsequent homebuyer is low-income, and no additional HOME assistance is provided. The original homebuyer may sell the property to any willing buyer during the period of affordability while the Consortium is able to recapture all or a portion of the HOME-assistance provided to the original homebuyer. The Consortium will recapture the direct HOME subsidy from the original buyer.

   The recapture provisions are triggered by any transfer of title, either voluntary or involuntary, during the established HOME period of affordability. For HOME-assisted homebuyer units under the recapture option, the period of affordability is based upon the direct HOME subsidy provided to the homebuyer that enabled the homebuyer to purchase the unit. Any HOME program income used to provide direct assistance to the homebuyer is included when determining the period of affordability. The HOME period of affordability is shown on the chart below:

   If the total HOME investment of direct subsidy in the unit is under $15,000 the period of affordability will be 5 years.

   If the total HOME investment of direct subsidy in the unit is between $15,000 and $40,000 the period of affordability will be 10 years.

   For assistance above $40,000, the period of affordability will 15 years.

   Direct HOME subsidy is defined as the amount of HOME assistance, including any program income, which enabled the homebuyer to buy the unit. The direct subsidy includes down payment, closing costs, interest subsidies, or other HOME assistance provided directly to the homebuyer. In addition, direct subsidy includes any assistance that reduced the purchase price from fair market value to an affordable price. If HOME funds are used for the cost of developing a property and the unit is sold

below fair market value, the difference between the fair market value and the purchase price is directly attributable to the HOME subsidy.

The Consortium has chosen to recapture a portion of the net proceeds should the property sell during the period of affordability. Net proceeds are defined as the sales price minus superior loan repayment (other than HOME funds) and any closing costs. Under no circumstances will the Consortium recapture more than is available from the net proceeds of the sale.

The Consortium will not utilize recapture provisions when a project receives only a development subsidy. Programs will be structured such that a direct subsidy will be required for eligibility. Applicants not requiring a direct subsidy would be served by the market.

The form of recapture to be used by the Consortium: recapture the full amount of the direct subsidy provided to the homebuyer, subject to available net proceeds, during the affordability period.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

Funding provided to developers of affordable rental housing will also be recaptured unless all of the following circumstances are demonstrated to exist: (i) more than 15 to 20 years have elapsed since the substantial completion of the project, or the City approves transfer of the Project and waives acceleration of the indebtedness, which transfer may be approved or disapproved in the sole discretion of the City, (ii) the primary lender also consents to assumption of the mortgage or obligation to which the deed of trust securing the agreement is subordinate, (iii) the sale of the Property is to a subsequent purchaser who agrees in writing to comply with the affordability requirements set forth at 24 CFR, §92.252, (iv).

All subrecipient, developers, owner and sponsor HOME agreements contain clauses stating project lease-up requirements. The City has amended the written guidelines to address changes promulgated by the 2013 New HOME Rule. All new for-sale single-family projects will have provisions within the written agreement calling out the HOME Investment Partnership Act requirement that all units not sold within 9 months of completion will be converted to rental.

Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

The Consortium does not permit the use of HOME funds to refinance existing debt secured by

multifamily or single-family housing that is being rehabilitated with HOME funds.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

   The City does not refinance existing debt with HOME funds.

5. If applicable to a planned HOME TBRA activity, a description of the preference for persons with special needs or disabilities. (See 24 CFR 92.209(c)(2)(i) and CFR 91.220(l)(2)(vii)).

   Tenant Selection Plan and Outreach Strategy

   Note: The following Tenant Selection Plan and Outreach Strategy is part of the DHCS or its Contractor/Subrecipient HOME Tenant-Based Rental Assistance (TBRA) Program Policies & Procedures.

   Key TBRA Policies Affecting Marketing and Tenant Selection

   Target Population: HOME TBRA will be targeted to households at risk to include (families with children, foster care youth, the mental and physically disabled and individuals exiting institutions and their household members that also meets the following criteria:

   a) Currently live in a nursing home, hospital, residential care facility, intermediate care facility, group home, boarding home, habilitation center, or other institutional setting for more than 90 days

   b) Wish to live in an apartment or house in the community

   c) Lack the financial resources to make the transition from the congregate living setting to living in the community

   d) Have an income at or below 60% of the Area Median Income at the time the TBRA rental assistance is provided to the participant.

   e) Are eligible to receive assistance from a provider agency such as an Independent Living Center or the other provider network to assist with this transition from living in an institutional setting to

living in an apartment or home in the community

f) Capable of living in an independent setting with support services available to assist with in-home and community-based services as needed

g) Meet the minimum Colorado residency requirement of 6 months.

h) Require access to time-limited rental assistance in order to access a permanent housing option in the community using other rental housing options such as public housing, Section 8 Housing Choice Voucher, Project-Based Section 8, HUD Section 202, HUD Section 811, or other rental or owner occupied housing secured by the individual at their determination.

1. Disability Status Determination

All applicants will have to complete the Verification of Disability form to be eligible for the program. A licensed medical doctor or psychiatrist will have to complete and sign all Verifications of Disability for all applicants with severe mental illness, physical disability, or developmental disability.

2. Wait List

DHCS or its Contractor/Subrecipient will maintain one Wait List for applicants seeking the HOME TBRA program. All applications will be date and time stamped when they are received by the DHCS or its Contractor/Subrecipient office. Applications will be placed on the Wait List once they are determined to be eligible and all documentation has been received and validated. Applications that are incomplete or found to be ineligible will not be placed on the Wait List. DHCS or its Contractor/Subrecipient will give preference to emergencies that place the applicant or a member of their family in harm due to a medical or a severe health or safety situation. All emergency preferences will be fully documented in writing as to why the applicant is being moved to the top of the Wait List. The DHCS or its Contractor/Subrecipient will review and approve all emergency preferences.

6. If applicable to a planned HOME TBRA activity, a description of how the preference for a specific category of individuals with disabilities (e.g. persons with HIV/AIDS or chronic mental illness) will narrow the gap in benefits and the preference is needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2)(ii) and 91.220(l)(2)(vii)).

   An individual with a disability will be added to the wait list of available units over an individual

without a disability, providing a housing preference.

To be eligible for the TBRA Program beneficiaries must from the following populations:

Families with Children

Individuals transitioning from mental institutions

Youth transitioning from foster care

Disabled individual and family with disabled individual.

7. If applicable, a description of any preference or limitation for rental housing projects. (See 24 CFR 92.253(d)(3) and CFR 91.220(l)(2)(vii)). Note: Preferences cannot be administered in a manner that limits the opportunities of persons on any basis prohibited by the laws listed under 24 CFR 5.105(a).

   N/A

PY2024 will concentrate on constructing housing units within the Compass Pointe Apartment project utilizing PAB and 4% LIHTC funding along with SF construction. Moving beyond 2024 the City will utilize the TBRA program more extensively due to the difficulty constructing new units in this economy and regulatory constraints.

Draft 2024 Annual Action Plan

Attachment A

Community Development Block Grant Program Funds				
2025	**Estimated CDBG Allocation**		**$ 1,453,413.00**	
Project No.	**Project Name**	**Project Agency**	**Amount**	**Difference**
Public Services				
CD2401	Administration	DHCS	$ 290,000.00	
CD2402	Homeless Prevention	Posada	$ 23,745.00	
CD2403	Homeless Supportive Services	Posada	$ 75,000.00	
CD2404	Homeless Youth Services	Posada	$ 35,000.00	
CD2405	It's All About Being A Teen	Catholic Charities	$ 50,005.00	
CD2406	Senior Transportation	SRDA	$ 30,000.00	
Public Facilities/Neighborhood Improvements				
CD2407	Crystal Place	Kimberly Lopez	$ 61,851.00	($45,649.00)
CD2408	Gove Neighborhood Improvements	Paul Renfree	$ 153,600.00	
CD2409	ADA Curb Ramps - Bonforte BLVD	Public Works	$ 200,000.00	
CD2410	ADA Curb Ramps - Citywide	Public Works	$ 200,000.00	
CD2414	Eastside Child Care Improvements	Eastside Child Care Center	$ 100,000.00	$35,000.00
CD2415	Parking Lot Improvements - 501 Belmont	Posada	$ 40,150.00	
CD2416	Environmental Testing/Future Development	City of Pueblo	$ 10,649.00	$10,649.00
Housing Activities				
CD2411	ERESP	Pueblo County	$ 40,000.00	
CD2412	Rehabilitation	DHCS	$ 75,000.00	
CD2413	Rehabilitation	DHCS	$ 68,413.00	
		CDBG Total	**$ 1,453,413.00**	
HOME Partnership Investement Act Program Funds				
2024	**Estimated HUD HOME Allocation**		**$ 880,344.00**	
Project No.	**Project Name**	**Project Agency**	**Amount**	
HO2410	City Administration	City of Pueblo	$ 76,589.00	
HO2420	County Administration	Pueblo County	$ 11,445.00	
HO2430	County Programs	Pueblo County	$ 80,111.76	($5,722.24)
HO2440	Community Housing Development Organization	TBD	$ 132,052.00	
HO2450	City Programs	City of Pueblo	$ 536,129.24	($38,294.76)
HO2460	City Match	City of Pueblo	$ 176,620.00	
HO2470	CHDO Operating	TBD	$ 44,017.00	
		Allocation w/ City Match	**$ 1,056,964.00**	

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: December 22, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Steven Meier, Director of Parks and Recreation

SUBJECT: AN ORDINANCE BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $5,000 FROM THE EL POMAR FOUNDATION INTO PROJECT NO. CI2520 - HEALTHY EATING KITCHEN PROGRAM AT THE EL CENTRO DEL QUINTO SOL COMMUNITY CENTER

SUMMARY:

This Ordinance budgets and appropriates funds in the amount of $5,000.00 for the Elevating Leadership Development (ELD) Merit Grant from the El Pomar Foundation for the El Centro del Quinto Sol Community Center.

PREVIOUS COUNCIL ACTION:

On November 10, 2025, City Council approved Resolution 16169 accepting a grant award of $5,000 for the El Centro del Quinto Sol Community Center from the El Pomar Foundation for the Healthy Eating Kitchen Program.

BACKGROUND:

The previously approved Resolution accepted the El Pomar Foundation grant to Project No. CI2520 but did not budget and appropriate the funds to said project.

FINANCIAL IMPLICATIONS:

Not applicable to this Ordinance.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

None

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Resolution 16169 and BP Accepting Grant Award from El Pomar for El Centro_11.10.2025

ORDINANCE NO.

AN ORDINANCE BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $5,000 FROM THE EL POMAR FOUNDATION INTO PROJECT NO. CI2520 - HEALTHY EATING KITCHEN PROGRAM AT THE EL CENTRO DEL QUINTO SOL COMMUNITY CENTER

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

SECTION 1.

All funds accepted pursuant to this Ordinance shall be budgeted and appropriated into Project No. CI2520. Said funds shall only be expended and used for this project.

SECTION 2.

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

SECTION 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 December 08, 2025.

Final adoption of Ordinance by City Council on December 22, 2025.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

city of PUEBLO colorado

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: November 10, 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
Laura Portis

SUBJECT: A RESOLUTION ACCEPTING A GRANT AWARD OF $5,000 FOR EL CENTRO DEL QUINTO SOL COMMUNITY CENTER FROM THE EL POMAR FOUNDATION

SUMMARY:

Attached is a Resolution authorizing the City of Pueblo to accept an award of $5,000 from the El Pomar Foundation for El Centro Del Quinto Sol's new Healthy Eating Kitchen Program. Also attached is the grant award letter.

PREVIOUS COUNCIL ACTION:

There are no previous Council actions regarding this matter.

BACKGROUND:

The El Pomar Foundation Elevating Leadership Development Merit Grant is hereby awarded to the City of Pueblo to be utilized for the establishment of a new Healthy Eating Kitchen Program at El Centro Del Quinto Sol Community Center.

FINANCIAL IMPLICATIONS:

This grant funding represents $5,000 to the City of Pueblo with no required match.

The funding will be allocated to a project account for use consistent with the purpose and terms of this grant.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

City Council may choose not to accept the grant award.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. ELD Merit Grant Award Letter

RESOLUTION NO. 16169

A RESOLUTION ACCEPTING A GRANT AWARD OF $5,000 FOR EL CENTRO DEL QUINTO SOL COMMUNITY CENTER FROM THE EL POMAR FOUNDATION

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The Elevating Leadership Development Merit grant award from El Pomar Foundation of $5,000 is hereby accepted and approved. Grant award funds shall be accepted into project number CI2520.

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 accept the grant award.

SECTION 3.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: November 10, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

MATTHEW J. CARPENTER
Chief Operating Officer

November 15, 2025

Veronica Collins
El Centro del Quinto Sol
Pueblo Parks and Recreation
609 E. 6th Street
Pueblo, CO 81001

Dear Veronica:

Enclosed is our check for $5,000, which fulfills our Elevating Leadership Development Merit grant pledged for the New Healthy Eating Kitchen program. This Merit grant is being awarded in recognition of your continuing service to the people of Colorado. Elevating Leadership Development Advisory Board member, Janelle Quick, recommended this Merit grant.

This grant is restricted to the purpose specified in this letter. Any portion of the grant funds that are not used must be returned to the Foundation. This grant is also contingent upon the General Grant Terms and Conditions already agreed upon online when submitting the application, which can be viewed and printed by visiting https://www.elpomar.org/contract. As you communicate publicly about your grant, please refer to the guidelines at www.elpomar.org/presskit.

We are honored to support the work of nonprofits across the state with our mission to enhance, encourage and promote the current and future well-being of the people of Colorado. The Trustees extend their best wishes for your continued success. If you would like to contact the Grants Office regarding information about other grant making opportunities available to you, please email grants@elpomar.org.

Sincerely,

Matthew J. Carpenter

Matthew J. Carpenter
MJC:eoc
Vendor Number / Request ID

enc.

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: December 22, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Carla Sikes, City Attorney

SUBJECT: AN ORDINANCE APPROVING A LEASE BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND IQOR US, INC., A DELAWARE CORPORATION FOR THE LEASE OF CITY OWNED PROPERTY LOCATED AT 317 NORTH MAIN STREET, PUEBLO, COLORADO 81003 AND AUTHORIZING THE MAYOR TO EXECUTE SAID LEASE

SUMMARY:

Attached is an Ordinance approving and authorizing the Mayor to sign a lease with iQor US Inc. a Delaware corporation.

PREVIOUS COUNCIL ACTION:

On November 23, 2015, by Resolution No. 13341, City Council approved a Lease with iQor for approximately 41,379 square feet of the Pope Block Building located at 317. N. Main Street in downtown Pueblo and March of 2019 City Council approved a lease with iQor for approximately 12,978 square feet located at 317 N. Main Street.

BACKGROUND:

iQor wishes to continue leasing approximately 25,863 square feet in the Pope Block Building from the City at 317 N. Main Street for three more years with two (2) three (3) year renewal options. iQor's base rent for the Term of this Lease shall be as follows:

Dates	Cost per Square Foot	Square Feet	Annual Cost
01/01/26 to 03/31/26	$7.50	25,862	$193,965.00
04/01/26 to 06/30/26	$8.25	25,862	$213,361.50

07/01/26 to 12/31/26	$9.70	25,862	$250,980.00
01/01/27 to 12/31/27/27	$10.00	25,862	$258,620.00
01/01/28 to 12/31/28	$10.30	25,862	$266,378.60

iQor has agreed to rent 25,862 square feet. The space will continue to be used as a call center. This lease is a "gross" lease with the City paying the following:

- Maintenance of the building
- Building utilities
- Major Repair of the building
- Building property taxes
- Building Property Taxes
- Building insurance
- Building fire systems

iQor will be responsible for routine maintenance of its leased space and repairs up to $1,000. The lease can be terminated by iQor for convenience with at least 180 days notice or either party for cause.

FINANCIAL IMPLICATIONS:

The lease will generate $1,183,305.10 in revenue to the half cent sales tax fund over the initial three-year term.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, iQor may move or close its call center in downtown Pueblo.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. iQor Lease

ORDINANCE NO.

AN ORDINANCE APPROVING A LEASE BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND IQOR US, INC., A DELAWARE CORPORATION FOR THE LEASE OF CITY OWNED PROPERTY LOCATED AT 317 NORTH MAIN STREET, PUEBLO, COLORADO 81003 AND AUTHORIZING THE MAYOR TO EXECUTE SAID LEASE

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

SECTION 1.

The Lease between the City of Pueblo, a Colorado municipal corporation and iQor US Inc., a Delaware corporation, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved. The Mayor is authorized to execute and deliver the lease 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 and directed to perform any and all acts consistent with this Ordinance and the attached Lease which are necessary or desirable to effectuate 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 _____.

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

LEASE

This Lease is made as of the last date signed below, by and between City of Pueblo, Colorado, a Colorado municipal corporation ("Landlord") and iQor US Inc., a Delaware for-profit corporation ("Tenant").

ARTICLE 1
BASIC DATA

Each reference in this Lease to any of the terms contained in this Article or otherwise defined in this Agreement will be construed to incorporate the definitions or data stated under that term, defined as follows:

1.1. Building: 317 North Main Street, Pueblo, CO 81003 known as the Pope Block Building ("Building")

1.2. Leased Premises: Approx. 25,862 square feet in the Pope Block Building

1.3. Term: Initial term: 36 months

1.4. Commencement date: January 1, 2026

1.5. Renewal option: Tenant shall have the option to exercise two (2) three (3) year renewal options with 90 days prior notice to Landlord.

1.6. Tenant improvement allowance: None

1.7. Agency disclosure and commission: CBRE, Inc. is acting as Tenant's Agent, represented by Jared May. Tenant's Agent's commission, if any, will be paid by Tenant. Tenant shall indemnify and hold Landlord harmless from and against any claim or demand by any broker or other person for bringing about this Lease, including all expenses incurred in defending any such claim or demand (including reasonable attorneys' fees).

1.8. Landlord address:

Attn: Mayor
1 City Hall Place, 2nd Floor
Pueblo, CO 81003
Phone: (719) 553-2655

1.9. Landlord's property management representative:

Darren Bustos
Pueblo Facilities Maintenance Superintendent
City of Pueblo, (719) 553-2792
dbustos@pueblo.os

1.10. Tenant address:

iQor US Inc.
Attn: General Counsel
6700 N Andrews Avenue, 6th Floor
Fort Lauderdale, FL 33309

Copy to: legal.notices@iqor.com

ARTICLE 2
LEASE OF PREMISES

2.1. Leased Premises. In consideration of the mutual covenants and agreements herein contained, Landlord hereby leases to Tenant the premises of approximately 25,862 square feet located in the Building (the "Leased Premises") together with all appurtenances. The Leased Premises are located in the following sections of the Building: first floor east (19,994 square feet); portion of the second floor east (5,668 square feet); portion of the second floor west (200 square feet); and a partial section of the basement for storage. Notwithstanding anything to the contrary contained in this Agreement, neither the size nor location of the Leased Premises may be modified during the Term without Tenant's prior written consent.

2.3. Common Areas. Tenant shall have, as appurtenant to the Leased Premises, the non-exclusive right to use, and permit its invitees to use in common with other tenants of the Building, public lobbies, hallways, stairways, elevators, walkways necessary for access to Leased Premises, loading areas, pedestrian sidewalks and other areas or facilities which are in the Building which are public in nature.

ARTICLE 3
TERM

3.1. Commencement Date; Term. The Lease shall have an initial three-year term ("Term"). The Lease Term begins (the "Commencement Date") on January 1, 2026, and terminates on December 31, 2028 (the "Termination Date").

3.2. Options. Provided Tenant is in full compliance with the terms and conditions of this Lease, Tenant may extend the Term for an Extended Term as follows: Tenant may exercise two (2) three (3) year renewal options (each an "Extended Term") with one hundred eighty (180) days prior notice to the Landlord. The Rent and other terms and conditions will remain unchanged for the Extended Terms but shall be subject to the increase in Section of 4.2.

3.3. Termination Without Cause Option: Tenant shall have the continuing option to cancel this Lease, as it pertains to all, or any portion of the Leased Premises, for any reason whatsoever, by providing the Landlord with one hundred eighty (180) days prior written notice which shall specify the termination date and the portion of the Leased Premises being vacated. To the extent Tenant cancels a portion of the Leased Premise at any time during the Term or applicable Extended Term, the Rent shall be adjusted to reflect the reduced square footage for the remainder of the Term.

ARTICLE 4
RENT AND ADDITIONAL CHARGES

4.1. Rent. Tenant's Rent for the Term of this Lease shall be as follows:

Dates	Cost per Square Foot	Square Feet	Annual Cost
01/01/26 to 03/31/26	$7.50	25,862	$193,965.00
04/01/26 to 06/30/26	$8.25	25,862	$213,361.50
07/01/26 to 12/31/26	$9.70	25,862	$250,980.00
01/01/27 to 12/31/27/27	$10.00	25,862	$258,620.00
01/01/28 to 12/31/28	$10.30	25,862	$266,378.60

4.2. Increase in Rent for Renewal Terms. The Rent for the Extended Term shall be increased by the lesser of (i) the Consumer Price Index (as defined herein) or (ii) a 3% increase to the preceding year's Rent. The Rent shall be calculated by using the price per square foot amount used in the preceding year. Rent for the second and third year of each Extended Term shall be increased by $1.00 per square foot. In no event shall the Rent be decreased. "Consumer Price Index" shall mean the Consumer Price Index for all urban households (Base Year 1982-1984 = 100) in the West Region (CPI-U) as determined and published by the United States Department of Labor, Bureau of Labor Statistics for the applicable year.

4.3 Gross Lease. It is the intent of the Parties that this Lease be a "gross" lease with the City paying the following:

- Maintenance and Management of the Building
- Building Utilities
- Major Repair of the Building and Leased Premises, unless damage is caused by the intentional, reckless or negligent action or inaction of Tenant, its employees, representatives, agents, or invitees. ("Major Repair" as it relates to the Leased Premises shall mean repairs costing more than $1,000.)
- Building Property Taxes
- Building use taxes not abated through Pueblo Urban Enterprise Zone
- Building Insurance
- Building Fire Systems

4.4. Tenant's Tax Obligations. The Tenant shall be solely responsible for the payment of its own tax obligations and agrees that said obligations shall not be paid as part of the City's expenses in Section 4.3. Tenant's own tax obligations include, but are not limited to, sales and use taxes, personal property taxes and possessory interest real property taxes.

ARTICLE 5
USE

5.1. Use. Tenant may use the Leased Premises for general, executive, service, sales and administrative office purposes, including as a telephone call center and including any uses incidental to any of the foregoing. Any change of use by the Tenant shall require the prior written consent of the Landlord, which consent shall not be unreasonably withheld, conditioned or delayed.

5.2. Compliance with Laws. During the Term of this Lease, Tenant shall comply with all applicable laws, rules, regulations and ordinances of all federal, state, county and municipal authorities having jurisdiction over the Leased Premises or the Building. During the Term of this Lease, Landlord shall comply with all applicable laws, rules, regulations and ordinances of all federal, state, county and municipal authorities having jurisdiction over the Building.

ARTICLE 6
ALTERATIONS AND SIGNS

6.1. Tenant's Alterations. Alterations, installations, improvements, additions or other physical changes to the Leases Premises shall not be made by the Tenant without the prior written consent of the Landlord, which consent shall not be unreasonably withheld, conditioned or delayed.

6.2. Signage. The size, location, color and design of any sign placed by the Tenant on the Leased Premises or Building, shall be subject to the Landlord's prior written approval, not to be unreasonably withheld, conditioned or delayed.

6.3. Card System. The existing security card system which controls access to the building ("Card System") needs to be updated. The City agrees it will install, update and reconfigure the Card System. The City will control access to the building, office suites, and common areas except that City will cause the Card System to be configured to allow Tenant to retain control over access to the Leased Premises. Tenant shall be responsible for purchasing any supplies necessary for its access including card printers, card stock, or computers. If the Tenant vacates the Leased Premises the Tenant agrees to grant and hand over control of its portion of the Card System to City of Pueblo Facilities Maintenance Superintendent. Tenant agrees to reimburse the City up to up-to Twenty-Five thousand dollars ($25,000) for the cost of installing the reconfigured Card System. Proof of expenses for the installation will be required for reimbursement. Tenant shall be solely responsible for all license fees associated with its use of the Card System.

6.4. Liens. Tenant must keep the Leased Premises and this Lease free from any mechanic's, materialman's, or similar liens or encumbrances, and any claims therefore for labor or materials furnished Tenant. If Tenant fails to do so, Landlord may pay the amount or take such other action as Landlord deems necessary to remove such claim, lien or encumbrance, without being responsible for investigating the validity thereof. The amount so paid and costs incurred by the Landlord will be deemed additional rent under this Lease payable upon demand, without limitation as to other remedies available to Landlord.

6.5. Surrender. On the Termination Date of this Lease, Tenant shall quit and surrender the Leased Premises in substantially the same condition as they were on the Commencement Date, reasonable wear and tear excepted. Tenant may remove, but shall not be required to remove, any fixtures, alterations or improvements made to the Leased Premises, provided that Tenant repairs any damage caused by such removal. Any items of personal property not removed by Tenant on the Termination Date of this Lease may be retained or disposed of by Landlord, at Tenant's expense.

ARTICLE 7
INDEMNIFICATION AND INSURANCE

7.1. Landlord's Indemnity. Landlord shall defend, indemnify and save harmless Tenant and its agents and employees against all costs (including, without limitation, reasonable attorneys' fees), damages or claims whether for personal injury, bodily injury or property damage, during the Term of this Lease, occurring in the Building, if caused by an act or omission by Landlord or its agents or employees, arising out of Landlord's operations or Landlord's use or occupancy of the Building.

7.2. Tenant's Indemnity. Tenant shall defend, indemnify and save harmless Landlord and its agents and employees against all costs (including, without limitation, reasonable attorneys' fees), damages or claims whether for personal injury, bodily injury or property damage, during the Term of this Lease, occurring in the Building, if caused by an act or omission by Tenant or its agents or employees, arising out of Tenant's operations or Tenant's use or occupancy of the Building.

7.3. Liability Insurance. During the Term of this Lease, Landlord must maintain insurance covering Landlord's liability for ownership, maintenance and use of the Building, including common areas. Such insurance must provide limits of not less than $1 million with respect to injury to any one person, $1 million with respect to any one occurrence and $500,000 with respect to property damage arising out of any one occurrence.

7.4. Property Insurance. Tenant must maintain "all-risk" property insurance covering against loss or damage resulting from fire or other insurable loss of Tenant's property.

7.5. Worker's Compensation Insurance. Tenant shall maintain and keep in force an all employees compensation insurance policy as required under the laws of the State of Colorado.

7.6. Insurance Requirements. All insurance required to be carried by the parties hereunder shall be issued by responsible insurance companies qualified to do business in the State of Colorado. The parties further agree to provide each other with copies of certificates of insurance for all policies required.

7.7. Waiver of Subrogation. The parties to this Lease hereby release each other and their respective officers, agents, managers, directors, and employees from any and all claims and demands for loss, damages, expense or injury to any person or the Building or to personal property

or improvements which are caused by or result from any risk insured against under insurance policies carried or required to be carried by the parties and in force at the time of any such loss, to the extent such loss is covered by such parties' policies. The parties shall each obtain from their respective insurers waivers of all rights of subrogation, which the insurer of one party might have against the other party and Landlord and Tenant shall each indemnify the other against any loss or expense, including reasonable attorneys' fees, resulting from the failure to obtain such waivers of subrogation.

ARTICLE 8
ASSIGNMENT

8.1. Assignment Requirements. Notwithstanding anything in this Lease to the contrary, Tenant has the right to assign this Lease or sublet the Leased Premises without Landlord's consent to a parent, subsidiary, or affiliate of Tenant, to a company that has merged or consolidated with Tenant, provided Tenant (or the resulting entity of any merger or consolidation) remains fully liable hereunder. With the exception of the internal assignments referenced in the preceding sentence, it shall be necessary for Tenant to obtain Landlord's prior, written consent to any proposed assignment of this Lease or subletting of the Leased Premises. However, Landlord's consent may not be unreasonably or unduly withheld, conditioned, or delayed, provided, however, that Landlord may withhold consent thereto if in the exercise of its sole judgment it determines that:

8.1.1. Financial Condition. The financial condition of the proposed assignee or subtenant is not consistent with the extent of the obligations undertaken by the proposed assignment or sublease; or

8.1.2. Proposed Use. The proposed use of the Leased Premises is not appropriate for the Building or in keeping with the character of the existing tenancies of the Building.

ARTICLE 9
CASUALTY AND RESTORATION

9.1. Restoration. Upon any damage due to fire or other casualty, if such casualty results in damage to more than 5% of the gross leasable area of the Building, Landlord may, in its sole discretion, upon thirty (30) days written notice to Tenant after such casualty, terminate this Lease. Landlord may also, in its sole discretion, undertake restoration of the Building and complete such restoration, with due diligence, after such casualty.

9.2. Equitable Adjustment. Upon damage due to fire or other casualty of more than twenty-five percent (25%) of the Leased Premises, whether or not Landlord decides to undertake restoration of the Building, the parties agree that the Tenant's obligation to pay Rent shall be equitably abated and apportioned from the date of such casualty until such repairs are completed or until Tenant vacates the Leased Premises.

ARTICLE 10
DEFAULT AND REMEDIES

10.1. Tenant's Default. If Tenant (a) fails to make its monthly payment of Rent for more than 10 days after Tenant receives notice of such failure from Landlord; or (b) fails to perform or observe any other agreement or condition contained in this Lease, and such failure is not corrected within thirty (30) days after Tenant receives notice from Landlord of such failure, then, in addition to all other remedies available at law or in equity, Landlord has the right to terminate this Lease and recover possession of the Leased Premises in the manner prescribed by law.

10.2. Landlord's Default. If Landlord fails to perform or observe any agreement or condition contained herein, and such failure is not corrected within thirty (30) days after Landlord receives notice from Tenant of such failure, then, in addition to all other remedies available at law or in equity, Tenant has the right to terminate this Lease.

10.3. Disputes. In the event of an unresolved dispute between Landlord and Tenant regarding the performance by either party of an obligation or condition of this Lease, as a condition precedent to the filing of litigation, authorized representatives of Landlord and Tenant will use good faith and commercially reasonable efforts to resolve such disputes.

ARTICLE 11
GENERAL PROVISIONS

11.1. Notices. Notices, consents, and demands required or permitted to be given hereunder must be in writing and be effective when received or refused, whether by hand delivery, nationally recognized overnight courier (with evidence of receipt or refusal), or U.S. Mail (return receipt requested), to the parties' respective Address stated in Article 1 of this Lease, or to such other address as the parties designate by written notice to each other, and each party may identify additional parties to receive copies of same.

11.2. Holding Over. Should Tenant hold over in possession of the Leased Premises after the expiration of the Term, as extended, such holding over shall not be deemed to extend the Term or renew this Lease, but this Lease will continue as a tenancy from month to month upon the terms and conditions stated herein and at the rental rate shall increase by 10% for any hold over period.

11.3. Waiver/Remedies. The failure of Landlord or Tenant to insist upon strict performance by the other of any of the provisions of this Lease or to exercise any option herein conferred will not be deemed as a waiver or relinquishment for the future of any such provision or option. Except as expressly provided otherwise herein, all rights and remedies provided for herein or otherwise existing at law or in equity are cumulative, and the exercise of one or more rights or remedies by either party shall not preclude or waive its right to the exercise of any or all the others.

11.4. Partial Invalidity. If any provision of this Lease or the application thereof to any person or circumstance is, at any time or to any extent, invalid or unenforceable, the remainder of this Lease will not be affected thereby, and each such provision will be valid and will be enforced to the fullest extent permitted by law.

11.5. Attorneys' Fees. In the case of any litigation among the parties under this Agreement, the prevailing party will be entitled to reimbursement for its reasonable costs, including reasonable attorneys' fees, incurred in any such dispute.

11.6. Entire Agreement. This Lease contains the entire and exclusive agreement between the parties relating to the Leased Premises and may not be modified except by written instrument signed by the party to be bound thereby.

11.7. Venue and Waiver of Trial by Jury. In the event of any litigation arising under this Agreement, exclusive venue for any such litigation shall be Pueblo County, Colorado. All such litigation shall be filed in the District Court and each party submits to the jurisdiction of such District Court. Landlord and Tenant hereby waive trial by jury in any action, proceeding, or counterclaim brought by either against the other, upon any matters whatsoever arising out of or in any way connected with this Lease, Tenant's use or occupancy of the Premises and/or any claim of injury or damage.

11.8. Relationship of the Parties. Neither Party shall be, or hold itself out as, agent of the other or as joint venturers or partners under this Agreement.

11.9. Drafting of Agreement. Each Party acknowledges that this Agreement was fully negotiated by the Parties and, therefore, no provision of this Agreement shall be interpreted against any Party because such Party or its legal representative drafted such provision.

11.10. No Third Party Beneficiaries. The provisions of this Agreement are for the exclusive benefit of the Parties hereto and their successors and permitted assigns, and no third party shall be a beneficiary, or have any rights by virtue of this Agreement.

11.11. Counterparts. This Agreement may be executed in any number of counterparts, and each such counterpart shall be deemed for all purposes to be an original, and all such counterparts shall together constitute but one and the same original.

11.12. Survival. Whether or not specifically noted within any section or provision of this Lease, any provision of this Lease which must survive termination of this Lease in order to be effective will so survive such termination.

IN WITNESS WHEREOF, this Lease is executed and delivered as of the date first above written.

TENANT:
IQOR US INC., a Delaware for-profit corporation

_____
Signature

_____
Title

_____
Date

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me on this _____ day of _____, 2025, by _____, as _____ of iQor US INC., a Delaware for-profit corporation.

Witness my official hand and seal.

My Commission Expires: _____

_____
Notary Public

LANDLORD:
CITY OF PUEBLO

_____
Heather Graham, Mayor

Date: _____

[S E A L]

Attest:_____
Acting City Clerk

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: December 22, 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 DEPOSIT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND QQ OPERATING HOLDING COMPANY, LLC, A DELAWARE LIMITED LIABILITY COMPANY

SUMMARY:

This Ordinance approves a Deposit Agreement ("Agreement") between the City of Pueblo, a Colorado Municipal Corporation ("City") and QQ Operating Holding Company, LLC, a Delaware Limited Liability Company related to public improvements incident to a development project on the southeast corner of Eagleridge Boulevard and Dillon Drive.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

QQ Operating Holding Company, LLC, will be constructing a Quick Quack Car Wash on the southeast corner of Eagleridge Blvd. and Dillon Dr. As part of the development project, the developer is responsible to construct public improvements to mitigate the impacts of activities generated by the development.

The City has been awarded a Highway Safety Improvement Program (HSIP) grant for the construction of a new roundabout that will improve the safety of all roadway users at the intersection. The project covers many of the improvements that would have otherwise been required by the developer, but required improvements to the easternmost end of Eagleridge Boulevard was not included within the City's roundabout project scope.

Because of existing site conditions on the eastern leg of the Dillon/Eagleridge intersection and the anticipated timing of the City's roundabout construction project, it is

likely that significant portions of Quick Quack Operating Holding Company's work will need to be redone to accommodate the roundabout construction project. Rather than removing the newly-installed improvements, it is in both parties' best interests for the City to perform the additional work as part of its roundabout project and for the Developer to provide funds to cover the anticipated cost of the additional work.

FINANCIAL IMPLICATIONS:

The City will receive a deposit of $150,000.00 from QQ Operating Holding Company, LLC, that will be used to fund the remaining public improvement work associated with development of the new car wash facility. Funds will be deposited into Deposit Account D0103 - Commercial Building Escrows.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this ordinance.

STAKEHOLDER PROCESS:

Not applicable to this ordinance.

ALTERNATIVES:

Failure to approve this ordinance will preclude the Mayor from entering into the Deposit Agreement with the Developer.

RECOMMENDATION:

Approval of the ordinance.

ATTACHMENTS:

1. QQ Deposit Agreement

ORDINANCE NO.

AN ORDINANCE APPROVING A DEPOSIT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND QQ OPERATING HOLDING COMPANY, LLC, A DELAWARE LIMITED LIABILITY COMPANY

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

SECTION 1.

The Deposit Agreement ("Agreement") between Quick Quack Operating Holding Company, LLC, a Delaware Limited Liability Company ("Developer") and the City of Pueblo, a Colorado Municipal Corporation ("City"), a copy of which is attached, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

Funds in the amount of $150,000.00 received from Developer are hereby deposited into Deposit Account D0103 - Commercial Building Escrows.

SECTION 3.

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 4.

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

SECTION 5.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

DEPOSIT AGREEMENT

THIS DEPOSIT AGREEMENT, ("Agreement") is made and entered into this ____day of _____, 2025 by and between the CITY OF PUEBLO, a Municipal Corporation, hereinafter referred to as "City", and QQ Operating Holding Company, LLC a Delaware limited liability company, hereinafter referred to as "Developer".

WITNESSETH:

WHEREAS, Developer owns Parcel A, North Pueblo Commercial Park Subdivision, Filing No. 1, Rearrangement of Property Boundaries RPB-22-11, City of Pueblo, County of Pueblo, Colorado (hereinafter referred to as the "Property"); and

WHEREAS, the Property is adjacent to Eagleridge Boulevard and Dillon Drive, (City streets not part of the state highway network); and

WHEREAS, the Developer has proposed to construct a Quick Quack Car Wash on the Property; and

WHEREAS, a history of crashes at the intersection of Eagleridge Boulevard and Dillon Drive combined with the additional traffic that will be generated through the development of the new car wash facility necessitates the construction of traffic safety improvements at the intersection before additional traffic introduced by new development; and

WHEREAS, the City has been awarded a Highway Safety Improvement Program Grant ("HSIP Grant") from the Colorado Department of Transportation to construct a roundabout and associated improvements at the intersection of Eagleridge Boulevard and Dillon Drive ("Roundabout Project"); and

WHEREAS, the Roundabout Project is located in public right-of-way that is adjacent to and provides vehicular access to the Property and Developer acknowledges that, but for funding provided to the City under the HSIP Grant, Developer would have been obligated to construct or to contribute a proportional share of the total cost of the Roundabout Project which is currently estimated to exceed $3 million; and

WHEREAS, the City has determined that, as a condition of approval of the development, certain additional public roadway improvements not included within the scope of the Roundabout Project are necessary on Eagleridge Boulevard adjacent to the northern boundary of the Property, east of the Roundabout Project extents of construction and continuing east to the end of the existing pavement ("Future Improvements"); and

WHEREAS, upon funding and approval by City Council of City, the City will oversee and manage construction of the Roundabout Project and Future Improvements and cause the work to be performed using its employees and/or contractors; and

WHEREAS, City and Developer acknowledge that delaying the installation of the Future Improvements and incorporating that additional scope of work into the Roundabout Project scope of work is in the interest of both City and Developer; and

WHEREAS, City agrees that Developer's deposit of funds with City in an amount equal to the City's estimated cost for constructing Future Improvements is acceptable to satisfy Developer's obligation to install required public improvements associated with the development and construction of the new Quick Quack Car Wash; and

NOW, THEREFORE, in consideration of the foregoing and the following mutual covenants and agreements, the City and Developer agree as follows:

1. Prior to and as a condition of approval any development of the Property by Developer including issuance of building permit and Certificate of Occupancy, Developer shall deposit funds in the amount of $150,000.00 (the "Deposit") with the City's Director of Finance. Interest, if any, which may accrue on such funds shall be paid to City as an administrative fee in maintaining and administering this Agreement. The amount of the Deposit represents the estimate of costs for the City to install public improvements necessary to construct Eagleridge Boulevard from the easternmost extent of construction of the Roundabout Project to the eastern end of the proposed cul-de-sac bulb within the existing right-of-way, a distance of approximately 200 linear feet ("Future Improvements"). The scope and location of the Future Improvements are shown on Exhibit A, attached hereto and incorporated herein by reference for all purposes. The Deposit shall constitute Developer's sole and complete financial obligation and contribution with respect to the Future Improvements.

2. Notwithstanding anything to the contrary, the City shall not withhold or delay the issuance of any building permit or Certificate of Occupancy for improvements on the Property on the basis that the Roundabout Project or the Future Improvements have not yet been completed, provided Developer has made the Deposit.

3. If, after construction of the Future Improvements is completed and the cost of installing said Future Improvements is less than the amount of the Developer's Deposit, Developer shall be entitled to a refund of the excess amount.

4. All notices required to be made under this Agreement or other routine correspondence related thereto between City and Developer shall be addressed as specified below or as otherwise may be updated from time to time in writing by said parties:

If to City:

By U.S. Mail/Courier service:

Director of Public Works
211 E. D Street
Pueblo, CO 81003

With copy to.'

City Attorney
1 City Hall Pl.
Pueblo, CO 81003

By e-mail.

pubworks@pueblo.us

With copy to:

cityattorney@pueblo.us

If to Developer:

If by U.S. Mail/Courier service.

QQ Operating Holding Company, LLC
6020 West Oaks Blvd., Suite 300
Rocklin, CA 95765

If by e-mail:

Mark Torres (marktMdontdrivedirty.com), and
Ilene Kanfer **(ikanfer@dontdrivedirtv.com)**

6. Nothing contained herein is intended to be relied upon or otherwise act as an amendment of or a release of any obligations under law and City code.

7. Developer's rights under this Agreement may be assigned upon prior written notice to City. This Agreement shall inure to the benefit of, and be binding upon, the Parties, their respective legal representatives, successors, and assigns.

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

• •SIGNATURE PAGE FOLLOWS ^**

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

CITY OF PUEBLO,
A MUNICIPAL CORPORATION

By _____
Heather Graham, Mayor

ATTEST:

_____
City Clerk

Approved as to form:

_____
City Attorney

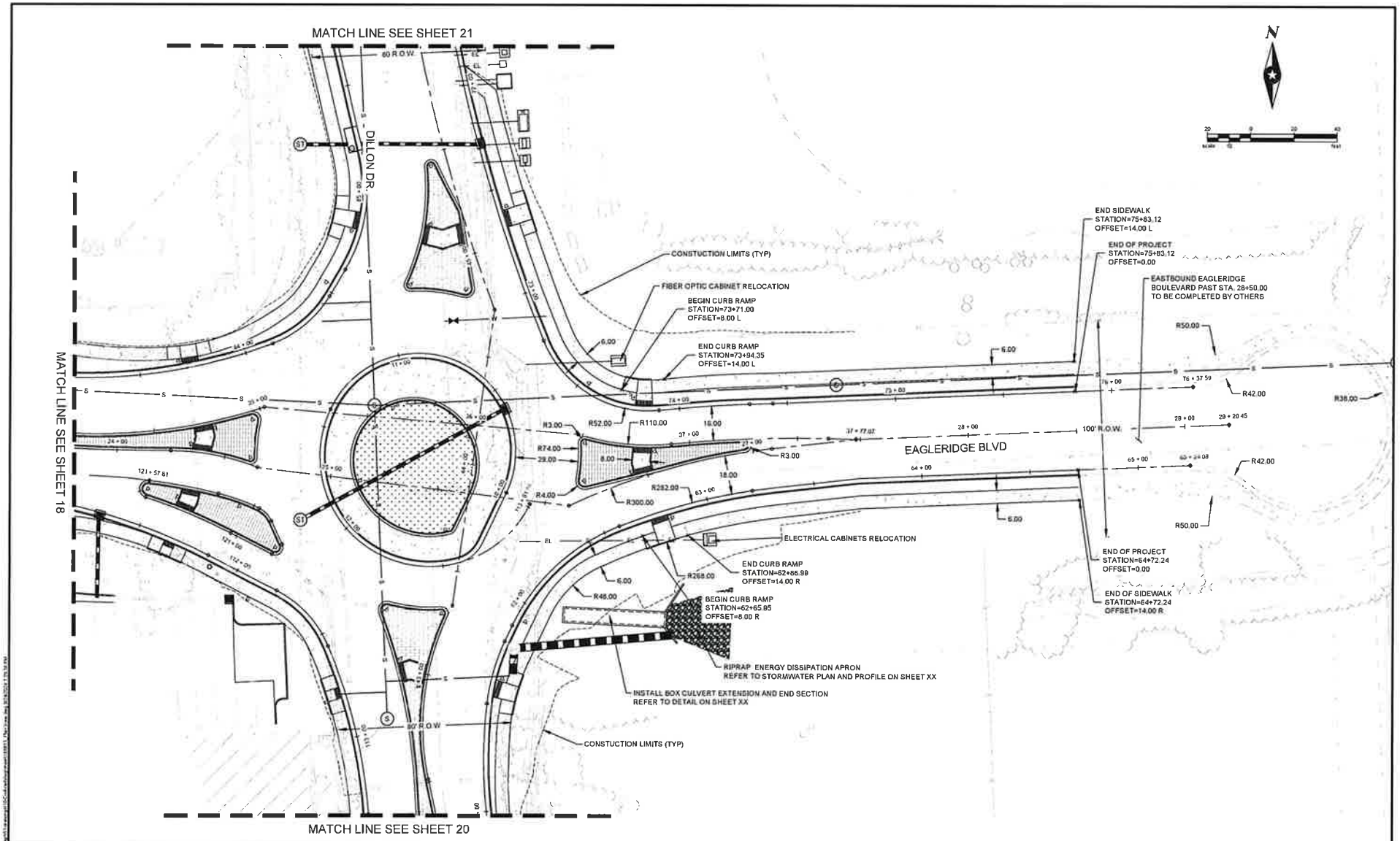
QQ Operating Holding Company, LLC
(DEVELOPER)

By: Quick Quack Car Wash Holdings, LLC, its sole member

By: _____
Name: Traci Delgado
Title: Chief of Staff

Exhibit A

See Attached



NO.	REVISIONS	DATE	BY
1			
2			
3			
4			
5			

COLORADO LAW (SENATE BILL 83-155) REQUIRES PERSONS TO NOTIFY THE UTILITY NOTIFICATION CENTER OF COLORADO 2 BUSINESS DAYS PRIOR TO MAKING OR BEGINNING AN EXCAVATION. NOTIFICATION MAY BE MADE BY CALLING
811

DESIGNED CH DATE 07/30/2024
DRAWN CH DATE 07/30/2024
CHECKED KC DATE 07/30/2024

PUEBLO

SEH
PHONE: 719.423.7400
503 NORTH MAIN STREET,
SUITE 225
THATCHER BUILDING
PUEBLO, CO 81003-3136
www.sehinc.com

DILLON AND EAGLERIDGE ROUNDABOUT

PLAN VIEW-3

SEH PROJECT NO. 166653
DATE ISSUED JULY 30, 2024

SHEET NO. 19
SHEET 19 OF 75

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: December 22, 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 CDOT ACCESS PERMIT AGREEMENT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND MARTINEZ PROPERTY HOLDINGS, INC., A NEW MEXICO CORPORATION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance approves a CDOT Access Permit Agreement establishing developer obligations for installation of public improvements along Pueblo Boulevard.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Martinez Property Holdings, Inc. is the owner and developer of properties located on the north side of Pueblo Boulevard near Mirror Avenue. As a condition of development, the Colorado Department of Transportation (CDOT) is requiring the installation of certain highway improvements on Pueblo Boulevard including traffic signals, acceleration and deceleration lanes, raised concrete median, striping, signage, and other improvements. CDOT has issued an access permit to the City requiring these improvements be installed prior to development and this agreement passes the obligations through to the developer.

FINANCIAL IMPLICATIONS:

There is no direct financial impact to the City resulting from entering into this agreement. The developer will incur the obligation to install the required public improvements as part of the site development project.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Failure to pass this Ordinance will preclude the City from entering into the agreement with the developer.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. CDOT ACCESS PERMIT AGREEMENT - Martinez Property Holdings Inc. (signed)
2. Exhibit A - CDOT Access Permits (Mirror-Acero)

ORDINANCE NO.

AN ORDINANCE APPROVING A CDOT ACCESS PERMIT AGREEMENT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND MARTINEZ PROPERTY HOLDINGS, INC., A NEW MEXICO CORPORATION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

The CDOT Access Permit Agreement between the City of Pueblo, a Colorado Municipal Corporation, and Martinez Property Holdings, Inc., a New Mexico Corporation, 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 _____.

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

CDOT ACCESS PERMIT AGREEMENT

This CDOT Access Permit Agreement ("Agreement") is made and entered into this _____ day of _____, 2025 by and between the CITY OF PUEBLO, a Colorado Municipal Corporation, hereinafter referred to as "City", and MARTINEZ PROPERTY HOLDINGS, INC., a New Mexico corporation ("Developer"). Together, all entities entering this Agreement may be hereinafter referred to as the "Parties".

W I T N E S S E T H:

WHEREAS, the Developer is the owner and developer of the parcels legally described as Parcel A, Rearrangement of Property Boundaries RPB-23-14, City of Pueblo, Colorado; Parcel B, Rearrangement of Property Boundaries RPB-23-14, City of Pueblo, Colorado; and Lot 1, Lakeshore Estates, Filing No. 1 Subdivision, City of Pueblo, Colorado ("Properties"); and

WHEREAS, the Developer has applied for a building permit for new construction of a Starbucks coffee shop upon Lot 1, Lakeshore Estates Filing No. 1 Subdivision and additional future commercial developments, not yet determined, are contemplated upon Parcels A and B, Rearrangement of Property Boundaries RPB-23-14 (the "Development"); and

WHEREAS, the Colorado Department of Transportation ("CDOT") has determined that the Development necessitates access improvements in accordance with the terms and conditions of the State Highway Access Permit Nos. 224097 and 224098 (both permits collectively hereinafter referred to as "CDOT Permit"), copies of which are attached hereto, labeled Exhibit A and incorporated herein; and

WHEREAS, as a condition of approval of any building permit for the Development, the City requires the Developer to undertake obligations for constructing required public improvements associated with the Development under Section 4-2-2(g), P.M.C.

NOW THEREFORE, in consideration of the foregoing and mutual covenants contained herein, the City and the Developer agree as follows:

1. Subject to and conditioned upon the stipulations, terms and conditions set forth herein and Developer's full and faithful performance of same, the City shall approve and execute the CDOT Permit.

2. The Developer shall be liable and obligated to timely and fully complete and fulfill all obligations or requirements of Permittee under the terms and conditions of the CDOT Permit.

3. If necessary and required under the CDOT Permit, City will obtain CDOT utility permits for City utilities, if any. Developers shall perform and assume all obligations or liabilities of City under any such utility permit to the extent not exceeding the then existing Permit Obligations.

4. The Permit Obligations shall be a condition of all building permits for the Development, and the City may, in its sole and absolute discretion, reject, suspend or revoke such permits or reject or revoke any certificate of occupancy with respect to the Development based upon any failure by Developer or designee authorized hereunder to timely and fully complete and fulfill any Permit Obligations. The City may also, in its sole and absolute discretion, authorize the issuance of a temporary certificate of occupancy for future development upon Parcel A or Parcel B, Rearrangement of Property Boundaries RPB-23-14 until Permit Obligations are completed.

5. Notwithstanding any rejection, suspension or revocations of a building permit or certificate of occupancy, Developers shall remain obligated and liable to City for any failure or refusal to fully and completely fulfill any Permit Obligation.

6. Developer shall defend, hold harmless, and indemnify, the City and its officers, employees, and agents ("Indemnified Parties"), from any and all claims and liability, including reasonable attorney's fees and costs, for injuries, death, or damages to any person, including expressly and without limitation CDOT, arising from or in any way connected with the its performance or fulfillment of the Permit Obligations or any default or breach of any term of this Agreement by Developers, excepting only claims based solely on the Indemnified Parties' gross negligence, bad faith, or intentional acts. The Indemnified Parties shall have the right to retain their own counsel, in which case those reasonable attorney and expert fees and costs shall be covered by Developers' indemnification obligation in this Section.

7. The Developer stipulates, acknowledges and agrees that: (a) the Developer does not object to and waives any appeal of the terms and conditions of the CDOT Permit; (b) the terms and conditions of the CDOT Permit are authorized by Section 4-2-2(g), P.M.C.; and (c) to the extent applicable, the Permit Obligations comply with all conditions and requirements set forth in Section 29-20-203, C.R.S. It is expressly acknowledged that the foregoing covenant is a material term of the Agreement without which the City would not have approved and executed the Agreement or the CDOT Permit.

8. The Parties agree to execute any additional documents or take any additional action that may be necessary to carry out this Agreement without materially modifying their respective rights or obligations hereunder. The Developer shall have the right to delegate its obligations hereunder to other parties provided that the Developer will remain primarily liable or obligated as herein provided.

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

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

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

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

******SIGNATURE PAGE FOLLOWS******

CITY OF PUEBLO

By: _____
Heather Graham, Mayor

Approved as to form.

_____
City Attorney

MARTINEZ PROPERTY HOLDINGS, INC.

Derrick M. Martinez
Derrick Martinez, President

Exhibit A

COLORADO
Department of Transportation
Region 2

Traffic & Safety – Access Permits

February 6, 2025

Permit No. **224097**
City of Pueblo

City of Pueblo – Andrew Hayes
230 Mechanic St.
Pueblo, Colorado 81003
P (719) 553-2295 | E ahayes@pueblo.us

SM Rocha LLC – Brandon Wilson
8703 Yates Drive, Suite 210
Westminster, CO 80031
P (303) 458-9798 | E brandon@smrocha.com

Dear Permittee:

1. Please **review** the attached State Highway Access Permit (Form #101) and all enclosed attachments.
2. If you choose **NOT** to act on the permit, please notify the Colorado Department of Transportation (CDOT) within 60 days of the date of this transmittal letter, CDOT will consider this permit withdrawn and reapplication will be required.
3. If you wish to **APPEAL** the Terms and Conditions of the permit, please refer to the attached Form 101, Pages 2 and 3 for an explanation of the appeal procedures.
4. **If you ACCEPT** the Permit and its Terms and Conditions and are authorized to sign as legal owner of the property or as an authorized representative, please sign and date the DocuSign Access Permit form #101 on the line marked "PERMITTEE". Your signature confirms your agreement to all the listed Terms and Conditions. **The file will be returned electronically to the permit Author for final signatures and completion. The executed DocuSign envelope will be returned to you electronically through email once the CDOT permit author has signed, executing the permit**. Keep in mind that a permit does not grant access, permission to construct or perform any work in the CDOT right-of-way. Access and permission to construct will be granted with a Notice to Proceed to construct. This states that we have an agreement to grant access at the given location to you.
5. **Once the digital signature is complete** you will receive a link to pay the permit fee through PayPal. The link is to pay the permit fee of $300.00. If the Permittee is not paying the fee and the fee is being paid by third party, a PayPal link can be requested through your permit author. **If the link is missing contact the permit author and they will send the link via email.**
6. As described in the attached Terms and Conditions, you must make a written request to obtain a Notice to Proceed. **DO NOT** begin any work within the State Highway Right-of-Way without a validated Access Permit and Notice to Proceed. Use of this permit without the Colorado Department of Transportation's validation shall be considered a violation of State Law and the permit will be revoked.

If you have any questions, please contact me at:

Region 2 Traffic Section – Access Permits
Michelle Regalado - Access
5615 Wills Blvd, Suite A
Pueblo, CO 81008
P (719) 251-7804 E michelle.regalado@state.co.us

Exhibit A

COLORADO DEPARTMENT OF TRANSPORTATION

STATE HIGHWAY ACCESS PERMIT

CDOT Permit No.	State Highway No / Mp / Side
224097	045A / 1.045 / R-N

Permit Fee	Date of Transmittal	Region / Section / Patrol / Name	Local Jurisdiction
$300.00	06/06/2025	2 / 04 / 41 / Buford	Pueblo

The Permittee(s):

City of Pueblo- Andrew Hayes
230 Mechanic St.
Pueblo, CO 81003
P (719) 553-2295 | E ahayes@pueblo.us

The Applicant(s):

SM Rocha, LLC - Brandon Wilson
8703 Yates Dr. Suite 210
Westminster, Colorado 80031
P (303) 458-9798 | E brandon@smrocha.com

is hereby granted permission to have an access to the state highway at the location noted below. The access shall be constructed, maintained and used in accordance with this permit, including the State Highway Access Code and any attachments, terms, conditions and exhibits. This permit may be revoked by the Issuing Authority if at any time the permitted access and its use violate any parts of this permit. The issuing authority, the Department and their duly appointed agents and employees shall be held harmless against any action for personal injury or property damage sustained by reason of the exercise of the permit.

Location: 045A ±227- feet west from MP 1 R-N (MP 1.045)
City Street Connection of Acero Avenue to SH045

Access to Provide Service to:

Code	Land Use	AADT	PHV_AM	PHV_PM
937	Coffee/Donut Shop w/DTW	N/A	39	18
1099	City Street Connection of Acero Avenue to SH045A/ Pueblo Boulevard (north leg of intersection) which includes existing Medical-Dental Office Building, Car Wash & Detail Center, Fast-Food Restaurant w/DTW, and Residential Neighborhood	N/A	104	233
	TOTAL	N/A	143	251

Additional Information: Please see Additional Terms & Conditions

MUNICIPALITY OR COUNTY APPROVAL
Required only when the appropriate local authority retains issuing authority.

Signature	Print Name	Date	Title

Upon the signing of this permit the permittee agrees to the terms and conditions and referenced attachments contained herein. All construction shall be completed in an expeditious and safe manner and shall be finished within 45 days from Initiation. The permitted access shall be completed in accordance with the terms and conditions of the permit prior to being used.

The permittee shall notify Ron Young with the Colorado Department of Transportation, at (719) 289-8718 at least 48 hours prior to commencing construction within the State Highway right-of-way.

The person signing as the permittee must be the owner or legal representative of the property served by the permitted access and have full authority to accept the permit and its terms and conditions.

Permittee Signature:	Print Name	Date
	Andrew E. Hayes, PW Director	8/6/2025
Applicant Signature: (if applicable) Brandon Wilson Digitally signed by Brandon Wilson Contact Info: Brandon@SMRocha.com Date: 2025.08.06 11:15:54-06'00'	Print Name	Date
	Brandon Wilson	08/06/2025

This permit is not valid until signed by a duly authorized representative of the Department.
COLORADO DEPARTMENT OF TRANSPORTATION

Signature	Print Name	Title	Date (of issue)

Copy Distribution: Required: 1.Region 2.Applicant 3.Staff Access Section 4.Central Files
Make copies as necessary for: Local Authority MTCE Patrol Inspector Traffic Engineer

Previous editions are obsolete and may not be used
Page 1 of 3 CDOT Form #101 5/07

State Highway Access Permit
Form 101, Page 2

The following paragraphs are excerpts of the State Highway Access Code. These are provided for your convenience but do not alleviate compliance with all sections of the Access Code. A copy of the State Highway Access Code is available from your local issuing authority (local government) or the Colorado Department of Transportation (Department). When this permit was issued, the issuing authority made its decision based in part on information submitted by the applicant, on the access category which is assigned to the highway, what alternative access to other public roads and streets is available, and safety and design standards. Changes in use or design not approved by the permit or the issuing authority may cause the revocation or suspension of the permit.

APPEALS

1. Should the permittee or applicant object to the denial of a permit application by the Department or object to any of the terms or conditions of a permit placed there by the Department, the applicant and permittee (appellant) have a right to appeal the decision to the [Transportation] Commission [of Colorado]. To appeal a decision, submit a request for administrative hearing to the Transportation Commission of Colorado within 60 days of transmittal of notice of denial or transmittal of the permit for signature. Submit the request to the Transportation Commission of Colorado, 4201 East Arkansas Avenue, Denver, Colorado 80222-3400. The request shall include reasons for the appeal and may include changes, revisions, or conditions that would be acceptable to the permittee or applicant.

2. Any appeal by the applicant or permittee of action by a local issuing authority shall be filed with the local authority and be consistent with the appeal procedures of the local authority.

3. In submitting the request for administrative hearing, the appellant has the option of including within the appeal a request for a review by the Department's internal administrative review committee pursuant to [Code] subsection 2.10. When such committee review is requested, processing of the appeal for formal administrative hearing, 2.9(5) and (6), shall be suspended until the appellant notifies the Commission to proceed with the administrative hearing, or the appellant submits a request to the Commission or the administrative law judge to withdraw the appeal. The two administrative processes, the internal administrative review committee, and the administrative hearing, may not run concurrently.

4. Regardless of any communications, meetings, administrative reviews or negotiations with the Department or the internal administrative review Committee regarding revisions or objections to the permit or a denial, if the permittee or applicant wishes to appeal the Department's decision to the Commission for a hearing, the appeal must be brought to the Commission within 60 days of transmittal of notice of denial or transmittal of the permit.

PERMIT EXPIRATION

1. A permit shall be considered expired if the access is not under construction within one year of the permit issue date or before the expiration of any authorized extension. When the permittee is unable to commence construction within one year after the permit issue date, the permittee may request a one year extension from the issuing authority. No more than two one-year extensions may be granted under any circumstances. If the access is not under construction within three years from date of issue the permit will be considered expired. Any request for an extension must be in writing and submitted to the issuing authority before the permit expires. The request should state the reasons why the extension is necessary, when construction is anticipated, and include a copy of page 1 (face of permit) of the access permit. Extension approvals shall be in writing. The local issuing authority shall obtain the concurrence of the Department prior to the approval of an extension, and shall notify the Department of all denied extensions within ten days. Any person wishing to reestablish an access permit that has expired may begin again with the application procedures. An approved Notice to Proceed, automatically renews the access permit for the period of the Notice to Proceed.

CONSTRUCTION

1. Construction may not begin until a Notice to Proceed is approved. (Code subsection 2.4]

2. The construction of the access and its appurtenances as required by the terms and conditions of the permit shall be completed at the expense of the permittee except as provided in subsection 2.14. All materials used in the construction of the access within the highway right-of-way or on permanent easements, become public property. Any materials removed from the highway right-of-way will be disposed of only as directed by the Department. All fencing, guard rail, traffic control devices and other equipment and materials removed in the course of access construction shall be given to the Department unless otherwise instructed by the permit or the Department inspector.

3. The permittee shall notify the individual or the office specified on the permit or Notice to Proceed at least two working days prior to any construction within state highway right-of-way. Construction of the access shall not proceed until both the access permit and the Notice to Proceed are issued. The access shall be completed in an expeditious and safe manner and shall be finished within 45 days from initiation of construction within the highway right-of-way. A construction time extension not to exceed 30 working days may be requested from the individual or office specified on the permit.

4. The issuing authority and the Department may inspect the access during construction and upon completion of the access to ensure that all terms and conditions of the permit are met. Inspectors are authorized to enforce the conditions of the permit during construction and to halt any activities within state right-of-way that do not comply with the provisions of the permit, that conflict with concurrent highway construction or maintenance work, that endanger highway property, natural or cultural resources protected by law, or the health and safety of workers or the public.

5. Prior to using the access, the permittee is required to complete the construction according to the terms and conditions of the permit. Failure by the permittee to abide by all permit terms and conditions shall be sufficient cause for the Department or issuing authority to initiate action to suspend or revoke the permit and close the access. If in the determination of the Department or issuing authority the failure to comply with or complete the construction requirements of the permit create a highway safety hazard, such shall be sufficient cause for the summary suspension of the permit. If the permittee wishes to use the access prior to completion, arrangements must be approved by the issuing authority and Department and included in the permit. The Department or issuing authority may order a halt to any unauthorized use of the access pursuant to statutory and regulatory powers. Reconstruction or improvement of the access may be required when the permittee has failed to meet required specifications of design or materials. If any construction element fails within two years due to improper construction or material specifications, the permittee shall be responsible for all repairs. Failure to make such repairs may result in suspension of the permit and closure of the access.

6. The permittee shall provide construction traffic control devices at all times during access construction, in conformance with the M.U.T.C.D. as required by section 42-4-104, C.R.S., as amended.

7. A utility permit shall be obtained for any utility work within highway right-of-way. Where necessary to remove, relocate, or repair a traffic control device or public or private utilities for the construction of a permitted access, the relocation, removal or repair shall be accomplished by the permittee without cost to the Department or issuing authority, and at the direction of the Department or utility company. Any damage to the state highway or other public right-of-way beyond that which is allowed in the permit shall be repaired immediately. The permittee is responsible for the repair of any utility damaged in the course of access construction, reconstruction or repair.

8. In the event it becomes necessary to remove any right-of-way fence, the posts on either side of the access shall be securely braced with an approved end post before the fence is cut to prevent any slacking of the remaining fence. All posts and wire removed are Department property and shall be turned over to a representative of the Department.

9. The permittee shall ensure that a copy of the permit is available for review at the construction site at all times. The permit may require the contractor to notify the individual or office specified on the permit at any specified phases in construction to allow the field inspector to inspect various aspects of construction such as concrete forms, subbase, base course compaction, and materials specifications. Minor changes and additions may be ordered by the Department or local authority field inspector to meet unanticipated site conditions.

10. Each access shall be constructed in a manner that shall not cause water to enter onto the roadway or shoulder, and shall not interfere with the existing drainage system on the right-of-way or any adopted municipal system and drainage plan.

11. By accepting the permit, permittee agrees to save, indemnify, and hold harmless to the extent allowed by law, the issuing authority, the Department, its officers, and employees from suits, actions, claims of any type or character brought because of injuries or damage sustained by any person resulting from the permittee's use of the access permit during the construction of the access.

CHANGES IN ACCESS USE AND PERMIT VIOLATIONS

1. It is the responsibility of the property owner and permittee to ensure that the use of the access to the property is not in violation of the Code, permit terms and conditions or the Act. The terms and conditions of any permit are binding upon all assigns, successors-in-interest, heirs and occupants. If any significant changes are made or will be made in the use of the property which will affect access operation, traffic volume and or vehicle type, the permittee or property owner shall contact the local issuing authority or the Department to determine if a new access permit and modifications to the access are required.

2. When an access is constructed or used in violation of the Code, section 43-2-147(5)(c), C.R.S., of the Act applies. The Department or issuing authority may summarily suspend an access permit and immediately order closure of the access when its continued use presents an immediate threat to public health, welfare or safety. Summary suspension shall comply with article 4 of title 24, C.R.S.

MAINTENANCE

1. The permittee, his or her heirs, successors-in-interest, assigns, and occupants of the property serviced by the access shall be responsible for meeting the terms and conditions of the permit, the repair and maintenance of the access beyond the edge of the roadway including any cattle guard and gate, and the removal or clearance of snow or ice upon the access even though deposited on the access in the course of Department snow removal operations. Within unincorporated areas the Department will keep access culverts clean as part of maintenance of the highway drainage system. However, the permittee is responsible for the repair and replacement of any access-related culverts within the right-of-way. Within incorporated areas, drainage responsibilities for municipalities are determined by statute and local ordinance. The Department will maintain the roadway including auxiliary lanes and shoulders, except in those cases where the access installation has failed due to improper access construction and/or failure to follow permit requirements and specifications in which case the permittee shall be responsible for such repair. Any significant repairs such as culvert replacement, resurfacing, or changes in design or specifications, requires authorization from the Department.

Exhibit A

TERMS & CONDITIONS

Access Permit No: 224097 — February 6, 2025
Permittee: City of Pueblo / Andrew Hayes — 045A & Acero, MP 1.045, R-N
Applicant: SM Rocha, LLC / Brandon Wilson — City of Pueblo

1. **READ ALL STANDARD REQUIREMENTS ON THE ATTACHED FORM 101 AND OTHER TERMS AND CONDITIONS ON THESE ATTACHED SHEETS.**

2. This Permit hereby replaces all previous access permit(s) for this ownership, which now become null and void including Access Permit 217092 issued April 2018.

3. A NOTICE TO PROCEED TO CONSTRUCTION, CDOT Form 1265, is required before beginning the construction of the access or use of the access. Prior to NOTICE TO PROCEED issuance, the Permittee shall provide all documents required of these terms & conditions, including, but not limited to, the following:

    a. A written request for a NOTICE TO PROCEED that includes the access permit number
    b. A copy of the final recorded plats – Lakeshore Estates Nos. 1-3 and Rearrangement of Property Boundaries in Lots 1 and 2 of Lakeshore Estates Filing No 3
    c. Construction Plan Set
    d. Engineer's Construction Bond Estimate
    e. Performance Bond

4. The purpose of this Access Permit is issued to re-permit an existing access to State Highway **045A** for a change in use of the property in terms of access operation, traffic volume and/or vehicle type and allow improvements to be made to the access.

    The access will serve the north leg connection of Acero Avenue, a City of Pueblo maintained roadway/street, to SH045A (Pueblo Boulevard).

    This access permit was prompted by a new commercial development of a coffee shop with drive thru dba Starbucks Coffee Company located at 2173 W Pueblo Blvd, Lot # 1 of the Lakeshore Estates, Filing No 3 subdivision, parcel # 1514314006, 1.47 acres.

    The access will serve city street, Acero Ave including:

    a) Medical Office (Kaiser Permanente)
    b) Automated Car Wash (Express Car Wash)
    c) Fast Food Restaurant w/DTW (Culver's)
    d) Coffee/Donut Shop w/ DTW (Starbucks)
    e) Existing Residential Neighborhood

5. The access is located on the **right/north** side of State Highway **045A**, a distance of 227-feet west from milepost 1 (one) (MP 1.045) city street Acero Ave in the City of Pueblo.

6. This section of State Highway **045A** is a Category **NR-A** highway with a posted speed limit of 55 MPH.

7. The Annual Average Daily Traffic (AADT) volumes and Peak Hour Volumes (PHV) using this access shall not exceed the following:

TERMS & CONDITIONS

Access Permit No: 224097
Permittee: City of Pueblo / Andrew Hayes
Applicant: SM Rocha, LLC / Brandon Wilson

February 6, 2025
045A & Acero, MP 1.045, R-N
City of Pueblo

Code	*Land Use*	*AADT*	*PHV_AM*	*PHV_PM*
937	Coffee/Donut Shop w/DTW	N/A	39	18
1099	City Street Connection of Acero Avenue to SH045A/ Pueblo Boulevard (north leg of intersection) which includes existing Medical-Dental Office Building, Car Wash & Detail Center, Fast-Food Restaurant w/DTW, and Residential Neighborhood	N/A	104	233
	TOTAL	**N/A**	**143**	**251**

8. If in the future, the traffic volumes increase by greater than 20% of the permitted number and/or any significant changes are made or will be made in the use of the property which will affect access operation, traffic volume and or vehicle type, the Permittee or current property owner is required to apply for a new Access Permit and may be required to construct highway improvements.

9. This access will be allowed **right turn movements only** (right in, right out). Left turns out of or into the access are not allowed.

10. The access width shall be **36-feet** measured at the right-of-way line. The access width shall be measured exclusive of the radii, flares, curb, gutter, and any median. Only the travel portion of the access is measured.

11. The following criteria and documents were used to establish this Access Permit:

    a. The Application for Access Permit (CDOT Form 137) signed by the permittee on **09/17/2024** and accepted on **09/25/2024**
    b. All attachments included with the application
    c. State Highway Access Code, Volume 2, CCR-601-1; Effective date March 2002
    d. The State Highway Access Category Assignment Schedule, as revised
    e. The Colorado Department of Transportation (CDOT) M&S Standard Plans
    f. The Colorado Department of Transportation (CDOT) Standard Specifications
    g. Vicinity Map
    h. Approved Traffic Report, signed and sealed by **Frederick C Lantz**, PE # **23410**, dated **09/25/2024.**
    i. Approved Drainage Report, signed and sealed by **Joseph A Jesik**, PE #**39781**, dated **02/16/2024**

12. No additional access will be allowed to right/north side of State Highway **045A** between Broadmoor Rd (milepost 1.14) and Mirror Avenue (milepost **0.79**).

    Physical separation and delineation along a property frontage such as curb and gutter or fencing, may be required when necessary to ensure that access will be limited to permitted locations.

13. This Access Permit is issued in accordance with the 2002 State Highway Access Code (2CCR 601-1) and is based in part upon the information submitted by the Permittee. This Access Permit is only for the use and purpose stated in the Application and on the Permit. Any changes, based upon existing and/or anticipated future conditions in traffic volumes, drainage, types of traffic, or other

operational aspects may render this permit void, requiring a new Application for Access Permit to be submitted for review by the Department and/or Issuing Authority.

14. By accepting this permit, the Permittee agrees to save, indemnify, and hold harmless to the extent allowed by law, the Issuing Authority, the Department, its officers, and employees from suits, actions, claims of any type or character brought because of injuries or damage sustained by any person resulting from the Permittee's use of the Access Permit during the construction of the access.

15. The following improvements are required to be designed and installed as detailed in this document:

    a. Installation of a raised concrete median in the center of State Highway 045A (Pueblo Blvd) restricting left turns at the access as well as all associated signs and pavement markings.
    b. Installation of 6-ft wide concrete sidewalk across the entire highway frontage of the property.

    Any highway improvements shall be designed and constructed by the Permittee at no cost to the Department. Failure by the Permittee to provide such warranted improvements may result in the revoking of the Access Permit and closure of the access approach.

16. Additional Department permits are required for work involving all utilities and landscaping within the right-of-way.

17. The Permittee is responsible for obtaining any necessary additional federal, state and/or local government agency permits or clearances required for construction of the access. Approval of this Access Permit does not constitute verification of this action by the Permittee.

18. The Permittee is hereby advised that other utilities may exist within the proposed permit area and shall implement all measures to protect any existing utilities from damage.

19. Any damage to existing highway facilities shall be repaired immediately at no cost to the Department and prior to continuing other work. Any mud or other material tracked or otherwise deposited on the roadway shall be removed daily or as ordered by the Department Inspector.

20. The Permittee is required to comply with the Americans with Disabilities Act Accessibility Guidelines (ADAAG) that have been adopted by the U.S. Architectural and Transportation Barriers Compliance Board (Access Board) and incorporated by the U.S. Attorney General as a federal standard. These guidelines are defining traversable slope requirements and prescribing the use of a defined pattern of truncated domes as detectable warnings at street crossings. The new Standards Plans and can be found on the Design and Construction Project Support web page at: https://www.codot.gov/business/designsupport/standard-plans.

21. The local jurisdiction may have established by ordinance or resolution more stringent design standards and/or require additional permitting. The more stringent standards shall apply.

22. Backing maneuvers within and into the State Highway right-of-way are strictly prohibited. All vehicles shall enter and exit the highway right-of-way in a forward movement. Backing into the right-of-way shall be considered a violation of the Terms and Conditions of the Access Permit and may result in the revocation of the Permit by the Department and/or Issuing Authority.

TERMS & CONDITIONS

Access Permit No: 224097 February 6, 2025
Permittee: City of Pueblo / Andrew Hayes 045A & Acero, MP 1.045, R-N
Applicant: SM Rocha, LLC / Brandon Wilson City of Pueblo

23. The Permittee shall maintain adequate, unobstructed sight distance in both directions from the access. When determining the distance between accesses, the point of tangent shall be used where a radius is present, or the beginning of the curb cut. The minimum sight distance that shall be maintained along the highway for the access shall be 450-feet. The minimum sight distance that shall be maintained for the vehicle entering the highway shall be 825-feet.

24. Any landscaping or potentially obstructing objects such as but not limited to advertising signs, structures, trees, bushes, and landscape elements shall be designed, placed, and maintained at a height not to interfere with the sight distance needed by any vehicle using the access. No vertical elements are allowed within the clear zone as determined by the Department. The Department will require any object or landscaping to be maintained. If the objects are deemed by the Department to be a traffic hazard, it shall be removed by the Permittee at no cost to the Department.

25. The Department retains the right to perform any necessary maintenance work in this area.

26. All submittals, documents, plans, and other items that must be completed shall be submitted and approved by the Department before a NOTICE TO PROCEED to construction will be issued. Prior to NOTICE TO PROCEED issuance the Permittee shall also provide following:

    a. Construction plan set and specifications prepared by a Colorado Licensed Professional Engineer (Engineer) and submitted to the Department for approval. The plans must include, but not limited to, pavement striping and signing, layout of auxiliary lanes, utility locations, present and proposed right-of-way lines, present and proposed traffic control devices, cross sections on 50-foot intervals (NO CONTOURS), typical roadway sections, and final stabilization/seeding requirements. **See attached checklist**.
    b. A Construction Cost Estimate for the highway improvements to be approved by the Department, including mobilization and temporary traffic control. The estimate shall be completed using CDOT line-item codes and descriptions when possible.
    c. A performance bond or other approved surety from the Permittee's contractor to the Department that will ensure completion of the approved highway and all related intersection improvements. The bond must be in the amount equal to 110% of the cost necessary to complete the project in accordance with Access Permit terms and conditions, per the approved Construction Cost Estimate. The bond company must be licensed to do business in the State of Colorado. The Cost Estimate and a draft of the bond language must be provided and approved by the Department before acceptance of the final bond and before issuance of the NOTICE TO PROCEED. **See attached performance bond guidelines.**
    d. Escrow in lieu of highway improvements.
    e. Proof that any impacted portions of the state highway are included in the Permittee's Construction Stormwater Permit (CSP).

TRAFFIC CONTROL, SIGNING, & STRIPING

27. Two-way traffic shall be always maintained throughout the work area on the state highway.

28. Signing, paving markings, and striping for the safe and proper operation and control of the access are the responsibilities of the Permittee in accordance with the approved plans.

29. All traffic control devices (permanent or temporary) within the highway or other public right-of-way or access that serve the public shall conform to the M.U.T.C.D.

30. Any construction within state highway right-of-way shall have an approved work zone traffic control plan with required installed temporary traffic control and only be performed during the approved hours and days.

    a. This plan shall utilize temporary traffic control devices as necessary to ensure the safe and expeditious movement of traffic around and through the work site as well as ensure the safety of the work force.
    b. A Certified Traffic Control Supervisor or a Colorado Licensed Professional Traffic Engineer should prepare the traffic control plan. The plan shall be in conformance with the latest Manual on Uniform Traffic Control Devices (MUTCD) and other applicable standards.
    c. The plan must be submitted and approved by the CDOT Access Inspector at least five working days prior to beginning construction within the highway right of way.
    d. All work that requires temporary traffic control shall be supervised by a licensed professional traffic engineer or by a certified traffic control supervisor. The traffic control supervisor shall, at a minimum, inspect the temporary traffic control daily and shall provide inspection records upon request.
    e. The contractor, in accordance with the Department's standards, shall certify flagging personnel, when required.
    f. The approved traffic control plan will be attached to the Permit with the NOTICE TO PROCEED TO CONSTRUCTION and must be available on site throughout the duration of the construction.

31. Prior to removing any existing highway signs within the limits of the construction activities or if any traffic control devices are within 50-feet of the construction area, the Permittee/Contractor must contact the CDOT Access Inspector for guidance and direction.

DRAINAGE

32. The highway drainage system is for the protection of the state highway right-of-way, structures, and appurtenances. It is not designed nor intended to serve the drainage requirement of abutting or other properties beyond undeveloped historical flow. Design, installation, and maintenance of any drainage facilities shall be consistent with Sections 2.7, 4.9, and 4.11 of the State Highway Access Code.

    Each access shall be constructed in a manner that shall not cause water to enter onto the roadway or shoulder and shall not interfere with the existing drainage system in the right-of-way or any adopted municipal system and drainage plan. Drainage to the state highway right-of-way shall not exceed the undeveloped historical rate of flow.

33. If applicable, drainage shall be according to the approved drainage report.

34. The Permittee shall provide, install, and maintain, at their own expense, drainage structures for access that will become an integral part of the existing drainage system. Drainage structures under the access should extend beyond the access radius to accommodate the side slopes with the specified end treatment.

35. If applicable, the Permittee shall install drainage features per the approved plan and/or detail to include culverts, cross pans, ditches, etc. Flared end sections or other protective end treatments are required for culverts larger than 18-inch diameter.

TERMS & CONDITIONS

Access Permit No: 224097
Permittee: City of Pueblo / Andrew Hayes
Applicant: SM Rocha, LLC / Brandon Wilson

February 6, 2025
045A & Acero, MP 1.045, R-N
City of Pueblo

36. All existing drainage structures shall be extended, modified, or upgraded as applicable to accommodate all new construction and safety standards. This shall be done in accordance with the Department's standard specifications.

37. If a storm sewer is available, it shall be used to the extent possible.

38. If a cross-pan is required, it shall be reinforced concrete, a minimum of 8-feet wide and 8-inches thick, in accordance with the Department's standard specifications.

39. Any work in area adjacent to open water (streams, drainage, ponds, etc.) will require adequate erosion control measures in accordance with Section 107.25 of the Department's standard specifications.

40. Any other discharges may require Colorado Discharge Permit(s) or separate permits from CDPHE or the appropriate agency before work begins. For additional information and forms, go to the CDPHE website at: http://www.cdphe.state.co.us/wq/PermitsUnits/wqcdpmt.html.

41. The Permittee is responsible for all environmental compliance, including but not limited to air borne pollutants, discharges, and erosion control measures during the construction phase. The developer is responsible for MS4 compliance; best management practice during construction should include clean project ingress and egress.

ENVIRONMENTAL

42. It is the responsibility of the Permittee/applicant to determine which environmental clearances and/or regulations apply to the access and to obtain any clearances that are required directly from the appropriate agency. Please refer to or request a copy of the "CDOT Environmental Clearance Information Summary" for details. FAILURE TO COMPLY WITH REGULATORY REQUIREMENTS MAY RESULT IN SUSPENSION OR REVOCATION OF YOUR CDOT PERMIT, OR ENFORCEMENT ACTIONS BY OTHER AGENCIES.

43. Although the local agency City of Pueblo may or may not be an agency that is required to obtain MS-4 permits, the Department would like to emphasize this development devise and implement a permanent plan for periodic removal and disposal of sediment from detention facilities and for maintenance of development detention facilities. Attached is the CDOT Environmental Clearances Information Summary listing some of the more commonly encountered environmental permits/clearances that may apply to activities and contacts for questions regarding these permits/clearances.

44. Any environmental discoveries shall be mitigated in conformance with Section 107.23 of the Standard Specifications for Road and Bridge Construction, latest edition. A surface survey must be performed, and a written clearance provided to the Department prior to a NOTICE TO PROCEED to Construction being issued. It is the responsibility of the Permittee to assure that no such sites are present prior to commencement of any construction activities. All identified sites shall be mitigated to the satisfaction of the appropriate agency prior to proceeding with work activities. Wetland mitigation shall be completed in conformance with the policies, procedures and regulations of the Corps of Engineers, Federal Highway Administration and the State of Colorado as may be applicable.

TERMS & CONDITIONS

Access Permit No: 224097 February 6, 2025
Permittee: City of Pueblo / Andrew Hayes 045A & Acero, MP 1.045, R-N
Applicant: SM Rocha, LLC / Brandon Wilson City of Pueblo

ACCESS SURFACING

45. The existing hard surface pavement is acceptable with no improvements required at this time. The hard surface shall remain for a distance of 50 feet from the edge of roadway. The access shall be surfaced from the highway roadway to the right-of-way line as follows:
    a. The access shall be surfaced with pavement for a minimum of 50-feet from the traveled way. The remainder of the access within the highway right-of-way shall be surfaced with 12-inches of Aggregate Base Course (Class 6), if not paved also.

    Pavement shall be:
        a) 6-inches of compacted Hot Mix Asphalt Type SX(75) PG64-22 and 12-inches of Aggregate Base Course (Class 6); or
        b) 8-inches of approved concrete and 12-inches of Aggregate Base Course (Class 6)
    b. Any access requiring a turn lane shall have a hard surface pavement for a minimum distance of 50-feet from the traveled way. The surfacing for the access and the widening shall be per an approved pavement design and mix design on a sub-grade with "R>66". The designs shall be submitted to the CDOT Access Inspector for review and approval. The pavement and mix designs shall be incorporated in the plans.
    c. A mill and overlay of the existing roadway may be required if:
        a) the current condition of the roadway and the additional surface quality and roadway strengths are impacted
        b) through lanes are redirected
        c) the centerline of the roadway is shifted
        d) surface drainage is impacted
        e) uneven pavement joint transitions are created
    d. If hard surfacing (concrete or bituminous pavement) abuts existing pavement, the existing pavement shall be saw cut and removed a minimum of one (1) foot back from the existing edge of pavement.
    e. If patching is required due to saw cutting, Hot Mix Asphalt Type SX(75) PG64-22 shall be used. The asphalt shall match existing (6-inches minimum). The material will be placed in 2-inch lifts.
    f. All pavement construction and materials shall be in accordance with the Department's standard specifications.

46. The radii requirements shall be consistent with Section 4.6 of the State Highway Access Code and as follows:

    a. Where roadway shoulders are present, the radius is measured to the edge of the closest lane.
    b. The access width, for an access without curbs, shall be measured exclusive of the radii or flares. The width of any non-traversal median is not counted as part of the access width. Only the travel portion is measured.

47. When curb & gutter is present, or required, it shall be Standard Type 2 Curb in conformance with Section IIB of CDOT Standard M-609-1 or match the existing curb and gutter.

SIDEWALK

48. The sidewalk shall be constructed to match existing width and meet CDOT or City of Pueblo Standards. Construct a 6-feet wide, 4-inch thick concrete sidewalk abutting or behind the curb along Pueblo Blvd (State Highway 45A) across the entire property frontage.

MEDIAN AND TRAFFIC ISLAND DESIGN

49. Median and traffic island design shall be consistent with Sections 4.6 and 4.8 of the State Highway Access Code.

UTILITIES

50. It is the responsibility of the permittee to comply with the Subsurface Utility Engineering (SUE) requirements as defined in the ASCE 38 (American Society for Civil Engineering).

51. The Permittee is responsible for any utilities and/or traffic control devices disrupted by the construction of this access and all expenses incurred for repair. There are existing utilities on the highway right-of-way by permit. Owners of those utilities must be contacted. Any work necessary to protect existing permitted utilities, such as encasements, bulwarks, etc. will be the responsibility of the Permittee.

    a. Non-Destructive Air-vacuum Excavation (potholing) to expose the utilities being surveyed to determine their exact depth and location may be necessary before any work commences. A core hole saw cut is the recommended method of entry through pavement for potholing. Flowfill is required for backfill of the core hole under the pavement or on the roadway.
    b. The vacuum excavation technique is used not only to expose utilities but also for other uses that are benefited by the non-invasive/non-destructive, environmentally friendly technology such as dewatering or drill fluid/saw cutting fluid removal.
    c. The Contractor shall utilize a spotter to assist in the visual inspection of all excavation work as it progresses near existing CDOT Intelligent Transportation Systems fiber optic line conduits, pull boxes and manholes. The Contractor shall provide a spotter to aid equipment operators when construction activities are near marked or unmarked fiber lines.
    d. The spotter shall observe all excavation work as it progresses to ensure that no damage occurs to existing underground fiber lines. When the spotter has visual sight of the underground conduit, the spotter shall notify the equipment operator of the proximity to the conduit and begin to guide the excavation work. The spotter shall guide all excavation work around the conduit to ensure no damage occurs.

OTHER DESIGN ELEMENTS

52. Other design elements shall be consistent with Section 4.9 of the State Highway Access Code.

SURVEY

53. Survey Markers or Monuments

    a. Survey markers or monuments must be preserved in their original positions. Notify the CDOT Survey Unit immediately upon damage to or discovery of any such markers or monuments at the work site.
    b. Any survey markers or monuments disturbed during the execution of this permit shall be repaired and/or replaced immediately to the satisfaction of the CDOT Survey Unit at the expense of the Permittee.
    c. All survey procedures and minimum tolerances shall be in conformance with the Department Survey Manual and the "Manual of Instruction for the Survey of Public Lands of the United States" 1972 and section 38-53-101 et seq, C.R.S.
    d. Monuments shall conform to Department Standard M-629-1.

TERMS & CONDITIONS

Access Permit No: 224097 February 6, 2025
Permittee: City of Pueblo / Andrew Hayes 045A & Acero, MP 1.045, R-N
Applicant: SM Rocha, LLC / Brandon Wilson City of Pueblo

INSURANCE

54. The Permittee or the contractor shall be required to provide comprehensive general liability and property damage insurance naming the Department and the Issuing Authority (if applicable) as an additional insured party, in the amounts of not less than $1,000,000 per occurrence and automobile liability insurance of $1,000,000 combined single limit bodily injury and property damage for each accident, during the period of access construction. For contractors having more than one (1) employee they shall also have Workers Compensation per statute and employers' liability in amounts not less $1,000,000. The permittee or contractor shall carry property insurance policies covering their own properties with a waiver of subrogation endorsement. The insurance certificate shall also list the Access Permit number.

ENGINEER OF RECORD, CONSTRUCTION MANAGEMENT, & INSPECTIONS

55. The Permittee shall hire a Colorado Licensed Professional Engineer to serve as the Engineer in Responsible Charge of construction observation. The Engineer's responsibilities include, but are not limited to:

    a. The Engineer in responsible charge of construction observation shall evaluate compliance with plans and specifications regarding the roadway improvements within the State Highway right-of-way only. The Engineer's responsibilities shall be as defined in laws, rules, and policies of the State Board of Licensure for Architects, Professional Engineers and Professional Land Surveyors, and the relevant sections of the CDOT Standard Specifications for Road and Bridge Construction. The Engineer shall be experienced and competent in road and bridge construction management, and inspection and materials testing.
    b. The Engineer shall carefully monitor the contractor's compliance with the permit specifications, including Construction Zone Traffic Control, and report any item which may not be in compliance or cannot be determined to be in compliance, and the nature and scope of the item relative to compliance.
    c. The Engineer shall test construction materials for compliance and provide test results.
    d. *Engineering Certification*: After inspection and before final acceptance, the Engineer shall provide written certification to the Department. Certification is defined as a statement that includes all of the following:
        a) That all inspections, materials, materials testing, and construction methods conform to the plans, specifications and purpose of design; and
        b) Is based upon the Engineer's knowledge, information, and is in accordance with applicable standards of practice; and
        c) That the engineering services addressed therein have been performed by the Engineer, or under the Engineer in Responsible Charge; and
        d) Signature and seal of the Engineer.

56. The Permittee shall provide a complete set of the As-Built plans, signed and sealed by the Engineer.

MISCELLANEOUS

57. All costs associated with the installation of this access are the responsibility of the Permittee. This includes the design, construction, utility relocation, testing of materials and inspection.

TERMS & CONDITIONS

Access Permit No: 224097 February 6, 2025
Permittee: City of Pueblo / Andrew Hayes 045A & Acero, MP 1.045, R-N
Applicant: SM Rocha, LLC / Brandon Wilson City of Pueblo

58. A pre-construction meeting shall be held with the CDOT Access Inspector prior to any construction within the state highway right-of-way AT LEAST 5 DAYS BEFORE STARTING WORK. To schedule a meeting, contact the Access Inspector.

59. The Department or Issuing Authority may suspend any work due to non-compliance with the provisions of this permit, adverse weather or traffic conditions, concurrent highway construction or maintenance in conflict with permit work or any condition deemed unsafe for workers or the public. The work may be resumed upon notice from the Department or Issuing Authority.

60. If necessary, minor changes, corrections and/or additions to the Permit may be ordered by the Department or local authority, to meet unanticipated site conditions. Changes may not be in violation of the State Highway Access Code. All major changes to the permit must be approved in writing by the Department prior to commencement of any work on or within the State Highway right-of-way.

61. Under no circumstances shall the construction of a private driveway by a private interest interfere with the completion of a public highway construction project.

62. No construction traffic is allowed to enter the highway along pioneered pathways through the ditches. Ditches may not be used for any construction purposes unless allowed under appropriate legal permits.

63. Equipment and vehicles cannot be parked in the clear zone; this includes when occupied by construction personnel; the clear zone shall be kept clear of vehicles, equipment, and stockpile to prevent accidents.

64. All workers within the State Highway right of way shall comply with their employer's safety and health policies/procedures and all applicable US Occupational Safety and Health Administration (OSHA) regulations - including but not limited to the applicable sections of 29 CFR Part 1910 – Occupational Safety and Health Standards and 29 CFR Part 1926 – Safety and Health Regulations for Construction.

65. Personal protective equipment (e.g., head protection, footwear, high visibility apparel, safety glasses, hearing protection, respirators, gloves, etc.) shall be worn as appropriate for the work being performed and as specified in regulation. At a minimum, all workers in the State Highway right of way, except when in their vehicles, shall wear the following personal protective equipment:

    a. Head protection that complies with the ANSI Z89.1-2014 standard
    b. At all construction sites or whenever there is danger of injury to feet, workers shall comply with OSHA's PPE requirements for foot protection per 29 CFR 1910.136, 1926.95, and 1926.96. If required, such footwear shall meet the requirements of ASTM F 2412-05 and ASTM F 2413-05
    c. High visibility apparel as specified in the Traffic Control provisions of this permit (at a minimum, ANSI/ISEA 107-1999, Class 2)
    d. Where any of the above-referenced ANSI standards have been revised, the most recent version of the standard shall apply.

66. All work is to conform to the plans referenced by this permit on file with the Colorado Department of Transportation or as modified by this Permit or per the Notice to Proceed. If discrepancies arise, this permit and the valid Notice to Proceed shall take precedence over the plans. The Department plan review is only for the general conformance with the Department's design and code

requirements. The Department is not responsible for the accuracy and adequacy of the design, dimensions, elevations, or any other elements, which shall be confirmed and correlated at the work site. The Department through the approval of this document assumes no responsibility for the completeness and/or accuracy of the plans.

67. The Department's standards, specifications, and regulations shall override the plans incorporated in this permit should an oversight, omission, or conflict occur. The Department assumes no liability or responsibility whatsoever for the accuracy, completeness, or correctness of the Permittee's plans. Any plan errors are the sole responsibility of the Permittee and/or the Engineer. The Colorado Department of Transportation inspection is not an approval of the grade or alignment of the work. The contractor and/or the Engineer are responsible for the proper grade and alignment.

68. The access shall be completed in an expeditious and safe manner and shall be finished within 45 days from initiation of construction within State Highway right-of-way.

69. Any long-term suspension of work shall be approved by the Department.

70. You must obtain approval from the Department Inspector to commence work within the right-of-way following any suspension of construction.

71. If the permit has expired and no other extensions are available to you, a new access permit application must be submitted to the Department.

72. **A Fully Executed Complete Copy of this Permit, valid Notice to Proceed to Construction, and approved Traffic Control Plan must always be on the job site with the contractor during the construction.** Failure to comply with this or any other construction requirement may result in the immediate suspension of the work by order of the Department Inspector or the Issuing Authority.

CLOSE OUT AND WARRANTY

73. Upon completion of the access construction, notify CDOT Access Inspector for a final inspection and to request a Conditional Letter of Acceptance.

74. As-Built plans shall be submitted and approved no later than 45 days after completion of construction. The Conditional Letter of Acceptance will not be issued until the As-Built plans have been submitted and approved.

75. A cost estimate for improvements of the highway shall be submitted to the Access Inspector at the time of acceptance.

76. There is a 2-year warranty period for all construction elements per Section 2.5(6) of the State Highway Access Code. The 2-year warranty period begins with the date of the Conditional Letter of Acceptance.

77. If all construction elements are accepted at the conclusion of the 2-year warranty period, a Final Letter of Acceptance will be issued.

78. All required conditions of this permit, including any access improvements, shall be complete prior to the herein-authorized use of this access.

TERMS & CONDITIONS

Access Permit No: 224097
Permittee: City of Pueblo / Andrew Hayes
Applicant: SM Rocha, LLC / Brandon Wilson

February 6, 2025
045A & Acero, MP 1.045, R-N
City of Pueblo

CONTACT INFORMATION

CDOT Access Unit
Ron Young, Access Inspector
(719) 289-8718
ronaldr.young@state.co.us

CDOT Right-of-Way Unit
TJ Thiebaut, Real Estate Specialist
(719) 546-5413
thomas.thiebaut@state.co.us

CDOT Survey Unit
Greg Jones, Professional Land Surveyor
(719) 248-9045
gregorya.jones@state.co.us

Exhibit A

COLORADO DEPARTMENT OF TRANSPORTATION

STATE HIGHWAY ACCESS PERMIT APPLICATION

Issuing authority application acceptance date:

Instructions: ***Please print or type***

- Contact the Colorado Department of Transportation (CDOT) or your local government to determine your issuing authority.
- Contact the issuing authority to determine what plans and other documents are required to be submitted with your application.
- Complete this form (some questions may not apply to you) and attach all necessary documents and Submit it to the issuing authority.
- Submit an application for each access affected.
- If you have any questions contact the issuing authority.
- For additional information see CDOT's Access Management website at **http://www.dot.state.co.us/AccessPermits/index.htm**

1) Property owner (Permittee)		2) Applicant or Agent for permittee (if different from property owner)	
City of Pueblo		SM ROCHA, LLC	
Street address: 211 E. D Street		Mailing address: 8700 Turnpike Dr., Suite 240	
City, state & zip: Pueblo, Colorado 81003	Phone #: 719-553-2294	City, state & zip: Westminster, CO 80031	Phone # (required): 303-458-9798
E-mail address: ahayes@pueblo.us		E-mail address if available: Brandon@smrocha.com	

3) Address of property to be served by permit (required)
Local Road - Acero Avenue north of SH45

4) Legal description of property: If within jurisdictional limits of Municipality, city and/or County, which one?

county	subdivision	block	lot	section	township	range
Pueblo				14	21S	65W

5) What State Highway are you requesting access from?
State Highway 45

6) What side of the highway? ■ N ☐ S ☐ E ☐ W

7) How many feet is the proposed access from the nearest mile post?
0 feet (☐ N ☐ S ☐ E ■ W) from: 1.043

How many feet is the proposed access from the nearest cross street?
0 feet (☐ N ☐ S ■ E ☐ W) from: Acero Avenue

8) What is the approximate date you intend to begin construction?

9) Check here if you are requesting a:
☐ new access ☐ temporary access (duration anticipated:) ■ improvement to existing access
☐ change in access use ☐ removal of access ☐ relocation of an existing access (provide detail)

10) Provide existing property use
Residential and Commercial

11) Do you have knowledge of any State Highway access permits serving this property, or adjacent properties in which you have a property interest?
☐ no ■ yes, if yes - what are the permit number(s) and provide copies: 217092 and/or, permit date:
April 04, 2018

12) Does the property owner own or have any interests in any adjacent property?
■ no ☐ yes, if yes - please describe:

13) Are there other existing or dedicated public streets, roads, highways or access easements bordering or within the property?
■ no ☐ yes, if yes - list them on your plans and indicate the proposed and existing access points.

14) If you are requesting agricultural field access - how many acres will the access serve?
N/A

15) If you are requesting commercial or industrial access please indicate the types and number of businesses and provide the floor area square footage of each.

business/land use	square footage	business	square footage
Medical Office	8,248	Fast-Food Restaurant w/ DTW	4,900
Automated Car Wash	4,370	Coffee/Donut Shop w/ DTW	2,260

16) If you are requesting residential developement access, what is the type (single family, apartment, townhouse) and number of units?

type	number of units	type	number of units
Laredo at Lakeshore Neighborhood			

17) Provide the following vehicle count estimates for vehicles that will use the access. Leaving the property then returning is two counts.

Indicate if your counts are ■ peak hour volumes or ☐ average daily volumes.	# of passenger cars and light trucks at peak hour volumes	# of multi unit trucks at peak hour volumes
	251	
# of single unit vehicles in excess of 30 ft.	# of farm vehicles (field equipment)	**Total count of all vehicles**
		251

Exhibit A

18) Check with the issuing authority to determine which of the following documents are required to complete the review of your application.

a) Property map indicating other access, bordering roads and streets.
b) Highway and driveway plan profile.
c) Drainage plan showing impact to the highway right-of-way.
d) Map and letters detailing utility locations before and after development in and along the right-of-way.
e) Subdivision, zoning, or development plan.
f) Proposed access design.
g) Parcel and ownership maps including easements.
h) Traffic studies.
i) Proof of ownership.

1- It is the applicant's responsibility to contact appropriate agencies and obtain all environmental clearances that apply to their activities. Such clearances may include Corps of Engineers 404 Permits or Colorado Discharge Permit System permits, or ecological, archeological, historical or cultural resource clearances. The CDOT Environmental Clearances Information Summary presents contact information for agencies administering certain clearances, information about prohibited discharges, and may be obtained from Regional CDOT Utility/Special Use Permit offices or accessed via the CDOT Planning/Construction-Environmental-Guidance webpage **http://www.dot.state.co.us/environmental/Forms.asp**.

2- All workers within the State Highway right of way shall comply with their employer's safety and health policies/ procedures, and all applicable U.S. Occupational Safety and Health Administration (OSHA) regulations - including, but not limited to the applicable sections of 29 CFR Part 1910 - Occupational Safety and Health Standards and 29 CFR Part 1926 - Safety and Health Regulations for Construction.

Personal protective equipment (e.g. head protection, footwear, high visibility apparel, safety glasses, hearing protection, respirators, gloves, etc.) shall be worn as appropriate for the work being performed, and as specified in regulation. At a minimum, all workers in the State Highway right of way, except when in their vehicles, shall wear the following personal protective equipment: High visibility apparel as specified in the Traffic Control provisions of the documentation accompanying the Notice to Proceed related to this permit (at a minimum, ANSI/ISEA 107-1999, class 2); head protection that complies with the ANSI Z89.1-1997 standard; and at all construction sites or whenever there is danger of injury to feet, workers shall comply with OSHA's PPE requirements for foot protection per 29 CFR 1910.136, 1926.95, and 1926.96. If required, such footwear shall meet the requirements of ANSI Z41-1999.

Where any of the above-referenced ANSI standards have been revised, the most recent version of the standard shall apply.

3- The Permittee is responsible for complying with the Revised Guidelines that have been adopted by the Access Board under the American Disabilities Act (ADA). These guidelines define traversable slope requirements and prescribe the use of a defined pattern of truncated domes as detectable warnings at street crossings. The new Standards Plans and can be found on the Design and Construction Project Support web page at: **<http://www.dot.state.co.us/DesignSupport/>**, then click on *Design Bulletins*.

If an access permit is issued to you, it will state the terms and conditions for its use. Any changes in the use of the permitted access not consistent with the terms and conditions listed on the permit may be considered a violation of the permit.

The applicant declares under penalty of perjury in the second degree, and any other applicable state or federal laws, that all information provided on this form and submitted attachments are to the best of their knowledge true and complete.

I understand receipt of an access permit does not constitute permission to start access construction work.

Applicant or Agent for Permittee signature	Print name	Date
Brandon Wilson Digitally signed by Brandon Wilson Contact Info: Brandon@SMRocha.com Date: 2024.09.09 20:20:55-06'00'	**Brandon Wilson**	**09/09/2024**

If the applicant is not the owner of the property, we require this application also to be signed by the property owner or their legally authorized representative (or other acceptable written evidence). This signature shall constitute agreement with this application by all owners-of-interest unless stated in writing. If a permit is issued, the property owner, in most cases, will be listed as the permittee.

Property owner signature	Print name	Date
Charles E. Roy	Charles E. Roy, PE	09/17/2024

I. Introduction

Project Overview

This traffic impact study is provided as a planning document and addresses the capacity, geometric, and control requirements associated with the development entitled Starbucks at Pueblo & Mirror.

This traffic impact study has been revised to address CDOT review comments dated April 30, 2024, regarding inclusion of MUTCD traffic signal warrants where applicable, and consideration for right-in/right-out restrictions for Acero Avenue at Pueblo Boulevard.

This proposed commercial development consists of a Starbucks coffee shop with drive-through window. The development is located near the northwest corner of Pueblo Boulevard and Mirror Avenue in Pueblo, Colorado.

Study Area Boundaries

The study area to be examined in this analysis encompasses the Pueblo Boulevard intersections with Mirror Avenue and Acero Avenue and the Beulah Avenue intersections with Mirror Avenue and Acero Avenue and proposed site access.

Figure 1 illustrates location of the site and study intersections.

Site Description

Land for the development is currently vacant and surrounded by a mix of commercial, industrial, and residential land uses.

The proposed development is understood to entail the new construction of an approximate 2,260 square foot Starbucks coffee shop with drive-through window.

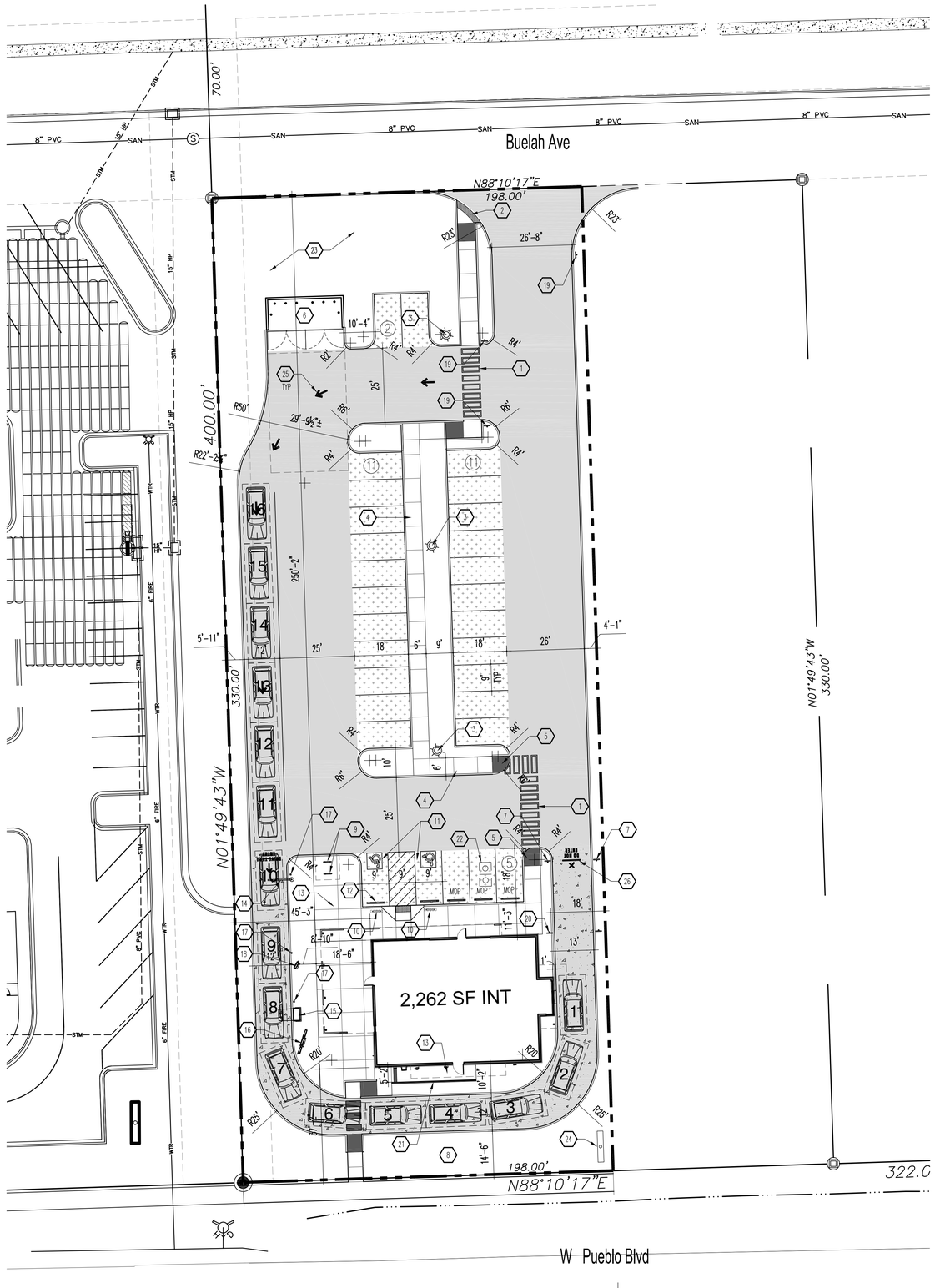
Proposed access to the development is provided via one full-movement access onto Beulah Avenue (referred to as Site Access).

For purposes of this study, it is anticipated that development construction would be completed by end of Year 2026.

General site and access locations are shown on Figure 1.

A site plan, as prepared by Modulus Architects, is shown on Figure 2. This plan is provided for illustrative purposes only.

Exhibit A



A3 OVERALL SITE PLAN
SCALE: 1:20

GENERAL NOTES

A. "C" SERIES SHEETS APPLY TO THE ENTIRE SET OF DRAWINGS.
B. INDICATED DIMENSIONS ARE TO FACE OF FINISH; UNLESS OTHERWISE NOTED.

SITE DATA

ZONING DISTRICT: B-3
OFF STREET PARKING:

KEYED NOTES

1. WALKWAY PAVEMENT MARKING: SEE C5/A1.2.
2. END ISLAND ADA RAMP: SEE A4/A1.1.
3. LIGHT POLE: SEE A5/A1.1.
4. SIDEWALK: SEE B3/A1.1.
5. CURBED RAMP: SEE A1/A1.1.
6. REFUSED ENCLOSURE: SEE B3/A1.3.
7. "DO NOT ENTER" SIGNAGE: SEE B3/A1.2.
8. LANDSCAPING AREA.
9. BIKE RACK: SEE B1/A1.2.
10. ACCESSIBLE SIGNAGE: SEE B4/A1.2.
11. ACCESSIBLE PARKING: SEE A1/A1.2 AND A3/A1.2 FOR "VAN" ACCESSIBLE PARKING SPACE.
12. WHEEL STOP: SEE B5/A1.2; TYPICAL OF (3).
13. TURNDOWN SIDEWALK: SEE B2/A1.1.
14. CLEARANCE BAR: SEE B3/A501.
15. PRE-MENU: SEE C1/A501.
16. ORDER STATION: SEE A4/A501.
17. NON-ILLUMINATED BOLLARD: SEE B1/A501.
18. DTE/DOS STATION: SEE A3/A501.
19. DRIVE-THRU ARROW SIGNAGE: SEE B2/A501.
20. STARBUCKS "THANK YOU/EXIT ONLY" FREESTANDING SIGN.
21. 6'-0" WALL TO CONCEAL BOH, TRASH, AND UTILITIES. CONSTRUCTED FROM CMU BLOCK OR BUILT WITH METAL POSTS & SCREENS.
22. GREASE INTERCEPTOR LOCATION.
23. SUBSURFACE PONDING AREA.
24. LOCATION OF MONUMENT AND PYLON SIGN.
25. DIRECTIONAL PAVEMENT MARKING: SEE A2/A1.3.
26. "DO NOT ENTER" PAVEMENT MARKING: SEE A1/A1.3.

GRAPHIC LEGEND

6" THICK NORMAL WEIGHT REINFORCED CONCRETE PAVING.

HEAVY DUTY ASPHALT: SEE A5/A1.3.

LIGHT DUTY ASPHALT: SEE A3/A1.3.

(X) NUMBER OF PROVIDED PARKING SPACES.

PROPOSED COFFEE SHOP WITH DRIVE-THRU PARKING CALCULATION

USE/PARKING REQUIREMENT	TOTALS
BUILDING SIZE	2,262 GSG
PARKING REQUIRED	10 SPACE + 1 SPACE/250 GSF ABOVE 2,500SF
HC PARKING REQUIRED	1 SPACE
HC PARKING PROVIDED	2 SPACES
BIKE SPACES REQUIRED	2 SPACES
BIKE SPACES PROVIDED	2 SPACES
TOTAL PARKING REQUIRED	10 SPACES (TOTAL)
TOTAL PARKING PROVIDED	29 SPACES (TOTAL)

REV	DATE	BY	REVISION
1			
2			
3			
4			
5			
6			

MODULUS ARCHITECTS
8220 SAN PEDRO DR. NE, SUITE 520
ALBUQUERQUE, NEW MEXICO 87113
PHONE (505) 338-1499 FAX (505) 338-1498

STATE OF COLORADO
I Stephen Aaron Dunbar 405806
LICENSED ARCHITECT
20 Mar 2024

PROJECT TITLE: STARBUCKS – PUEBLO
PUEBLO BLVD & MIRROR
PUEBLO, CO 81004
PROJECT MANAGER: ROBERT DOYLE
DRAWN BY: DTN
JOB NO. 98-PUEBLO
SHEET TITLE: OVERALL SITE PLAN

DATE: 20 Mar 2024
SCALE: AS NOTED
sheet- AS100 of-

224097 North Leg Connection Acero Avenue & SH 045 MP 1.045 City of Pueblo

Exhibit A

Legend

Find Route Point

- Override 1
- Find Route Line
- Milepoints

Highways: Access Categories

- FW: Interstate System; Freeway Facils
- EX: Expressway, Major Bypass
- RA: Regional Highway
- RB: Rural Highway
- NRA: Non-Rural Principal Highway
- NRB: Non Rural Arterial
- NRC: Non Rural Arterial
- Highways
- Major Roads
- Local Roads
- Rail Lines
- CDOT ROW Boundaries
- Counties

Created:

Date: 10/2/2024

Time: 1:25:29 PM

N W E S

0 0.03 0.06 0.09

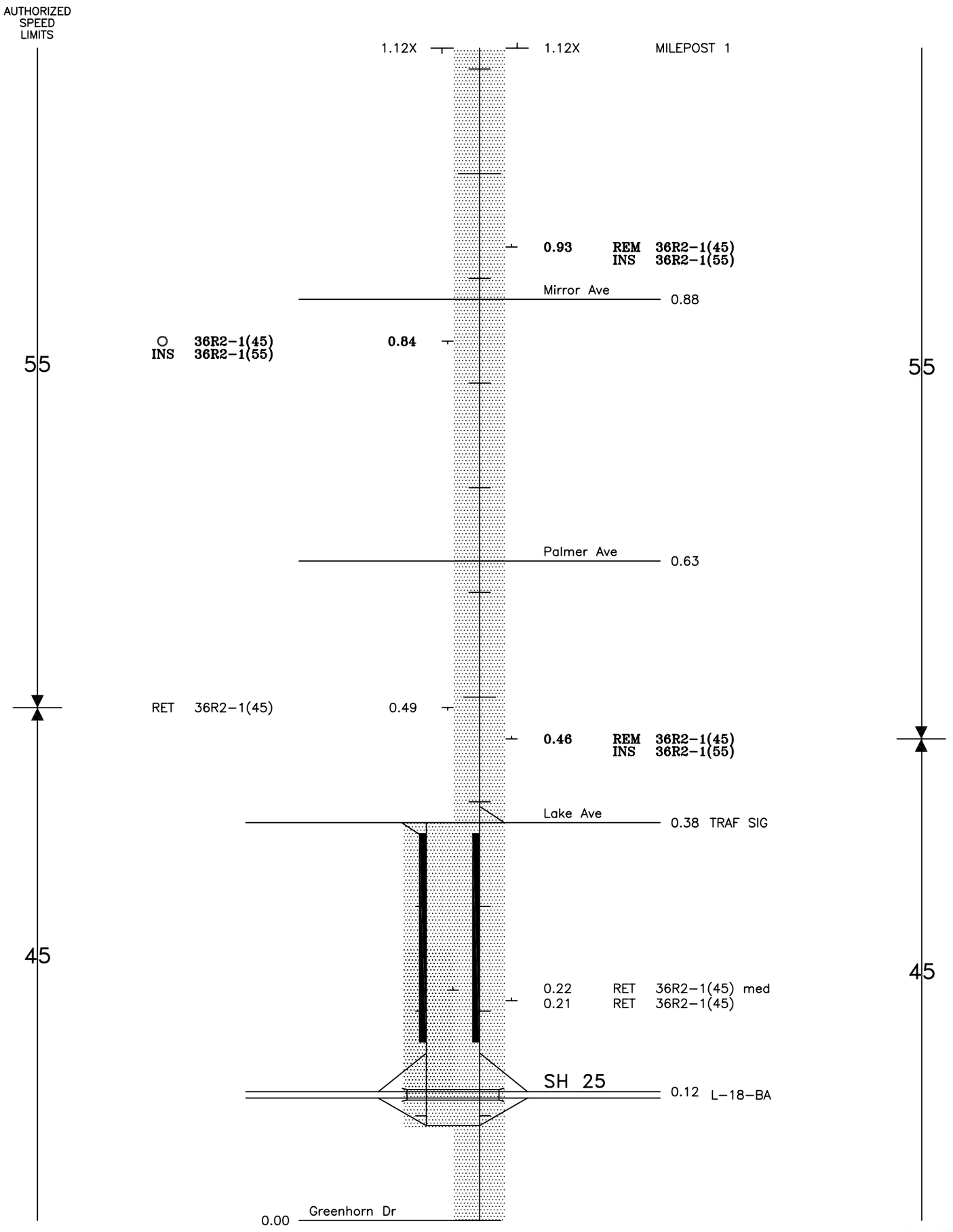
mi

1:4,514

COLORADO DEPARTMENT OF TRANSPORTATION

AUTHORIZED SPEED LIMITS AND RECOMMENDED TRAFFIC CONTROL DEVICES

Exhibit A



880.045.01 Begins at Greenhorn Dr

O MISSING DO NOT REINSTALL
*MISSING ON 11-17-05
SIGNLOG ON 11-17-05

Traffic Engineer

Date:

SH 45 IS PUEBLO BLVD IN PUEBLO CL	FILE	MEMO	SHEET	Implemented with changes as marked
	880.045.01	6450	1	Date: By:

SH 45 FROM SH 25 IN S PUEBLO TO SH 50 W/O PUEBLO

SUPERSEDES SHEET 1, MEMO 5880, 10-31-95

Version 96.11.1

COLORADO DEPARTMENT OF TRANSPORTATION Environmental Clearances Information Summary

Exhibit A

PURPOSE - This summary is intended to inform entities external to CDOT that may be entering the state highway right-of-way to perform work related to their own facilities (such as Utility, Special Use or Access Permittees), about some of the more commonly encountered environmental permits/clearances that may apply to their activities. This listing is not all-inclusive - additional environmental or cultural resource permits/clearances may be required in certain instances. Appropriate local, state and federal agencies should be contacted for additional information if there is any uncertainty about what permits/clearances are required for a specific activity. **IMPORTANT – Please Review The Following Information Carefully – Failure to Comply With Regulatory Requirements May Result In Suspension or Revocation of Your CDOT Permit, Or Enforcement Actions By Other Agencies.**

CLEARANCE CONTACTS - As indicated in the permit/clearance descriptions listed below, the following individuals or agencies may be contacted for additional information:

- Colorado Department of Public Health and Environment (CDPHE): General Information – (303) 692-2035
  Water Quality Control Division (WQCD): (303) 692-3500
  Environmental Permitting Website https://www.colorado.gov/pacific/cdphe/all-permits
- CDOT Water Quality Program Manager: (303) 757-9343 https://www.codot.gov/programs/environmental/water-quality
- CDOT Asbestos Project Manager: Phil Kangas, (303) 512-5519
- Colorado Office of Archaeology and Historic Preservation: (303) 866-5216
- U.S. Army Corps of Engineers, District Regulatory Offices: Omaha District (NE CO), Denver Office (303) 979-4120
  http://www.nwo.usace.army.mil/Missions/RegulatoryProgram/Colorado.aspx
  Sacramento Dist. (Western CO), Grand Junction Office (970) 243-1199
  http://www.spk.usace.army.mil/Missions/Regulatory.aspx Albuquerque
  District (SE CO), Pueblo Office (719)-543-9459
  http://www.spa.usace.army.mil/Missions/RegulatoryProgramandPermits.aspx
- CDOT Utilities, Special Use and Access Permitting: (303) 757-9654 https://www.codot.gov/business/permits

Wildlife Resources - Disturbance of wildlife shall be avoided to the maximum extent practicable. Entry into areas of known or suspected threatened or endangered species habitat will require special authorization from the CDOT permitting office. If any threatened or endangered species are encountered during the progress of the permitted work, work in the subject area shall be halted and the CDOT Regional Permitting Office and Region Planning and Environmental Manager shall be contacted immediately. Authorization must be provided by CDOT prior to the continuation of work. Information about threatened or endangered species may be obtained from the CDOT website, http://www.codot.gov/programs/environmental/wildlife/guidelines, or the Colorado Parks and Wildlife (CPW) website, http://www.cpw.state.co.us/learn/Pages/SOC-ThreatenedEndangeredList.aspx. Additional guidance may be provided by the appropriate Region Planning and Environmental Manager (RPEM).

Cultural Resources - The applicant must request a file search of the permit area through the Colorado Office of Archaeology and Historic Preservation (OAHP), Denver, to ascertain if historic or archaeological resources have previously been identified (http://www.historycolorado.org/oahp/file-search). Inventory of the permit area by a qualified cultural resources specialist may be necessary, per the recommendation of CDOT. If archaeological sites/artifacts or historic resources are known to exist prior to the initiation of the permitted work or are encountered as the project progresses, all work in the subject area shall be halted and the CDOT Regional Permitting Office and Region Planning and Environmental Manager shall be contacted immediately. Authorization must be provided by CDOT prior to the continuation of work. Additional guidance may be provided by the Regional Permitting Office and RPEM. ***Contact Information:*** Contact the OAHP for file searches at (303) 866-5216.

Paleontological Resources - The applicant must request a fossil locality file search through the University of Colorado Museum, Boulder (https://cumuseum.colorado.edu/research/paleontology/vertebrates/policies), and the Denver Museum of Nature and Science (http://www.dmns.org/science/collections/earth-science-collections/) to ascertain if paleontological resources have been previously identified in or near the permit area. Inventory of the permit area by a qualified paleontologist may be necessary, per the recommendation of CDOT. If fossils are encountered during the permitted work, all work in the subject area shall be halted and the CDOT Regional Permitting Office and Region Planning and Environmental Manager shall be contacted immediately. Authorization must be provided by CDOT prior to the continuation of work. Additional guidance may be provided by the Regional Permitting Office in the Permit Special Provisions. ***Contact Information:*** See the museum websites listed above for Paleontological Collections Manager contact information. Contact the CDOT Paleontologist for further information at nicole.peavey@state.co.us or (303) 7579632. The CDOT Paleontologist will not conduct a comprehensive file search independently of the museums.

Hazardous Materials, Solid Waste - The Solid Wastes Disposal Sites and Facilities Act C.R.S. 30-20-100, et al, and Regulations Pertaining to Solid Waste Disposal Sites and Facilities (6 CCR 1007-2), prohibit solid waste disposal without an approved Certificate of Designation (a landfill permit). The Colorado Hazardous Waste Act C.R.S. 25-15-301 et al, and the Colorado Hazardous Waste Regulations (6 CCR 1007-3) prohibit the transfer, storage or disposal (TSD) of hazardous waste except at permitted TSD sites. There are no permitted landfills or TSD sites within the State Highway Right of Way. Therefore, all solid or hazardous wastes that might be generated by the activities of entities entering the State Highway Right of Way must be removed from the ROW and disposed of at a permitted facility or designated collection point (e.g., for solid waste, a utility or construction company's own dumpster). If pre-existing solid waste or hazardous materials contamination (including oil or petroleum contaminated soil, asbestos, chemicals, mine tailings, etc.) is encountered during the performance of work, the permittee shall halt work in the affected area and immediately contact the CDOT Regional Permitting Office for direction as to how to proceed. ***Contact Information:*** Theresa Santangelo-Dreiling, CDOT Hazardous Materials Management Supervisor: (303) 512-5524.

Asbestos Containing Materials, Asbestos Contaminated Soil - All work on asbestos containing materials (ACM) must comply with the applicable requirements of the CDPHE Air Pollution Control Division's (APCD) Regulation 8. Disposal of ACM, and work done in asbestos-contaminated soil, must comply with the CDPHE Hazardous Materials and Waste Management Division's (HMWMD) Solid

Exhibit A

Waste Regulations. The application for any CDOT permit must specifically identify any ACM involved in the work for which authorization is being requested. Additional guidance or requirements may be specified in the permit special provisions. ***Contact Info:*** CDPHE APCD and HMWMD Regulations can be accessed via the CDPHE Environmental Permitting Website listed above. Additional information **concerning clearance on CDOT projects** is available from the CDOT Asbestos Project Manager (303) 5125519, or Theresa Santangelo-Dreiling, Hazardous Materials Management Supervisor: (303) 512-5524.

Transportation of Hazardous Materials - No person may offer or accept a hazardous material for transportation in commerce unless that person is registered in conformance with the United States Department of Transportation regulations at 49 CFR, Part 171. The hazardous material must be properly classed, described, packaged, marked, labeled, and in condition for shipment as required or authorized by applicable requirements, or an exemption, approval or registration has been issued. Vehicles requiring a placard, must obtain authorization and a State HAZMAT Permit from the Colorado Public Utilities Commission. ***Contact Information:*** For authorization and more info call the Federal Motor Safety Carrier Administration, US DOT for inter- and intra-state HAZMAT Registration (303) 969-6748. Colorado Public Utilities Commission: (303) 894-2868.

Discharge of Dredged or Fill Material – 404 Permits Administered By the U.S. Army Corps of Engineers, and Section 401 Water Quality Certifications Issued by the CDPHE WQCD - Corps of Engineers 404 permits are required for the discharge of dredged or fill materials into waters of the United States, including wetlands. There are various types of 404 permits, including nationwide permits, which are issued for activities with relatively minor impacts. For example, there is a nationwide permit for utility line activities (nwp #12). Depending upon the specific circumstances, it is possible that either a "general" or "individual" 404 permit would be required. If an individual 404 permit is required, section 401 water quality certification from the CDPHE WQCD is also required. Contact the appropriate Corps District Regulatory Office for information about what type of 404 permit may be required (contact information above). Contact the CDPHE Water Quality Control Division at (303) 692-3500.

Working on or in any stream or its bank - In order to protect and preserve the state's fish and wildlife resources from actions that may obstruct, diminish, destroy, change, modify, or vary a natural existing stream or its banks or tributaries, it may be necessary to obtain a Senate Bill 40 certification from the Colorado Department of Natural Resources. A stream is defined as 1) represented by a solid blue line on USGS 7.5' quadrangle maps; and/or 2) intermittent streams providing live water beneficial to fish and wildlife; and/or 3) segments of streams supporting 25% or more cover within 100 yards upstream or downstream of the project; and/or 4) segments of streams having wetlands present within 200 yards upstream or downstream of the project measured by valley length. The CPW application, as per guidelines agreed upon by CDOT and CPW, can be accessed at https://www.codot.gov/programs/environmental/wildlife/guidelines.

Stormwater Construction Permit (SCP) and Stormwater Discharge From Industrial Facilities - Discharges of stormwater runoff from construction sites disturbing one acre or more - or certain types of industrial facilities, such as concrete batch plants - require a CDPS Stormwater Permit. ***Contact Information:*** Contact the CDPHE Water Quality Control Division at (303) 692-3500. Website: https://www.colorado.gov/pacific/cdphe/wq-construction-general-permits and https://colorado.gov/pacific/cdphe/wq-commerce-andindustry-permits.

Construction Dewatering (Discharge or Infiltration) and Remediation Activities - Discharges of water encountered during excavation or work in wet areas may require a Construction Dewatering or Remediation Activities Discharge Permit. ***Contact Information:*** For Construction Dewatering and Remediation Activities Discharge Permits, contact the CDPHE WQCD at (303) 6923500. For Applications and Instructions (CDPHE website): https://www.colorado.gov/pacific/cdphe/wq-construction-general-permits.

Municipal Separate Storm Sewer System (MS4) Discharge Permit - Discharges from the storm sewer systems of larger municipalities, and from the CDOT highway drainage system that lies within those municipalities, are subject to MS4 Permits issued by the CDPHE WQCD. For facilities that lie within the boundaries of a municipality that is subject to an MS4 permit, the owner of such facility should contact the municipality regarding stormwater related clearances that may have been established under that municipality's MS4 permit. All discharges to the CDOT highway drainage system or within the Right of Way (ROW) must comply with the applicable provisions of the Colorado Water Quality Control Act, the Water Quality Control Commission (WQCC) Regulations (https://www.colorado.gov/pacific/cdphe/wqcc-regulations-and-policies-and-water-quality-statutes) and the CDOT MS4 Permit # COS000005 (https://www.codot.gov/programs/environmental/water-quality/documents). Discharges are subject to inspection by CDOT and CDPHE. Contact the CDPHE Water Quality Control Division at (303) 692-3500 for a listing of municipalities required to obtain MS4 Permits, or go to https://www.colorado.gov/pacific/cdphe/wq-municipal-ms4-permits. For CDOT-related MS4 regulations, go to: https://www.codot.gov/programs/environmental/water-quality/stormwater-programs.html.

General Prohibition – Discharges - All discharges are subject to the provisions of the Colorado Water Quality Control Act and the Colorado Discharge Permit Regulations. Prohibited discharges include, but are not limited to, substances such as wash water, paint, automotive fluids, solvents, oils or soaps and sediment. ***Contact Information:*** Contact the CDPHE Water Quality Control Division at (303) 692-3500.

General Authorization - Allowable Non-Stormwater Discharges - Unless otherwise identified by CDOT or the WQCD as significant sources of pollutants to the waters of the State, the following discharges to stormwater systems are allowed without a Colorado Discharge Permit System permit: landscape irrigation, diverted stream flows, uncontaminated ground water infiltration to separate storm sewers, discharges from potable water sources, foundation drains, air conditioning condensation, irrigation water, uncontaminated springs, footing drains, water line flushing, flows from riparian habitats and wetlands, and flow from firefighting activities. Allowable non-stormwater discharges can be found under Illicit Discharge PDD at: https://www.codot.gov/programs/environmental/water-quality/stormwater-programs.html. ***Contact Information:*** The CDPHE Water Quality Control Division (telephone #'s listed above).

Erosion and Sediment Control Practices - For activities requiring a Stormwater Construction Permit, erosion control requirements will be specified in that permit. In situations where a stormwater permit is not required, all reasonable measures should be taken to minimize erosion and sedimentation according to CDOT Standard Specifications 107.25, 208, 213 and 216 (https://www.codot.gov/business/designsupport/2011-construction-specifications/2011-Specs/2011-specs-book). All disturbances require a stabilization plan, native seeding or landscape design plan according to applicable CDOT Standard Specifications 212-217 and 623. The CDOT Erosion Control and Stormwater Quality Guide (available from the Bid Plans Office at (303) 757-9313) should be used to design erosion controls and restore disturbed vegetation.

Exhibit A

Disposal of Drilling Fluids - Drilling fluids used in operations such as Horizontal Directional Drilling may be classified as "discharges" or "solid wastes," and in general, should be pumped or vacuumed from the construction area, removed from the State Highway Right of Way, and disposed of at permitted facilities that specifically accept such wastes. Disposal of drilling fluids into storm drains, storm sewers, roadside ditches or any other type of man-made or natural waterway is prohibited by Water Quality Control and/or Solid Waste regulations. Small quantities of drilling fluid solids (less than 1 cubic yard of solids) may be left on-site after either being separated from fluids or after infiltration of the water, provided: 1) the drilling fluid consists of only water and bentonite clay, or, if required for proper drilling properties, small quantities of polymer additives that are approved for use in drinking water well drilling; 2) the solids are fully contained in a pit, and are not likely to pose a nuisance to future work in the area, 3) the solids are covered and the area restored as required by CDOT permit requirements (Utility, Special Use, or Access Permits, etc.). ***Contact Information:*** Contact CDPHE (telephone #'s listed above).

Noxious Weeds and Invasive Species Management Plan – Noxious Weeds and Invasive Species guidance can be found by contacting the Colorado Department of Agriculture (https://www.colorado.gov/pacific/agconservation/noxiousweeds) and the Colorado Division of Parks and Wildlife (http://cpw.state.co.us/aboutus/Pages/RS-NoxiousWeeds.aspx). In either case, management plans involving the control of noxious weeds associated with the permitted activity and cleaning of equipment will be required.

Concrete Washout - Waste generated from concrete activities shall NOT be allowed to flow into the drainage ways, inlets, receiving waters, or in the CDOT ROW. Concrete waste shall be placed in a temporary concrete washout facility and must be located a minimum of 50 feet from state waters, drainageways, and inlets. Concrete washout shall only be performed as specified by the CDOT Environmental Program and shall be in accordance to CDOT specifications and guidelines. ***Contact Information****:* Contact CDPHE or find additional information on the CDOT website: https://www.codot.gov/business/designsupport/2011-constructionspecifications/2011-Specs and refer to the specifications and their revisions for sections 101, 107 and 208.

Spill Reporting - Spills shall be contained and cleaned up as soon as possible. Spills shall NOT be washed down into the storm drain or buried. All spills shall be reported to the CDOT Illicit Discharge Hotline at (303) 512-4446 (4H20), as well as the Regional Permitting Office and Regional Maintenance Supervisor. Spills on highways, into waterways, any spill in the highway right-of-way exceeding 25 gallons, or that may otherwise present an immediate danger to the public shall be reported by calling 911, and shall also be reported to the CDPHE at 1-877-518-5608. More information can be found at https://www.colorado.gov/pacific/cdphe/emergencyreporting-line.

About This Form - Questions or comments about this Information Summary may be directed to Dan Roussin, Program Administrator, CDOT Access Management Unit, at (303) 757-9841, daniel.roussin@state.co.us

Exhibit A

COLORADO
Department of Transportation
Region 2

Traffic & Safety – Access Permits

August 8, 2025

Permit No. **224098**
City of Pueblo

City of Pueblo – Andrew Hayes
230 Mechanic St.
Pueblo, Colorado 81003
P (719) 553-2295 | E ahayes@pueblo.us

SM Rocha LLC – Brandon Wilson
8703 Yates Drive, Suite 210
Westminster, CO 80031
P (303) 458-9798 | E brandon@smrocha.com

Dear Permittee:

1. Please **review** the attached State Highway Access Permit (Form #101) and all enclosed attachments.
2. If you choose **NOT** to act on the permit, please notify the Colorado Department of Transportation (CDOT) within 60 days of the date of this transmittal letter, CDOT will consider this permit withdrawn and reapplication will be required.
3. If you wish to **APPEAL** the Terms and Conditions of the permit, please refer to the attached Form 101, Pages 2 and 3 for an explanation of the appeal procedures.
4. **If you ACCEPT** the Permit and its Terms and Conditions and are authorized to sign as legal owner of the property or as an authorized representative, please sign and date the DocuSign Access Permit form #101 on the line marked "PERMITTEE". Your signature confirms your agreement to all the listed Terms and Conditions. **The file will be returned electronically to the permit Author for final signatures and completion. The executed DocuSign envelope will be returned to you electronically through email once the CDOT permit author has signed, executing the permit**. Keep in mind that a permit does not grant access, permission to construct or perform any work in the CDOT right-of-way. Access and permission to construct will be granted with a Notice to Proceed to construct. This states that we have an agreement to grant access at the given location to you.
5. **Once the digital signature is complete** you will receive a link to pay the permit fee through PayPal. The link is to pay the permit fee of $300.00. If the Permittee is not paying the fee and the fee is being paid by third party, a PayPal link can be requested through your permit author. **If the link is missing contact the permit author and they will send the link via email.**
6. As described in the attached Terms and Conditions, you must make a written request to obtain a Notice to Proceed. **DO NOT** begin any work within the State Highway Right-of-Way without a validated Access Permit and Notice to Proceed. Use of this permit without the Colorado Department of Transportation's validation shall be considered a violation of State Law and the permit will be revoked.

If you have any questions, please contact me at:

Region 2 Traffic Section – Access Permits
Michelle Regalado - Access
5615 Wills Blvd, Suite A
Pueblo, CO 81008
P (719) 251-7804 E michelle.regalado@state.co.us

Exhibit A

COLORADO DEPARTMENT OF TRANSPORTATION

STATE HIGHWAY ACCESS PERMIT

CDOT Permit No.	State Highway No / Mp / Side
224098	045A / 0.79 / R-N

Permit Fee	Date of Transmittal	Region / Section / Patrol / Name	Local Jurisdiction
$300.00	08/08/2025	2 / 04 / 41 / Buford	Pueblo

The Permittee(s):

City of Pueblo- Andrew Hayes
230 Mechanic St.
Pueblo, CO 81003
P (719) 553-2295 | E ahayes@pueblo.us

The Applicant(s):

SM Rocha, LLC - Brandon Wilson
8703 Yates Dr. Suite 210
Westminster, Colorado 80031
P (303) 458-9798 | E brandon@smrocha.com

is hereby granted permission to have an access to the state highway at the location noted below. The access shall be constructed, maintained and used in accordance with this permit, including the State Highway Access Code and any attachments, terms, conditions and exhibits. This permit may be revoked by the Issuing Authority if at any time the permitted access and its use violate any parts of this permit. The issuing authority, the Department and their duly appointed agents and employees shall be held harmless against any action for personal injury or property damage sustained by reason of the exercise of the permit.

Location: 045A ±1,108-feet east from MP 1 R-N (MP 0.79)
North Leg of the Intersection of Mirror Avenue and State Highway 45A

Access to Provide Service to:

Code	*Land Use*	*AADT*	*PHV_AM*	*PHV_PM*
937	Coffee/Donut Shop w/DTW	1205	139	62
1099	City Street Connection of Acero Avenue to SH045A/ Pueblo Boulevard (north leg of intersection) which includes existing Medical-Dental Office Building, Car Wash & Detail Center, Fast-Food Restaurant w/DTW, and Residential Neighborhood	N/A	220	337
	TOTAL	**N/A**	**359**	**399**

Additional Information: Please see Additional Terms & Conditions

MUNICIPALITY OR COUNTY APPROVAL
Required only when the appropriate local authority retains issuing authority.

Signature	Print Name	Date	Title

Upon the signing of this permit the permittee agrees to the terms and conditions and referenced attachments contained herein. All construction shall be completed in an expeditious and safe manner and shall be finished within 45 days from Initiation. The permitted access shall be completed in accordance with the terms and conditions of the permit prior to being used.

The permittee shall notify Ron Young with the Colorado Department of Transportation, at (719) 289-8718 at least 48 hours prior to commencing construction within the State Highway right-of-way.

The person signing as the permittee must be the owner or legal representative of the property served by the permitted access and have full authority to accept the permit and its terms and conditions.

	Print Name	Date
Permittee Signature:	Andrew Hayes, Dir. of Public Works	8/18/2025
Applicant Signature: (if applicable)	Brandon Wilson	08/18/2025

This permit is not valid until signed by a duly authorized representative of the Department.
COLORADO DEPARTMENT OF TRANSPORTATION

Signature	Print Name	Title	Date (of issue)

Copy Distribution: Required: 1.Region 2.Applicant 3.Staff Access Section 4.Central Files
Make copies as necessary for: Local Authority Inspector MTCE Patrol Traffic Engineer

Previous editions are obsolete and may not be used

State Highway Access Permit
Form 101, Page 2

The following paragraphs are excerpts of the State Highway Access Code. These are provided for your convenience but do not alleviate compliance with all sections of the Access Code. A copy of the State Highway Access Code is available from your local issuing authority (local government) or the Colorado Department of Transportation (Department). When this permit was issued, the issuing authority made its decision based in part on information submitted by the applicant, on the access category which is assigned to the highway, what alternative access to other public roads and streets is available, and safety and design standards. Changes in use or design not approved by the permit or the issuing authority may cause the revocation or suspension of the permit.

APPEALS

1. Should the permittee or applicant object to the denial of a permit application by the Department or object to any of the terms or conditions of a permit placed there by the Department, the applicant and permittee (appellant) have a right to appeal the decision to the [Transportation] Commission [of Colorado]. To appeal a decision, submit a request for administrative hearing to the Transportation Commission of Colorado within 60 days of transmittal of notice of denial or transmittal of the permit for signature. Submit the request to the Transportation Commission of Colorado, 4201 East Arkansas Avenue, Denver, Colorado 80222-3400. The request shall include reasons for the appeal and may include changes, revisions, or conditions that would be acceptable to the permittee or applicant.

2. Any appeal by the applicant or permittee of action by a local issuing authority shall be filed with the local authority and be consistent with the appeal procedures of the local authority.

3. In submitting the request for administrative hearing, the appellant has the option of including within the appeal a request for a review by the Department's internal administrative review committee pursuant to [Code] subsection 2.10. When such committee review is requested, processing of the appeal for formal administrative hearing, 2.9(5) and (6), shall be suspended until the appellant notifies the Commission to proceed with the administrative hearing, or the appellant submits a request to the Commission or the administrative law judge to withdraw the appeal. The two administrative processes, the internal administrative review committee, and the administrative hearing, may not run concurrently.

4. Regardless of any communications, meetings, administrative reviews or negotiations with the Department or the internal administrative review Committee regarding revisions or objections to the permit or a denial, if the permittee or applicant wishes to appeal the Department's decision to the Commission for a hearing, the appeal must be brought to the Commission within 60 days of transmittal of notice of denial or transmittal of the permit.

PERMIT EXPIRATION

1. A permit shall be considered expired if the access is not under construction within one year of the permit issue date or before the expiration of any authorized extension. When the permittee is unable to commence construction within one year after the permit issue date, the permittee may request a one year extension from the issuing authority. No more than two one-year extensions may be granted under any circumstances. If the access is not under construction within three years from date of issue the permit will be considered expired. Any request for an extension must be in writing and submitted to the issuing authority before the permit expires. The request should state the reasons why the extension is necessary, when construction is anticipated, and include a copy of page 1 (face of permit) of the access permit. Extension approvals shall be in writing. The local issuing authority shall obtain the concurrence of the Department prior to the approval of an extension, and shall notify the Department of all denied extensions within ten days. Any person wishing to reestablish an access permit that has expired may begin again with the application procedures. An approved Notice to Proceed, automatically renews the access permit for the period of the Notice to Proceed.

CONSTRUCTION

1. Construction may not begin until a Notice to Proceed is approved. (Code subsection 2.4]

2. The construction of the access and its appurtenances as required by the terms and conditions of the permit shall be completed at the expense of the permittee except as provided in subsection 2.14. All materials used in the construction of the access within the highway right-of-way or on permanent easements, become public property. Any materials removed from the highway right-of-way will be disposed of only as directed by the Department. All fencing, guard rail, traffic control devices and other equipment and materials removed in the course of access construction shall be given to the Department unless otherwise instructed by the permit or the Department inspector.

3. The permittee shall notify the individual or the office specified on the permit or Notice to Proceed at least two working days prior to any construction within state highway right-of-way. Construction of the access shall not proceed until both the access permit and the Notice to Proceed are issued. The access shall be completed in an expeditious and safe manner and shall be finished within 45 days from initiation of construction within the highway right-of-way. A construction time extension not to exceed 30 working days may be requested from the individual or office specified on the permit.

4. The issuing authority and the Department may inspect the access during construction and upon completion of the access to ensure that all terms and conditions of the permit are met. Inspectors are authorized to enforce the conditions of the permit during construction and to halt any activities within state right-of-way that do not comply with the provisions of the permit, that conflict with concurrent highway construction or maintenance work, that endanger highway property, natural or cultural resources protected by law, or the health and safety of workers or the public.

5. Prior to using the access, the permittee is required to complete the construction according to the terms and conditions of the permit. Failure by the permittee to abide by all permit terms and conditions shall be sufficient cause for the Department or issuing authority to initiate action to suspend or revoke the permit and close the access. If in the determination of the Department or issuing authority the failure to comply with or complete the construction requirements of the permit create a highway safety hazard, such shall be sufficient cause for the summary suspension of the permit. If the permittee wishes to use the access prior to completion, arrangements must be approved by the issuing authority and Department and included in the permit. The Department or issuing authority may order a halt to any unauthorized use of the access pursuant to statutory and regulatory powers. Reconstruction or improvement of the access may be required when the permittee has failed to meet required specifications of design or materials. If any construction element fails within two years due to improper construction or material specifications, the permittee shall be responsible for all repairs. Failure to make such repairs may result in suspension of the permit and closure of the access.

6. The permittee shall provide construction traffic control devices at all times during access construction, in conformance with the M.U.T.C.D. as required by section 42-4-104, C.R.S., as amended.

7. A utility permit shall be obtained for any utility work within highway right-of-way. Where necessary to remove, relocate, or repair a traffic control device or public or private utilities for the construction of a permitted access, the relocation, removal or repair shall be accomplished by the permittee without cost to the Department or issuing authority, and at the direction of the Department or utility company. Any damage to the state highway or other public right-of-way beyond that which is allowed in the permit shall be repaired immediately. The permittee is responsible for the repair of any utility damaged in the course of access construction, reconstruction or repair.

8. In the event it becomes necessary to remove any right-of-way fence, the posts on either side of the access shall be securely braced with an approved end post before the fence is cut to prevent any slacking of the remaining fence. All posts and wire removed are Department property and shall be turned over to a representative of the Department.

9. The permittee shall ensure that a copy of the permit is available for review at the construction site at all times. The permit may require the contractor to notify the individual or office specified on the permit at any specified phases in construction to allow the field inspector to inspect various aspects of construction such as concrete forms, subbase, base course compaction, and materials specifications. Minor changes and additions may be ordered by the Department or local authority field inspector to meet unanticipated site conditions.

10. Each access shall be constructed in a manner that shall not cause water to enter onto the roadway or shoulder, and shall not interfere with the existing drainage system on the right-of-way or any adopted municipal system and drainage plan.

11. By accepting the permit, permittee agrees to save, indemnify, and hold harmless to the extent allowed by law, the issuing authority, the Department, its officers, and employees from suits, actions, claims of any type or character brought because of injuries or damage sustained by any person resulting from the permittee's use of the access permit during the construction of the access.

CHANGES IN ACCESS USE AND PERMIT VIOLATIONS

1. It is the responsibility of the property owner and permittee to ensure that the use of the access to the property is not in violation of the Code, permit terms and conditions or the Act. The terms and conditions of any permit are binding upon all assigns, successors-in-interest, heirs and occupants. If any significant changes are made or will be made in the use of the property which will affect access operation, traffic volume and or vehicle type, the permittee or property owner shall contact the local issuing authority or the Department to determine if a new access permit and modifications to the access are required.

2. When an access is constructed or used in violation of the Code, section 43-2-147(5)(c), C.R.S., of the Act applies. The Department or issuing authority may summarily suspend an access permit and immediately order closure of the access when its continued use presents an immediate threat to public health, welfare or safety. Summary suspension shall comply with article 4 of title 24, C.R.S.

MAINTENANCE

1. The permittee, his or her heirs, successors-in-interest, assigns, and occupants of the property serviced by the access shall be responsible for meeting the terms and conditions of the permit, the repair and maintenance of the access beyond the edge of the roadway including any cattle guard and gate, and the removal or clearance of snow or ice upon the access even though deposited on the access in the course of Department snow removal operations. Within unincorporated areas the Department will keep access culverts clean as part of maintenance of the highway drainage system. However, the permittee is responsible for the repair and replacement of any access-related culverts within the right-of-way. Within incorporated areas, drainage responsibilities for municipalities are determined by statute and local ordinance. The Department will maintain the roadway including auxiliary lanes and shoulders, except in those cases where the access installation has failed due to improper access construction and/or failure to follow permit requirements and specifications in which case the permittee shall be responsible for such repair. Any significant repairs such as culvert replacement, resurfacing, or changes in design or specifications, requires authorization from the Department.

Exhibit A

TERMS & CONDITIONS

Access Permit No: 224098
Permittee: City of Pueblo / Andrew Hayes
Applicant: SM Rocha, LLC / Brandon Wilson

August 8, 2025
045A & Mirror, MP 0.79, R-N
City of Pueblo

1. **READ ALL STANDARD REQUIREMENTS ON THE ATTACHED FORM 101 AND OTHER TERMS AND CONDITIONS ON THESE ATTACHED SHEETS.**

2. This Permit hereby replaces all previous access permit(s) for this ownership, which now become null and void including Access Permit 202099 issued November 2022.

3. A NOTICE TO PROCEED TO CONSTRUCTION, CDOT Form 1265, is required before beginning the construction of the access or use of the access. Prior to NOTICE TO PROCEED issuance, the Permittee shall provide all documents required of these terms & conditions, including, but not limited to, the following:

    a. A written request for a NOTICE TO PROCEED that includes the access permit number
    b. A copy of the final recorded plats – Lakeshore Estates Nos. 1-3 and Rearrangement of Property Boundaries in Lots 1 and 2 of Lakeshore Estates Filing No 3
    c. See #15.

4. The purpose of this Access Permit is issued to re-permit an existing access to State Highway **045A** for a change in use of the property in terms of access operation, traffic volume and/or vehicle type and allow improvements to be made to the access.

    The access will serve the north leg connection of Mirror Avenue, a City of Pueblo maintained roadway/street, to SH045A (Pueblo Boulevard).

    This access permit was prompted by a new commercial development of a coffee shop with drive thru dba Starbucks Coffee Company located at 2173 W Pueblo Blvd, Lot # 1 of the Lakeshore Estates, Filing No 3 subdivision, parcel # 1514314006, 1.47 acres.

    The access will serve city street, Mirror Avenue including:
    a) Medical Office (Kaiser Permanente)
    b) Automated Car Wash (Express Car Wash)
    c) Fast Food Restaurant w/DTW (Culver's)
    d) Coffee/Donut Shop w/ DTW (Starbucks)
    e) Existing Residential Neighborhood (Laredo at Parkside)

5. The access is located on the **right/north** side of State Highway **045A**, a distance of ±1,108-feet east from milepost 1 (one) (MP 0.79) city street Mirror Avenue in the City of Pueblo.

6. This section of State Highway **045A** is a Category **NR-A** highway with a posted speed limit of 55 MPH.

TERMS & CONDITIONS

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7. The Annual Average Daily Traffic (AADT) volumes and Peak Hour Volumes (PHV) using this access shall not exceed the following:

Code	*Land Use*	*AADT*	*PHV_AM*	*PHV_PM*
937	Coffee/Donut Shop w/DTW	1205	139	62
1099	City Street Connection of Mirror Avenue to SH045A/ Pueblo Boulevard (north leg of intersection) which includes existing Medical-Dental Office Building, Car Wash & Detail Center, Fast-Food Restaurant w/DTW, and Residential Neighborhood	N/A	220	337
	TOTAL	**N/A**	**359**	**399**

8. If in the future, the traffic volumes increase by greater than 20% of the permitted number and/or any significant changes are made or will be made in the use of the property which will affect access operation, traffic volume and or vehicle type, the Permittee or current property owner is required to apply for a new Access Permit and may be required to construct highway improvements.

9. This access will be allowed **full movement** (right in, right out, left in, left out).

10. The access width shall be **48-feet** measured at the right-of-way line. The access width shall be measured exclusive of the radii, flares, curb, gutter, and any median. Only the travel portion of the access is measured.

11. The following criteria and documents were used to establish this Access Permit:

    a. The Application for Access Permit (CDOT Form 137) signed by the permittee on 09/17/2024 and accepted on 09/25/2024
    b. All attachments included with the application
    c. State Highway Access Code, Volume 2, CCR-601-1; Effective date March 2002
    d. The State Highway Access Category Assignment Schedule, as revised
    e. The Colorado Department of Transportation (CDOT) M&S Standard Plans
    f. The Colorado Department of Transportation (CDOT) Standard Specifications
    g. Vicinity Map
    h. Approved Drainage Report, signed and sealed by Joseph A Jesik, PE #39781, dated 02/16/2024
    i. Approved Traffic Report, signed and sealed by Frederick C Lantz, PE # 23410, dated 09/25/2024.
    j. Starbucks Fair Share Escrow Calculation- new traffic signal at Pueblo Blvd & Mirror Ave.

12. No additional access will be allowed to right/north side of State Highway **045A** between Acero Avenue (milepost 1.043) and Gretna Avenue (milepost **0.64**).

    Physical separation and delineation along a property frontage such as curb and gutter or fencing, may be required when necessary to ensure that access will be limited to permitted locations.

Exhibit A

TERMS & CONDITIONS

Access Permit No: 224098
Permittee: City of Pueblo / Andrew Hayes
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August 8, 2025
045A & Mirror, MP 0.79, R-N
City of Pueblo

13. This Access Permit is issued in accordance with the 2002 State Highway Access Code (2CCR 601-1) and is based in part upon the information submitted by the Permittee. This Access Permit is only for the use and purpose stated in the Application and on the Permit. Any changes, based upon existing and/or anticipated future conditions in traffic volumes, drainage, types of traffic, or other operational aspects may render this permit void, requiring a new Application for Access Permit to be submitted for review by the Department and/or Issuing Authority.

14. By accepting this permit, the Permittee agrees to save, indemnify, and hold harmless to the extent allowed by law, the Issuing Authority, the Department, its officers, and employees from suits, actions, claims of any type or character brought because of injuries or damage sustained by any person resulting from the Permittee's use of the Access Permit during the construction of the access.

15. A traffic signal at the intersection of State Highway 045A (Pueblo Blvd) and Mirror Ave is warranted with this permit. Typically, any highway improvements are to be designed and constructed by the Permittee at no cost to the Department; however, design of this traffic signal has been completed by CDOT; therefore, the following is required:

    a. Installation of the traffic signal and improvements to accommodate the signalization at the intersection of State Highway 045A (Pueblo Blvd) and Mirror Ave in accordance with the provided CDOT design.

    For construction of the improvements, Sections 26 thru 78 of the Terms and Conditions of State Highway Access Permit #224097 shall apply.

    Any highway improvements shall be designed (other than noted above) and constructed by the Permittee at no cost to the Department. Failure by the Permittee to provide such warranted improvements may result in the revoking of the Access Permit and closure of the access approach.

16. Additional Department permits are required for work involving all utilities and landscaping within the right-of-way.

17. The Permittee is responsible for obtaining any necessary additional federal, state and/or local government agency permits or clearances required for construction of the access. Approval of this Access Permit does not constitute verification of this action by the Permittee.

18. The Permittee is hereby advised that other utilities may exist within the proposed permit area and shall implement all measures to protect any existing utilities from damage.

19. Any damage to existing highway facilities shall be repaired immediately at no cost to the Department and prior to continuing other work. Any mud or other material tracked or otherwise deposited on the roadway shall be removed daily or as ordered by the Department Inspector.

20. The Permittee is required to comply with the Americans with Disabilities Act Accessibility Guidelines (ADAAG) that have been adopted by the U.S. Architectural and Transportation Barriers Compliance Board (Access Board) and incorporated by the U.S. Attorney General as a federal standard. These guidelines are defining traversable slope requirements and prescribing the use of a defined pattern of truncated domes as detectable warnings at street crossings. The new Standards Plans and can be found on the Design and Construction Project Support web page at: https://www.codot.gov/business/designsupport/standard-plans.

Exhibit A

TERMS & CONDITIONS

Access Permit No: 224098
Permittee: City of Pueblo / Andrew Hayes
Applicant: SM Rocha, LLC / Brandon Wilson

August 8, 2025
045A & Mirror, MP 0.79, R-N
City of Pueblo

21. The local jurisdiction may have established by ordinance or resolution more stringent design standards and/or require additional permitting. The more stringent standards shall apply.

22. Backing maneuvers within and into the State Highway right-of-way are strictly prohibited. All vehicles shall enter and exit the highway right-of-way in a forward movement. Backing into the right-of-way shall be considered a violation of the Terms and Conditions of the Access Permit and may result in the revocation of the Permit by the Department and/or Issuing Authority.

23. The Permittee shall maintain adequate, unobstructed sight distance in both directions from the access. When determining the distance between accesses, the point of tangent shall be used where a radius is present, or the beginning of the curb cut. The minimum sight distance that shall be maintained along the highway for the access shall be 450-feet. The minimum sight distance that shall be maintained for the vehicle entering the highway shall be 825-feet.

24. Any landscaping or potentially obstructing objects such as but not limited to advertising signs, structures, trees, bushes, and landscape elements shall be designed, placed, and maintained at a height not to interfere with the sight distance needed by any vehicle using the access. No vertical elements are allowed within the clear zone as determined by the Department. The Department will require any object or landscaping to be maintained. If the objects are deemed by the Department to be a traffic hazard, it shall be removed by the Permittee at no cost to the Department.

25. The Department retains the right to perform any necessary maintenance work in this area.

CONTACT INFORMATION

CDOT Access Unit
Ron Young, Access Inspector
(719) 289-8718
ronaldr.young@state.co.us

CDOT Right-of-Way Unit
TJ Thiebaut, Real Estate Specialist
(719) 546-5413
thomas.thiebaut@state.co.us

CDOT Survey Unit
Greg Jones, Professional Land Surveyor
(719) 248-9045
gregorya.jones@state.co.us

Exhibit A

COLORADO DEPARTMENT OF TRANSPORTATION

STATE HIGHWAY ACCESS PERMIT APPLICATION

Issuing authority application acceptance date:

Instructions: ***Please print or type***

- Contact the Colorado Department of Transportation (CDOT) or your local government to determine your issuing authority.
- Contact the issuing authority to determine what plans and other documents are required to be submitted with your application.
- Complete this form (some questions may not apply to you) and attach all necessary documents and Submit it to the issuing authority.
- Submit an application for each access affected.
- If you have any questions contact the issuing authority.
- For additional information see CDOT's Access Management website at **http://www.dot.state.co.us/AccessPermits/index.htm**

1) Property owner (Permittee)		2) Applicant or Agent for permittee (if different from property owner)	
City of Pueblo		SM ROCHA, LLC	
Street address: 211 E. D Street		Mailing address: 8700 Turnpike Dr., Suite 240	
City, state & zip: Pueblo, Colorado 81003	Phone #: 719-553-2294	City, state & zip: Westminster, CO 80031	Phone # (required): 303-458-9798
E-mail address: ahayes@pueblo.us		E-mail address if available: Brandon@smrocha.com	

3) Address of property to be served by permit (required)
Local Road - Mirror Avenue north of SH45

4) Legal description of property: If within jurisdictional limits of Municipality, city and/or County, which one?

county	subdivision	block	lot	section	township	range
Pueblo				14	21S	65W

5) What State Highway are you requesting access from?
State Highway 45

6) What side of the highway? ■ N ☐ S ☐ E ☐ W

7) How many feet is the proposed access from the nearest mile post?
0 feet (☐ N ☐ S ■ E ☐ W) from: 0.790

How many feet is the proposed access from the nearest cross street?
0 feet (☐ N ☐ S ☐ E ■ W) from: Mirror Avenue

8) What is the approximate date you intend to begin construction?

9) Check here if you are requesting a:
■ new access ☐ temporary access (duration anticipated:) ☐ improvement to existing access
☐ change in access use ☐ removal of access ☐ relocation of an existing access (provide detail)

10) Provide existing property use
Residential and Commercial

11) Do you have knowledge of any State Highway access permits serving this property, or adjacent properties in which you have a property interest?
■ no ☐ yes, if yes - what are the permit number(s) and provide copies: and/or, permit date:

12) Does the property owner own or have any interests in any adjacent property?
■ no ☐ yes, if yes - please describe:

13) Are there other existing or dedicated public streets, roads, highways or access easements bordering or within the property?
■ no ☐ yes, if yes - list them on your plans and indicate the proposed and existing access points.

14) If you are requesting agricultural field access - how many acres will the access serve?
N/A

15) If you are requesting commercial or industrial access please indicate the types and number of businesses and provide the floor area square footage of each.

business/land use	square footage	business	square footage
Fast-Food Restaurant w/ DTW	4,900		
Coffee/Donut Shop w/ DTW	2,260		

16) If you are requesting residential developement access, what is the type (single family, apartment, townhouse) and number of units?

type	number of units	type	number of units
Laredo at Parkside Neighborhood			

17) Provide the following vehicle count estimates for vehicles that will use the access. Leaving the property then returning is two counts.

Indicate if your counts are ■ peak hour volumes or ☐ average daily volumes.	# of passenger cars and light trucks at peak hour volumes	# of multi unit trucks at peak hour volumes
	394	
# of single unit vehicles in excess of 30 ft.	# of farm vehicles (field equipment)	**Total count of all vehicles**
		394

Exhibit A

18) Check with the issuing authority to determine which of the following documents are required to complete the review of your application.

a) Property map indicating other access, bordering roads and streets.
b) Highway and driveway plan profile.
c) Drainage plan showing impact to the highway right-of-way.
d) Map and letters detailing utility locations before and after development in and along the right-of-way.
e) Subdivision, zoning, or development plan.
f) Proposed access design.
g) Parcel and ownership maps including easements.
h) Traffic studies.
i) Proof of ownership.

1- It is the applicant's responsibility to contact appropriate agencies and obtain all environmental clearances that apply to their activities. Such clearances may include Corps of Engineers 404 Permits or Colorado Discharge Permit System permits, or ecological, archeological, historical or cultural resource clearances. The CDOT Environmental Clearances Information Summary presents contact information for agencies administering certain clearances, information about prohibited discharges, and may be obtained from Regional CDOT Utility/Special Use Permit offices or accessed via the CDOT Planning/Construction-Environmental-Guidance webpage **http://www.dot.state.co.us/environmental/Forms.asp**.

2- All workers within the State Highway right of way shall comply with their employer's safety and health policies/ procedures, and all applicable U.S. Occupational Safety and Health Administration (OSHA) regulations - including, but not limited to the applicable sections of 29 CFR Part 1910 - Occupational Safety and Health Standards and 29 CFR Part 1926 - Safety and Health Regulations for Construction.

Personal protective equipment (e.g. head protection, footwear, high visibility apparel, safety glasses, hearing protection, respirators, gloves, etc.) shall be worn as appropriate for the work being performed, and as specified in regulation. At a minimum, all workers in the State Highway right of way, except when in their vehicles, shall wear the following personal protective equipment: High visibility apparel as specified in the Traffic Control provisions of the documentation accompanying the Notice to Proceed related to this permit (at a minimum, ANSI/ISEA 107-1999, class 2); head protection that complies with the ANSI Z89.1-1997 standard; and at all construction sites or whenever there is danger of injury to feet, workers shall comply with OSHA's PPE requirements for foot protection per 29 CFR 1910.136, 1926.95, and 1926.96. If required, such footwear shall meet the requirements of ANSI Z41-1999.

Where any of the above-referenced ANSI standards have been revised, the most recent version of the standard shall apply.

3- The Permittee is responsible for complying with the Revised Guidelines that have been adopted by the Access Board under the American Disabilities Act (ADA). These guidelines define traversable slope requirements and prescribe the use of a defined pattern of truncated domes as detectable warnings at street crossings. The new Standards Plans and can be found on the Design and Construction Project Support web page at: **<http://www.dot.state.co.us/DesignSupport/>**, then click on *Design Bulletins*.

If an access permit is issued to you, it will state the terms and conditions for its use. Any changes in the use of the permitted access not consistent with the terms and conditions listed on the permit may be considered a violation of the permit.

The applicant declares under penalty of perjury in the second degree, and any other applicable state or federal laws, that all information provided on this form and submitted attachments are to the best of their knowledge true and complete.

I understand receipt of an access permit does not constitute permission to start access construction work.

Applicant or Agent for Permittee signature	Print name	Date
Brandon Wilson Digitally signed by Brandon Wilson Contact Info: Brandon@SMRocha.com Date: 2024.09.09 20:22:09-06'00'	**Brandon Wilson**	**09/09/2024**

If the applicant is not the owner of the property, we require this application also to be signed by the property owner or their legally authorized representative (or other acceptable written evidence). This signature shall constitute agreement with this application by all owners-of-interest unless stated in writing. If a permit is issued, the property owner, in most cases, will be listed as the permittee.

Property owner signature	Print name	Date
Charles E. Roy	Charles E. Roy, PE	09/17/2024

I. Introduction

Project Overview

This traffic impact study is provided as a planning document and addresses the capacity, geometric, and control requirements associated with the development entitled Starbucks at Pueblo & Mirror.

This traffic impact study has been revised to address CDOT review comments dated April 30, 2024, regarding inclusion of MUTCD traffic signal warrants where applicable, and consideration for right-in/right-out restrictions for Acero Avenue at Pueblo Boulevard.

This proposed commercial development consists of a Starbucks coffee shop with drive-through window. The development is located near the northwest corner of Pueblo Boulevard and Mirror Avenue in Pueblo, Colorado.

Study Area Boundaries

The study area to be examined in this analysis encompasses the Pueblo Boulevard intersections with Mirror Avenue and Acero Avenue and the Beulah Avenue intersections with Mirror Avenue and Acero Avenue and proposed site access.

Figure 1 illustrates location of the site and study intersections.

Site Description

Land for the development is currently vacant and surrounded by a mix of commercial, industrial, and residential land uses.

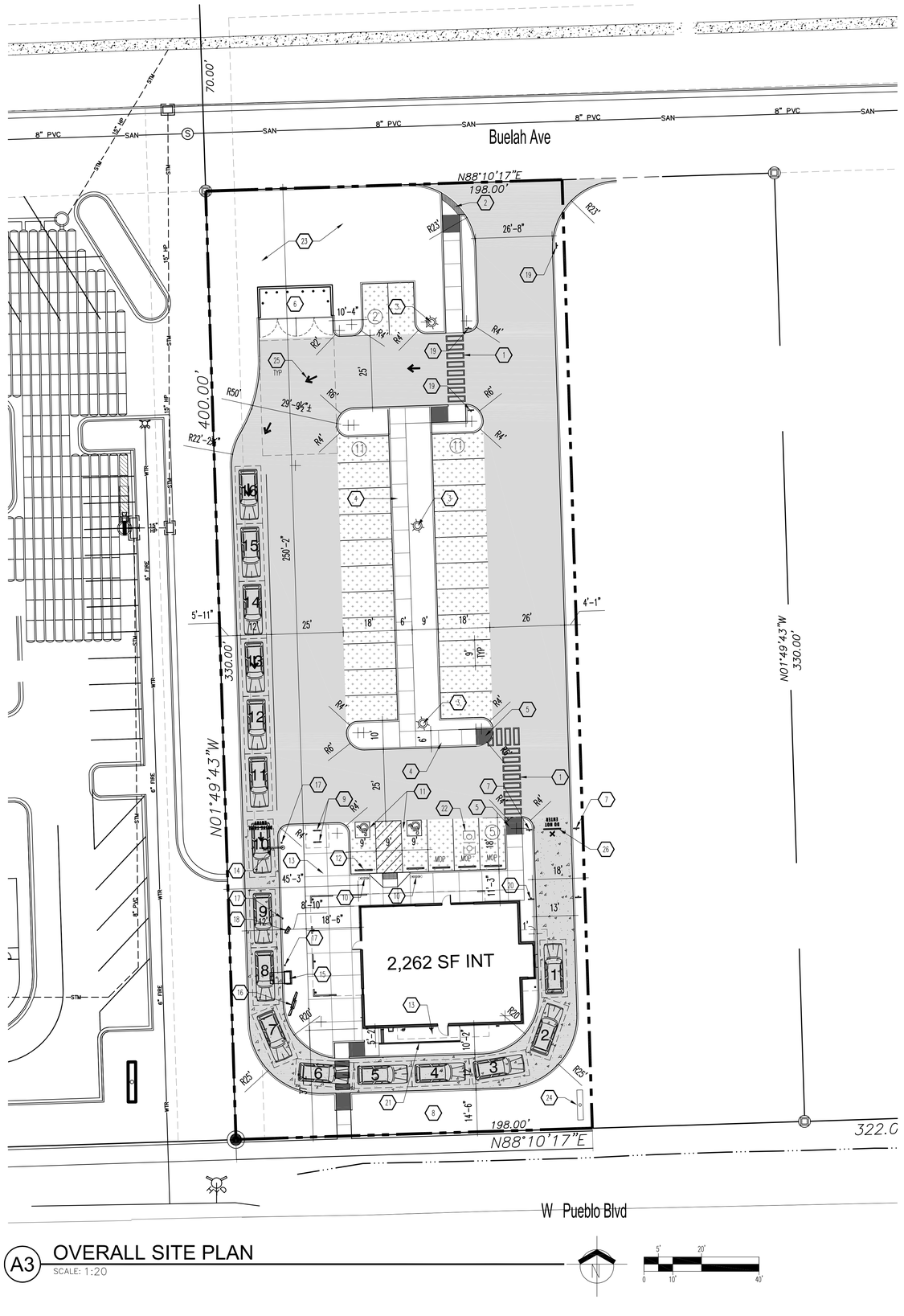
The proposed development is understood to entail the new construction of an approximate 2,260 square foot Starbucks coffee shop with drive-through window.

Proposed access to the development is provided via one full-movement access onto Beulah Avenue (referred to as Site Access).

For purposes of this study, it is anticipated that development construction would be completed by end of Year 2026.

General site and access locations are shown on Figure 1.

A site plan, as prepared by Modulus Architects, is shown on Figure 2. This plan is provided for illustrative purposes only.



A3 OVERALL SITE PLAN
SCALE: 1:20

GENERAL NOTES

A. "C" SERIES SHEETS APPLY TO THE ENTIRE SET OF DRAWINGS.
B. INDICATED DIMENSIONS ARE TO FACE OF FINISH; UNLESS OTHERWISE NOTED.

SITE DATA

ZONING DISTRICT: B-3
OFF STREET PARKING:

KEYED NOTES

1. WALKWAY PAVEMENT MARKING: SEE C5/A1.2.
2. END ISLAND ADA RAMP: SEE A4/A1.1.
3. LIGHT POLE: SEE A5/A1.1.
4. SIDEWALK: SEE B3/A1.1.
5. CURBED RAMP: SEE A1/A1.1.
6. REFUSED ENCLOSURE: SEE B3/A1.3.
7. 'DO NOT ENTER' SIGNAGE: SEE B3/A1.2.
8. LANDSCAPING AREA.
9. BIKE RACK: SEE B1/A1.2.
10. ACCESSIBLE SIGNAGE: SEE B4/A1.2.
11. ACCESSIBLE PARKING: SEE A1/A1.2 AND A3/A1.2 FOR 'VAN' ACCESSIBLE PARKING SPACE.
12. WHEEL STOP: SEE B5/A1.2; TYPICAL OF (3).
13. TURNDOWN SIDEWALK: SEE B2/A1.1.
14. CLEARANCE BAR: SEE B3/A501.
15. PRE-MENU: SEE C1/A501.
16. ORDER STATION: SEE A4/A501.
17. NON-ILLUMINATED BOLLARD: SEE B1/A501.
18. DTE/DOS STATION: SEE A3/A501.
19. DRIVE-THRU ARROW SIGNAGE: SEE B2/A501.
20. STARBUCKS 'THANK YOU/EXIT ONLY' FREESTANDING SIGN.
21. 6'-0" WALL TO CONCEAL BOH, TRASH, AND UTILITIES. CONSTRUCTED FROM CMU BLOCK OR BUILT WITH METAL POSTS & SCREENS.
22. GREASE INTERCEPTOR LOCATION.
23. SUBSURFACE PONDING AREA.
24. LOCATION OF MONUMENT AND PYLON SIGN.
25. DIRECTIONAL PAVEMENT MARKING: SEE A2/A1.3.
26. 'DO NOT ENTER' PAVEMENT MARKING: SEE A1/A1.3.

GRAPHIC LEGEND

6" THICK NORMAL WEIGHT REINFORCED CONCRETE PAVING.

HEAVY DUTY ASPHALT: SEE A5/A1.3.

LIGHT DUTY ASPHALT: SEE A3/A1.3.

(X) NUMBER OF PROVIDED PARKING SPACES.

PROPOSED COFFEE SHOP WITH DRIVE-THRU PARKING CALCULATION

USE/PARKING REQUIREMENT	TOTALS
BUILDING SIZE	2,262 GSG
PARKING REQUIRED	10 SPACE + 1 SPACE/250 GSF ABOVE 2,500SF
HC PARKING REQUIRED	1 SPACE
HC PARKING PROVIDED	2 SPACES
BIKE SPACES REQUIRED	2 SPACES
BIKE SPACES PROVIDED	2 SPACES
TOTAL PARKING REQUIRED	10 SPACES (TOTAL)
TOTAL PARKING PROVIDED	29 SPACES (TOTAL)

REV	DATE	BY	REVISION
6			
5			
4			
3			
2			
1			

MODULUS ARCHITECTS
8220 SAN PEDRO DR. NE, SUITE 520
ALBUQUERQUE, NEW MEXICO 87113
PHONE (505) 338-1499 FAX (505) 338-1498

STATE OF COLORADO
I Stephen Aaron Dunbar 405806
LICENSED ARCHITECT
20 Mar 2024

PROJECT TITLE: STARBUCKS – PUEBLO
PUEBLO BLVD & MIRROR
PUEBLO, CO 81004
PROJECT MANAGER: ROBERT DOYLE
DRAWN BY: DTN
JOB NO.: 59-PUEBLO
SHEET TITLE: OVERALL SITE PLAN

DATE: 20 Mar 2024
SCALE: AS NOTED
sheet: AS100
of:

STARBUCKS FAIR SHARE ESCROW CALCULATION- NEW TRAFFIC SIGNAL AT PUEBLO BLVD & MIRROR AVE.

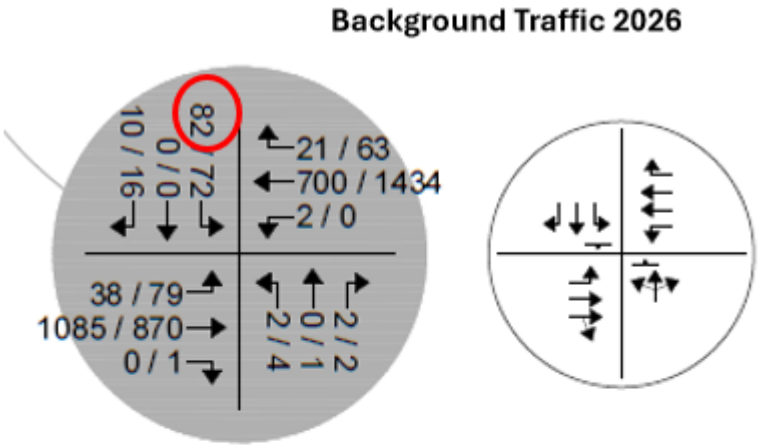
Assumptions:

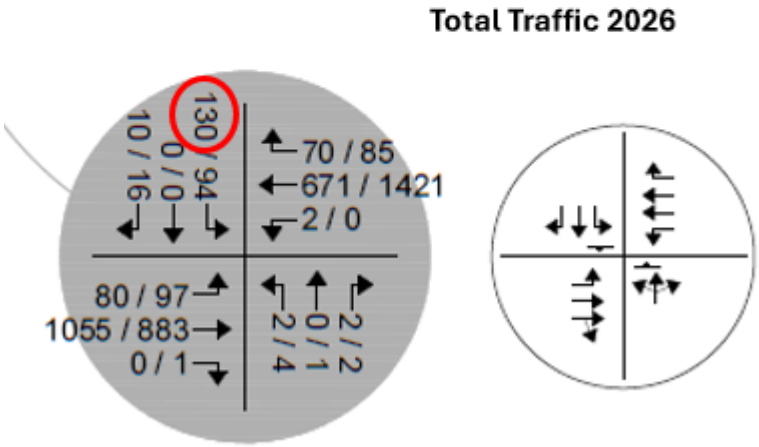
- Traffic signal warrant will be met in 2026 due to the development. (TIS September 2024)
- Traffic signals are placed due to minor road demand. So, only SB approach demand should be analyzed.
- SBR has a separate approach lane and the receiving acceleration lane, so SBR demand should be excluded. SBT demand is zero. Therefore, only SBL demand should be analyzed.
- The highest hourly demand should be analyzed (AM Peak), as Warrant 3 is met.
- Signal costs $650,000.

Table 9 – Traffic Signal Warrant Results

TRAFFIC ANALYSIS SCENARIO	Warrant 1	Warrant 2	Warrant 3
Existing	Not Met	Not Met	Not Met
Background Year 2026	Not Met	Not Met	Not Met
Background Year 2044	Not Met	Not Met	Met
Total Year 2026	Met	Met	Met
Total Year 2044	Met	Met	Met

CALCULATION





SBL background (AM Peak): 82

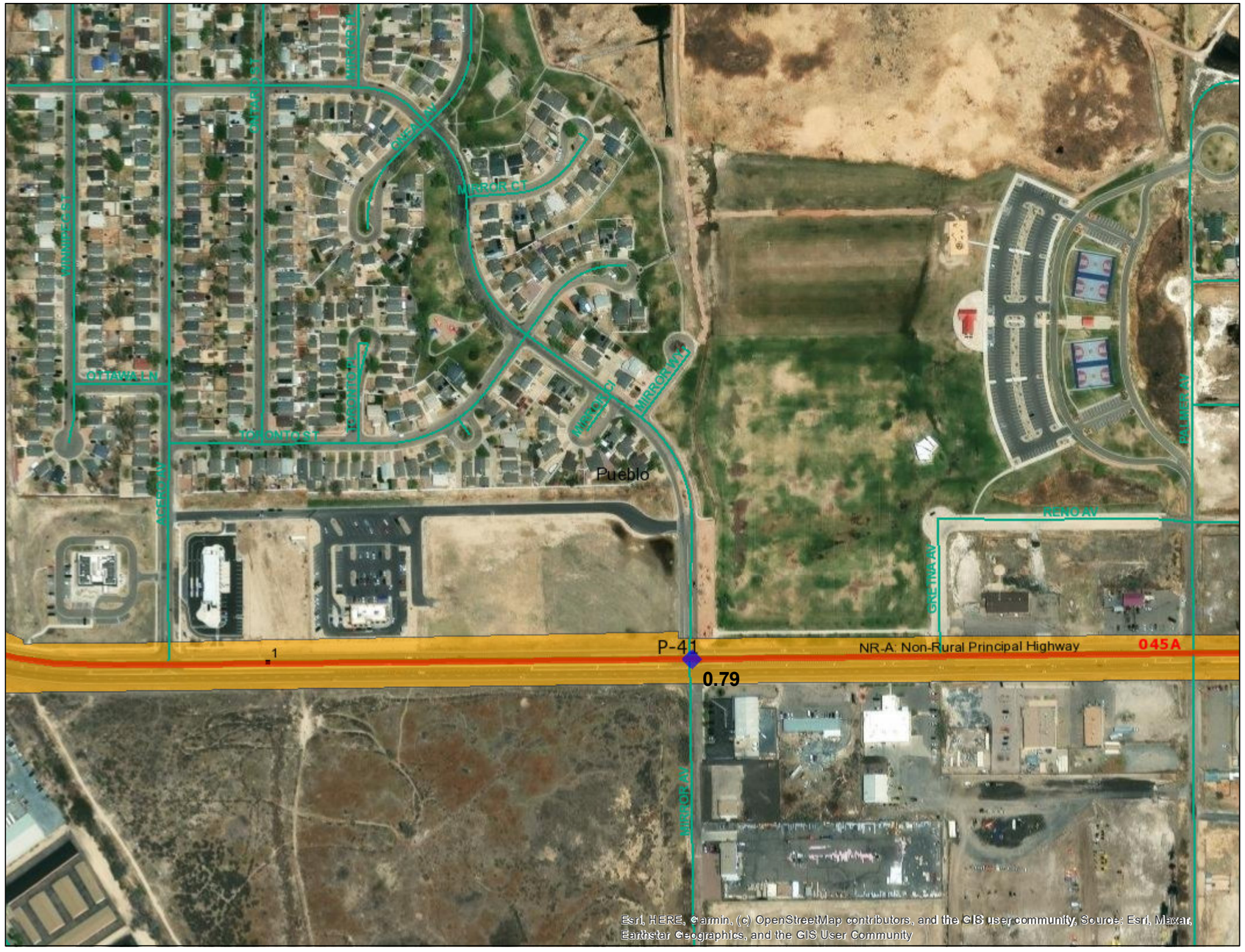
SBL total (AM Peak):130

Developer's share: $\frac{130-82}{130} = \frac{48}{130} = 36.9231\%$

Developer's fee: $\$650{,}000 * 36.9231\% = \$240{,}000$

224098 North Leg Connection Mirror Avenue & SH 045 MP 0.79 City of Pueblo

Exhibit A



Legend

Find Route Point

- Override 1
- Find Route Line
- Milepoints

Highways: Access Categories

- FW: Interstate System; Freeway Facils
- EX: Expressway, Major Bypass
- RA: Regional Highway
- RB: Rural Highway
- NRA: Non-Rural Principal Highway
- NRB: Non Rural Arterial
- NRC: Non Rural Arterial
- Highways
- Major Roads
- Local Roads
- Rail Lines
- CDOT ROW Boundaries
- Counties

Created:

Date: 10/2/2024

Time: 1:40:48 PM

N W E S

0 0.03 0.06 0.09

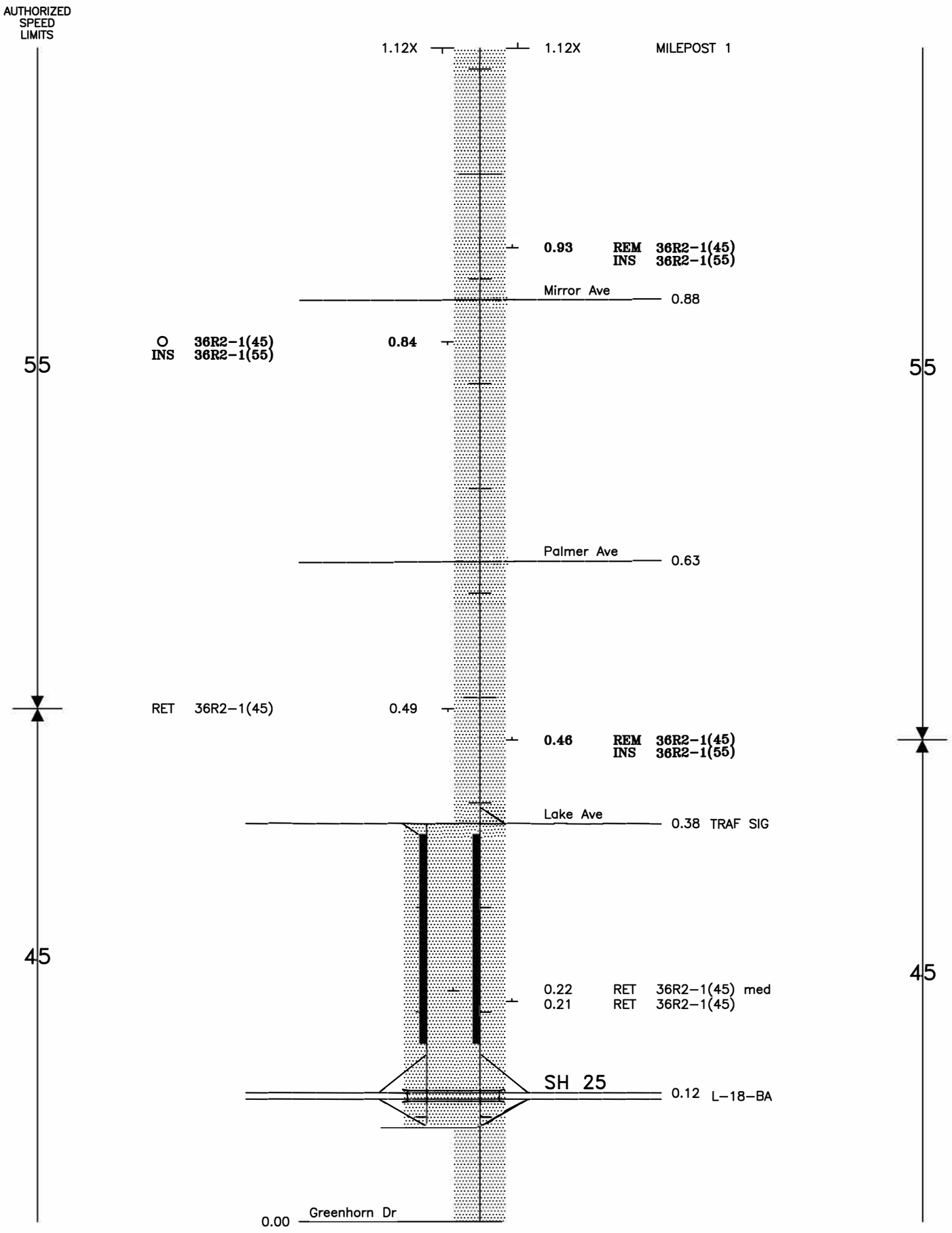
mi

1:4,514

COLORADO DEPARTMENT OF TRANSPORTATION

AUTHORIZED SPEED LIMITS AND RECOMMENDED TRAFFIC CONTROL DEVICES

Exhibit A



880.045.01 Begins at Greenhorn Dr

S

N

Traffic Engineer

Date:

O MISSING DO NOT REINSTALL
*MISSING ON 11-17-05
SIGNLOG ON 11-17-05

SH 45 IS PUEBLO BLVD IN PUEBLO CL	FILE	MEMO	SHEET	Implemented with changes as marked
	880.045.01	6450	1	Date: By:

SH 45 FROM SH 25 IN S PUEBLO TO SH 50 W/O PUEBLO

SUPERSEDES SHEET 1, MEMO 5880, 10-31-95

Version 96.11.1

COLORADO DEPARTMENT OF TRANSPORTATION Environmental Clearances Information Summary

Exhibit A

PURPOSE - This summary is intended to inform entities external to CDOT that may be entering the state highway right-of-way to perform work related to their own facilities (such as Utility, Special Use or Access Permittees), about some of the more commonly encountered environmental permits/clearances that may apply to their activities. This listing is not all-inclusive - additional environmental or cultural resource permits/clearances may be required in certain instances. Appropriate local, state and federal agencies should be contacted for additional information if there is any uncertainty about what permits/clearances are required for a specific activity. **IMPORTANT – Please Review The Following Information Carefully – Failure to Comply With Regulatory Requirements May Result In Suspension or Revocation of Your CDOT Permit, Or Enforcement Actions By Other Agencies.**

CLEARANCE CONTACTS - As indicated in the permit/clearance descriptions listed below, the following individuals or agencies may be contacted for additional information:

- Colorado Department of Public Health and Environment (CDPHE): General Information – (303) 692-2035
  Water Quality Control Division (WQCD): (303) 692-3500
  Environmental Permitting Website https://www.colorado.gov/pacific/cdphe/all-permits
- CDOT Water Quality Program Manager: (303) 757-9343 https://www.codot.gov/programs/environmental/water-quality
- CDOT Asbestos Project Manager: Phil Kangas, (303) 512-5519
- Colorado Office of Archaeology and Historic Preservation: (303) 866-5216
- U.S. Army Corps of Engineers, District Regulatory Offices: Omaha District (NE CO), Denver Office (303) 979-4120
  http://www.nwo.usace.army.mil/Missions/RegulatoryProgram/Colorado.aspx
  Sacramento Dist. (Western CO), Grand Junction Office (970) 243-1199
  http://www.spk.usace.army.mil/Missions/Regulatory.aspx Albuquerque
  District (SE CO), Pueblo Office (719)-543-9459
  http://www.spa.usace.army.mil/Missions/RegulatoryProgramandPermits.aspx
- CDOT Utilities, Special Use and Access Permitting: (303) 757-9654 https://www.codot.gov/business/permits

Wildlife Resources - Disturbance of wildlife shall be avoided to the maximum extent practicable. Entry into areas of known or suspected threatened or endangered species habitat will require special authorization from the CDOT permitting office. If any threatened or endangered species are encountered during the progress of the permitted work, work in the subject area shall be halted and the CDOT Regional Permitting Office and Region Planning and Environmental Manager shall be contacted immediately. Authorization must be provided by CDOT prior to the continuation of work. Information about threatened or endangered species may be obtained from the CDOT website, http://www.codot.gov/programs/environmental/wildlife/guidelines, or the Colorado Parks and Wildlife (CPW) website, http://www.cpw.state.co.us/learn/Pages/SOC-ThreatenedEndangeredList.aspx. Additional guidance may be provided by the appropriate Region Planning and Environmental Manager (RPEM).

Cultural Resources - The applicant must request a file search of the permit area through the Colorado Office of Archaeology and Historic Preservation (OAHP), Denver, to ascertain if historic or archaeological resources have previously been identified (http://www.historycolorado.org/oahp/file-search). Inventory of the permit area by a qualified cultural resources specialist may be necessary, per the recommendation of CDOT. If archaeological sites/artifacts or historic resources are known to exist prior to the initiation of the permitted work or are encountered as the project progresses, all work in the subject area shall be halted and the CDOT Regional Permitting Office and Region Planning and Environmental Manager shall be contacted immediately. Authorization must be provided by CDOT prior to the continuation of work. Additional guidance may be provided by the Regional Permitting Office and RPEM. ***Contact Information:*** Contact the OAHP for file searches at (303) 866-5216.

Paleontological Resources - The applicant must request a fossil locality file search through the University of Colorado Museum, Boulder (https://cumuseum.colorado.edu/research/paleontology/vertebrates/policies), and the Denver Museum of Nature and Science (http://www.dmns.org/science/collections/earth-science-collections/) to ascertain if paleontological resources have been previously identified in or near the permit area. Inventory of the permit area by a qualified paleontologist may be necessary, per the recommendation of CDOT. If fossils are encountered during the permitted work, all work in the subject area shall be halted and the CDOT Regional Permitting Office and Region Planning and Environmental Manager shall be contacted immediately. Authorization must be provided by CDOT prior to the continuation of work. Additional guidance may be provided by the Regional Permitting Office in the Permit Special Provisions. ***Contact Information:*** See the museum websites listed above for Paleontological Collections Manager contact information. Contact the CDOT Paleontologist for further information at nicole.peavey@state.co.us or (303) 7579632. The CDOT Paleontologist will not conduct a comprehensive file search independently of the museums.

Hazardous Materials, Solid Waste - The Solid Wastes Disposal Sites and Facilities Act C.R.S. 30-20-100, et al, and Regulations Pertaining to Solid Waste Disposal Sites and Facilities (6 CCR 1007-2), prohibit solid waste disposal without an approved Certificate of Designation (a landfill permit). The Colorado Hazardous Waste Act C.R.S. 25-15-301 et al, and the Colorado Hazardous Waste Regulations (6 CCR 1007-3) prohibit the transfer, storage or disposal (TSD) of hazardous waste except at permitted TSD sites. There are no permitted landfills or TSD sites within the State Highway Right of Way. Therefore, all solid or hazardous wastes that might be generated by the activities of entities entering the State Highway Right of Way must be removed from the ROW and disposed of at a permitted facility or designated collection point (e.g., for solid waste, a utility or construction company's own dumpster). If pre-existing solid waste or hazardous materials contamination (including oil or petroleum contaminated soil, asbestos, chemicals, mine tailings, etc.) is encountered during the performance of work, the permittee shall halt work in the affected area and immediately contact the CDOT Regional Permitting Office for direction as to how to proceed. ***Contact Information:*** Theresa Santangelo-Dreiling, CDOT Hazardous Materials Management Supervisor: (303) 512-5524.

Asbestos Containing Materials, Asbestos Contaminated Soil - All work on asbestos containing materials (ACM) must comply with the applicable requirements of the CDPHE Air Pollution Control Division's (APCD) Regulation 8. Disposal of ACM, and work done in asbestos-contaminated soil, must comply with the CDPHE Hazardous Materials and Waste Management Division's (HMWMD) Solid

Waste Regulations. The application for any CDOT permit must specifically identify any ACM involved in the work for which authorization is being requested. Additional guidance or requirements may be specified in the permit special provisions. ***Contact Info:*** CDPHE APCD and HMWMD Regulations can be accessed via the CDPHE Environmental Permitting Website listed above. Additional information **concerning clearance on CDOT projects** is available from the CDOT Asbestos Project Manager (303) 5125519, or Theresa Santangelo-Dreiling, Hazardous Materials Management Supervisor: (303) 512-5524.

Exhibit A

Transportation of Hazardous Materials - No person may offer or accept a hazardous material for transportation in commerce unless that person is registered in conformance with the United States Department of Transportation regulations at 49 CFR, Part 171. The hazardous material must be properly classed, described, packaged, marked, labeled, and in condition for shipment as required or authorized by applicable requirements, or an exemption, approval or registration has been issued. Vehicles requiring a placard, must obtain authorization and a State HAZMAT Permit from the Colorado Public Utilities Commission. ***Contact Information:*** For authorization and more info call the Federal Motor Safety Carrier Administration, US DOT for inter- and intra-state HAZMAT Registration (303) 969-6748. Colorado Public Utilities Commission: (303) 894-2868.

Discharge of Dredged or Fill Material – 404 Permits Administered By the U.S. Army Corps of Engineers, and Section 401 Water Quality Certifications Issued by the CDPHE WQCD - Corps of Engineers 404 permits are required for the discharge of dredged or fill materials into waters of the United States, including wetlands. There are various types of 404 permits, including nationwide permits, which are issued for activities with relatively minor impacts. For example, there is a nationwide permit for utility line activities (nwp #12). Depending upon the specific circumstances, it is possible that either a "general" or "individual" 404 permit would be required. If an individual 404 permit is required, section 401 water quality certification from the CDPHE WQCD is also required. Contact the appropriate Corps District Regulatory Office for information about what type of 404 permit may be required (contact information above). Contact the CDPHE Water Quality Control Division at (303) 692-3500.

Working on or in any stream or its bank - In order to protect and preserve the state's fish and wildlife resources from actions that may obstruct, diminish, destroy, change, modify, or vary a natural existing stream or its banks or tributaries, it may be necessary to obtain a Senate Bill 40 certification from the Colorado Department of Natural Resources. A stream is defined as 1) represented by a solid blue line on USGS 7.5' quadrangle maps; and/or 2) intermittent streams providing live water beneficial to fish and wildlife; and/or 3) segments of streams supporting 25% or more cover within 100 yards upstream or downstream of the project; and/or 4) segments of streams having wetlands present within 200 yards upstream or downstream of the project measured by valley length. The CPW application, as per guidelines agreed upon by CDOT and CPW, can be accessed at https://www.codot.gov/programs/environmental/wildlife/guidelines.

Stormwater Construction Permit (SCP) and Stormwater Discharge From Industrial Facilities - Discharges of stormwater runoff from construction sites disturbing one acre or more - or certain types of industrial facilities, such as concrete batch plants - require a CDPS Stormwater Permit. ***Contact Information:*** Contact the CDPHE Water Quality Control Division at (303) 692-3500. Website: https://www.colorado.gov/pacific/cdphe/wq-construction-general-permits and https://colorado.gov/pacific/cdphe/wq-commerce-andindustry-permits.

Construction Dewatering (Discharge or Infiltration) and Remediation Activities - Discharges of water encountered during excavation or work in wet areas may require a Construction Dewatering or Remediation Activities Discharge Permit. ***Contact Information:*** For Construction Dewatering and Remediation Activities Discharge Permits, contact the CDPHE WQCD at (303) 6923500. For Applications and Instructions (CDPHE website): https://www.colorado.gov/pacific/cdphe/wq-construction-general-permits.

Municipal Separate Storm Sewer System (MS4) Discharge Permit - Discharges from the storm sewer systems of larger municipalities, and from the CDOT highway drainage system that lies within those municipalities, are subject to MS4 Permits issued by the CDPHE WQCD. For facilities that lie within the boundaries of a municipality that is subject to an MS4 permit, the owner of such facility should contact the municipality regarding stormwater related clearances that may have been established under that municipality's MS4 permit. All discharges to the CDOT highway drainage system or within the Right of Way (ROW) must comply with the applicable provisions of the Colorado Water Quality Control Act, the Water Quality Control Commission (WQCC) Regulations (https://www.colorado.gov/pacific/cdphe/wqcc-regulations-and-policies-and-water-quality-statutes) and the CDOT MS4 Permit # COS000005 (https://www.codot.gov/programs/environmental/water-quality/documents). Discharges are subject to inspection by CDOT and CDPHE. Contact the CDPHE Water Quality Control Division at (303) 692-3500 for a listing of municipalities required to obtain MS4 Permits, or go to https://www.colorado.gov/pacific/cdphe/wq-municipal-ms4-permits. For CDOT-related MS4 regulations, go to: https://www.codot.gov/programs/environmental/water-quality/stormwater-programs.html.

General Prohibition – Discharges - All discharges are subject to the provisions of the Colorado Water Quality Control Act and the Colorado Discharge Permit Regulations. Prohibited discharges include, but are not limited to, substances such as wash water, paint, automotive fluids, solvents, oils or soaps and sediment. ***Contact Information:*** Contact the CDPHE Water Quality Control Division at (303) 692-3500.

General Authorization - Allowable Non-Stormwater Discharges - Unless otherwise identified by CDOT or the WQCD as significant sources of pollutants to the waters of the State, the following discharges to stormwater systems are allowed without a Colorado Discharge Permit System permit: landscape irrigation, diverted stream flows, uncontaminated ground water infiltration to separate storm sewers, discharges from potable water sources, foundation drains, air conditioning condensation, irrigation water, uncontaminated springs, footing drains, water line flushing, flows from riparian habitats and wetlands, and flow from firefighting activities. Allowable non-stormwater discharges can be found under Illicit Discharge PDD at: https://www.codot.gov/programs/environmental/water-quality/stormwater-programs.html. ***Contact Information:*** The CDPHE Water Quality Control Division (telephone #'s listed above).

Erosion and Sediment Control Practices - For activities requiring a Stormwater Construction Permit, erosion control requirements will be specified in that permit. In situations where a stormwater permit is not required, all reasonable measures should be taken to minimize erosion and sedimentation according to CDOT Standard Specifications 107.25, 208, 213 and 216 (https://www.codot.gov/business/designsupport/2011-construction-specifications/2011-Specs/2011-specs-book). All disturbances require a stabilization plan, native seeding or landscape design plan according to applicable CDOT Standard Specifications 212-217 and 623. The CDOT Erosion Control and Stormwater Quality Guide (available from the Bid Plans Office at (303) 757-9313) should be used to design erosion controls and restore disturbed vegetation.

Disposal of Drilling Fluids - Drilling fluids used in operations such as Horizontal Directional Drilling may be classified as "discharges" or "solid wastes," and in general, should be pumped or vacuumed from the construction area, removed from the State Highway Right of Way, and disposed of at permitted facilities that specifically accept such wastes. Disposal of drilling fluids into storm drains, storm sewers, roadside ditches or any other type of man-made or natural waterway is prohibited by Water Quality Control and/or Solid Waste regulations. Small quantities of drilling fluid solids (less than 1 cubic yard of solids) may be left on-site after either being separated from fluids or after infiltration of the water, provided: 1) the drilling fluid consists of only water and bentonite clay, or, if required for proper drilling properties, small quantities of polymer additives that are approved for use in drinking water well drilling; 2) the solids are fully contained in a pit, and are not likely to pose a nuisance to future work in the area, 3) the solids are covered and the area restored as required by CDOT permit requirements (Utility, Special Use, or Access Permits, etc.). ***Contact Information:*** Contact CDPHE (telephone #'s listed above).

Noxious Weeds and Invasive Species Management Plan – Noxious Weeds and Invasive Species guidance can be found by contacting the Colorado Department of Agriculture (https://www.colorado.gov/pacific/agconservation/noxiousweeds) and the Colorado Division of Parks and Wildlife (http://cpw.state.co.us/aboutus/Pages/RS-NoxiousWeeds.aspx). In either case, management plans involving the control of noxious weeds associated with the permitted activity and cleaning of equipment will be required.

Concrete Washout - Waste generated from concrete activities shall NOT be allowed to flow into the drainage ways, inlets, receiving waters, or in the CDOT ROW. Concrete waste shall be placed in a temporary concrete washout facility and must be located a minimum of 50 feet from state waters, drainageways, and inlets. Concrete washout shall only be performed as specified by the CDOT Environmental Program and shall be in accordance to CDOT specifications and guidelines. ***Contact Information****:* Contact CDPHE or find additional information on the CDOT website: https://www.codot.gov/business/designsupport/2011-constructionspecifications/2011-Specs and refer to the specifications and their revisions for sections 101, 107 and 208.

Spill Reporting - Spills shall be contained and cleaned up as soon as possible. Spills shall NOT be washed down into the storm drain or buried. All spills shall be reported to the CDOT Illicit Discharge Hotline at (303) 512-4446 (4H20), as well as the Regional Permitting Office and Regional Maintenance Supervisor. Spills on highways, into waterways, any spill in the highway right-of-way exceeding 25 gallons, or that may otherwise present an immediate danger to the public shall be reported by calling 911, and shall also be reported to the CDPHE at 1-877-518-5608. More information can be found at https://www.colorado.gov/pacific/cdphe/emergencyreporting-line.

About This Form - Questions or comments about this Information Summary may be directed to Dan Roussin, Program Administrator, CDOT Access Management Unit, at (303) 757-9841, daniel.roussin@state.co.us

Exhibit A

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: December 22, 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 SPECIAL WARRANTY DEED FROM NEIGHBORHOOD HOUSING SERVICES OF PUEBLO, INC., A COLORADO NONPROFIT CORPORATION, D/B/A NEIGHBORWORKS OF PUEBLO, N/K/A NEIGHBORWORKS SOUTHERN COLORADO, INC., A COLORADO NONPROFIT CORPORATION, FOR 1.75 ACRES OF LAND IN THE PIKES PEAK PARK, FILING NO. 1 SUBDIVISION

SUMMARY:

This Ordinance will authorize the City to accept a Special Warranty Deed for 1.75 acres of land to be conveyed to the City of Pueblo from the current land owner, Neighborhood Housing Services of Pueblo, Inc.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

This Ordinance authorizes the City to accept a Special Warranty Deed for 1.75 acres of land to be conveyed to the City of Pueblo from the current land owner, Neighborhood Housing Services of Pueblo, Inc. The property was to be conveyed at the time Pikes Peak Park Filing No. 1 Subdivision was recorded, but execution of the Deed was not completed at that time. This action will formalize the conveyance of the property to the City as originally intended.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the City will not accept the Deed and ownership of the parcel will not be conveyed to the City.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Special Warranty Deed - Neighborworks

ORDINANCE NO.

AN ORDINANCE APPROVING AND ACCEPTING A SPECIAL WARRANTY DEED FROM NEIGHBORHOOD HOUSING SERVICES OF PUEBLO, INC., A COLORADO NONPROFIT CORPORATION, D/B/A NEIGHBORWORKS OF PUEBLO, N/K/A NEIGHBORWORKS SOUTHERN COLORADO, INC., A COLORADO NONPROFIT CORPORATION, FOR 1.75 ACRES OF LAND IN THE PIKES PEAK PARK, FILING NO. 1 SUBDIVISION

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

SECTION 1.

The Special Warranty 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 Resolution to implement the policies and procedures described herein.

SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

SPECIAL WARRANTY DEED

THIS DEED is dated this ____ day of December, 2025 and is made between Neighborhood Housing Services of Pueblo, Inc., a Colorado non-profit corporation, d/b/a NeighborWorks of Pueblo, n/k/a/ NeighborWorks Southern Colorado, Inc., a Colorado Nonprofit Corporation, the "Grantor," whose legal address is 1241 E. Routt Avenue, Pueblo, CO 81004 and the City of Pueblo, Colorado, a Colorado municipal corporation, the "Grantee," whose legal address is 1 City Hall Place, Pueblo, Colorado 81003.

WITNESS, that the Grantors, for and in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does grant, bargain, sell, convey, and confirm, unto Grantee and Grantee's heirs, successors, and assigns forever, all the real property, together with any improvements thereon, located in the County of Pueblo and State of Colorado, described as follows:

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

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, the reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the Grantee, its heirs, successors and assigns forever. The Grantor, for itself, its successors, heirs and assigns does covenant and agree that it shall and will **WARRANT AND FOREVER DEFEND** the above-bargained premises, but not any adjoining vacated street or alley, or other right-of-way, that adjoins the real property, if any, in the quiet and peaceable possession of the Grantee, its successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the Grantor.

IN WITNESS WHEREOF, the Grantor has caused its corporate name to be hereunto subscribed by its Chief Executive Officer this Special Warranty Deed effective the day and year first above written.

GRANTOR:

NeighborWorks Southern Colorado, Inc., a Colorado Nonprofit Corporation, formerly known as Neighborhood Housing Services of Pueblo, Inc., a Colorado non-profit corporation

By: _____
Sandy Gutierrez, Chief Executive Officer

STATE OF COLORADO)
) ss.
COUNTY OF PUEBLO)

The foregoing instrument was acknowledged before me this____ day of December, 2025, by Sandy Gutierrez, Chief Executive Officer of NeighborWorks Southern Colorado, Inc., a Colorado Nonprofit Corporation, formerly known as Neighborhood Housing Services of Pueblo, Inc., a Colorado non-profit corporation.

My commission expires: Witness my hand and official seal:

_____ _____
NOTARY PUBLIC

(Seal)

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.

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: December 22, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Carla Sikes, City Attorney

SUBJECT: AN ORDINANCE APPROVING, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT TO BUY AND SELL REAL ESTATE BY AND BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND STANLEY RIVERA AND ALVIN RIVERA PARTNERSHIP, FOR THE PURCHASE OF THE PROPERTY DESCRIBED AS 316-322 WEST NORTHERN AVENUE WITHIN THE CITY OF PUEBLO, AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $99,000 FROM PROJECT CI2113 – ARPA INTEREST FUNDS TO PROJECT CI2526 – 316-322 W NORTHERN PURCHASE FOR THE PURCHASE

SUMMARY:

Attached for consideration is an Ordinance authorizing the Mayor to execute a Contract to Buy and Sell Real Estate between the City of Pueblo and Stanley Rivera and Alvin Rivera Partnership for the property at 316-322 West Northern Avenue (the “Property”), and in furtherance of the purchase, accepts the deed for the Property.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The Property has been vacant for many years and is in a state of serious disrepair. It is an attractive nuisance for vagrants and criminal behavior, which creates an unsanitary and unsafe condition to the public. The Property contributes to blight in this area. The City desires to purchase the building so that it can be rehabilitated or repurposed. Reducing blight, encouraging development, and helping to renew this area of the City will protect the public, public health, safety, welfare and serve a public purpose.

The Contract to Buy and Sell Real Estate allows the City ninety (90) days to inspect the property and perform any environmental testing deemed prudent. The Contract

provides for a closing date at the end of ninety (90) days. No earnest money is required to secure the sale.

FINANCIAL IMPLICATIONS:

If approved, the City will transfer $99,000 from Project CI2113 – ARPA Interest Funds to Project CI2526 – 316-322 W Northern Purchase to be paid to the Seller at closing.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

City Council could decide not to pass the attached Ordinance and thus, not purchase the Property.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Contract to Buy and Sell Real Estate - 316-322 W. Northern Ave.

ORDINANCE NO.

AN ORDINANCE APPROVING, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT TO BUY AND SELL REAL ESTATE BY AND BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND STANLEY RIVERA AND ALVIN RIVERA PARTNERSHIP, FOR THE PURCHASE OF THE PROPERTY DESCRIBED AS 316-322 WEST NORTHERN AVENUE WITHIN THE CITY OF PUEBLO, AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $99,000 FROM PROJECT CI2113 – ARPA INTEREST FUNDS TO PROJECT CI2526 – 316-322 W NORTHERN PURCHASE FOR THE PURCHASE

WHEREAS, the property located at 316-322 West Northern Avenue (the “Property”) is an attractive nuisance for vagrants and criminal behavior, which creates an unsanitary and unsafe condition to the public; and

WHEREAS, the Property contributes to the blight in this area and it is in the best interest of the health, safety, and welfare of the public to purchase and rehabilitate the Property; and

WHEREAS, the elimination of blight and slum conditions is a proper public purpose; NOW, THEREFORE,

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

SECTION 1.

The Contract to Buy and Sell Real Estate ("Contract") between the City of Pueblo, a Colorado Municipal Corporation, and Stanley Rivera and Alvin Rivera Partnership for the property at 316-322 West Northern Avenue (the “Property”), a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved. The Mayor is hereby authorized to execute said Contract and accept the deed for and on behalf of the City of Pueblo and the City Clerk's Office is authorized to affix the seal of the City thereto and attest same.

SECTION 2.

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 Contract to effectuate the policies and procedures described therein.

SECTION 3.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____
_____
_____
_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

CONTRACT TO BUY AND SELL REAL ESTATE

THIS CONTRACT TO BUY AND SELL REAL ESTATE (the "Contract") is entered into as of the date of the last signature hereto (the "Effective Date"), by and between the City of Pueblo, a Colorado municipal corporation, whose address is 1 City Hall Place, Pueblo, CO 81003 ("Buyer"), and Stanley Rivera and Alvin Rivera Partnership, whose address is 999 W. Camino Pablo Dr., Pueblo West, CO 81007-3153 ("Seller"). Buyer and Seller may be referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Seller is the owner of certain real property located in the City and County of Pueblo, Colorado, as more particularly described in this Contract; and

WHEREAS, Buyer desires to purchase the Property from Seller, and Seller desires to sell the Property to Buyer, upon the terms and conditions set forth in this Contract; and

WHEREAS, the Parties previously entered into a Letter of Intent ("LOI") dated November 26, 2025, which was accepted by Seller on December 1, 2025, outlining the preliminary terms for the purchase of the Property; and

WHEREAS, the Parties acknowledge that the LOI was expressly non-binding and that this Contract is intended to constitute the definitive and binding agreement between the Parties, superseding all prior negotiations and the LOI;

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

PROPERTY AND PURCHASE PRICE

1. Property Defined. Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, all that certain plat, piece, and improved parcel of land having the following legal description together with all improvements, fixtures, and appurtenances thereto, including but not limited to all buildings, structures, rights, privileges, easements, water rights, mineral rights, and rights-of-way appurtenant thereto:

LOT 3 TO 6 BLK D STEELWORKS AMENDED SUBDIVISION,
PUEBLO, COLORADO (Parcel No. 15-121-03-001)

also known by street and number as 316 – 322 W. Northern Avenue, Pueblo, CO 81004 (the "**Property**"). The Property shall be conveyed by General Warranty Deed ("**Deed**"). Buyer acknowledges that the Seller may reinvest the profits of the sale into another qualifying property pursuant to Section 1031 of the IRS Code ("1031 Exchange"). If Seller completes a 1031 Exchange, such exchange shall be at no cost to the Buyer. This Contract is for the sale of real property only. No personal property is included in this sale unless otherwise agreed upon by the

Parties in a separate written bill of sale. Any personal property remaining on the Property after closing shall be considered abandoned and may be disposed of by Buyer in its sole discretion.

2. Purchase Price. The total purchase price for the Property shall be Ninety-Nine Thousand Nine Hundred Dollars ($99,900.00) ("Purchase Price"). The Purchase Price shall be payable in full on the Closing Date by certified funds or wire transfer.

3. Real Property Taxes. General real property taxes and special assessments for tax year 2025 shall be paid in full by Seller, with no proration for that year. Seller shall pay all general real property taxes for the tax year 2026 prorated as of the Closing Date based on the most recent mill levy and assessment. Any special assessments levied against the Property for improvements that are completed as of the Closing Date shall be paid in full by Seller. Buyer shall assume only those special assessments for improvements that are not completed as of the Closing Date.

4. Utilities. All charges for water, sewer, electricity, gas, and any other utilities servicing the Property shall be prorated as of the Closing Date. Seller shall be responsible for obtaining final meter readings and paying all final bills for services provided up to the Closing Date.

CLOSING AND DELIVERY OF POSSESSION

5. Closing Time and Place. Closing of the transaction contemplated hereby ("Closing") shall be held at the offices of Land Title, 503 N. Main St., Ste. 2, Pueblo, Colorado 81003 ("Closing Company") at a date and time as agreed by Seller and Buyer. Each of the parties hereby authorizes Land Title to close this transaction.

6. Closing Documents and Information. The Parties shall cooperate with the Closing Company to enable the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees.

7. Possession. Seller shall deliver exclusive possession of the Property to Buyer at the time of Closing, free and clear of any leases, tenancies, personal property, or other rights of occupancy or possession.

8. Closing Costs. The allocation of closing costs shall be as follows:

(a) Buyer's Costs: Buyer shall pay the cost of the title commitment and title insurance policy, and any inspections conducted by or on behalf of Buyer, as expressly set forth in this Contract.
(b) Seller's Costs: Seller shall pay the closing fee charged by Land Title and all other closing costs not expressly assumed by Buyer in this Contract, including but not limited to recording fees, transfer taxes (if any), and any other customary seller closing costs.
(c) Attorney's Fees: Each Party shall be responsible for its own attorney's fees and costs incurred in connection with this transaction.

CONTINGENCIES AND CONDITIONS PRECEDENT

9. Title Commitment Policy.

(a) Within thirty (30) days of the date the Effective Date of this Contract, Buyer shall order and obtain and deliver to Seller, at Buyer's expense, a current commitment for extended coverage title insurance in the amount of the Purchase Price, together with legible copies of all documents listed as exceptions therein, and a current certificate of taxes due with respect to the Property, from a title company selected by Buyer, and reasonably acceptable to Seller, authorized to issue title insurance in the state of Colorado (the "Title Company"), on current standard form of extended ALTA Owners Policy (collectively, the "Title Commitment"). The Title Company shall promptly provide copies of any amendments or modifications of the Title Commitment to Seller and Buyer.

(b) Buyer shall have the right to review the Title Commitment, the title documents and survey and notify Seller in writing of any title objections to the title exceptions set forth in the Title Commitment and any objections to items shown on the survey.

(c) Seller shall have fourteen (14) days from receipt of notice of such objections within which to eliminate or modify (or agree in writing to so eliminate or modify) any such unacceptable exceptions or items to the reasonable satisfaction of Buyer, but Seller shall have no obligation whatsoever to so eliminate or modify any such unacceptable exceptions or items.

(d) In the event that Seller is unable or unwilling to eliminate or modify (or agree in writing to so eliminate or modify) such unacceptable items to the reasonable satisfaction of Buyer on or before the expiration of said fourteen (14) day period, Seller shall notify Buyer in writing of such fact within said fourteen (14) day period or be deemed to have so notified Buyer with respect to all such unacceptable items not theretofore cured upon the fourteenth (14th) day of said period. In such event, Buyer shall, prior to the Closing Date either:

    (i) waive such objections and accept title to the Property subject to title exceptions set forth in the Title Commitment and items shown on the survey to which Buyer did not object and to such unacceptable items (the "**Permitted Exceptions**"), or
    (ii) terminate this Contract by written notice to Seller, whereupon this Contract shall automatically be terminated and of no further force and effect, except as otherwise expressly set forth herein.

(e) At Closing or as soon as reasonably practicable after Closing, the Title Company shall issue and deliver to Buyer the owner's title insurance policy referred to above (the "**Title Policy**"), issued by the Title Company insuring Buyer's title to the Property

consistent with the Title Commitment subject only to prorated taxes and assessments for the year of Closing and subsequent years, and the Permitted Exceptions.

(f) At Closing, Buyer shall pay the premium for the Title Policy. Buyer may obtain such other endorsements to the Title Policy as Buyer desires, at the expense of Buyer, except for endorsements obtained at Seller's cost.

(g) Seller shall provide such affidavits or certificates, and pay such expenses, as may be required by the Title Company to remove all liens, including, without limitation, mechanics' or materialmen's liens, as exceptions to the Title Policy.

10. Property Disclosure, Inspection, and Due Diligence. Within seven (7) days of the Effective Date of this Contract, Seller shall provide Buyer with the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed by Seller to Seller's actual knowledge and current as of the date of this Contract. Within seven (7) days of the Effective Date of this Contract, Seller shall disclose to Buyer in writing any adverse material facts actually known by Seller as of the Effective Date. In the event Seller discovers an adverse material fact after the Effective Date, Seller shall timely disclose such adverse fact to Buyer. Buyer has the right to terminate this Contract based on the Seller's new disclosure within seven (7) days after Buyer's receipt of the new written disclosure.

11. Inspections. Buyer shall have a period of ninety (90) days from the Effective Date ("Due Diligence Period") to conduct all inspections, investigations, and reviews deemed necessary by Buyer at its expense and in its sole discretion. Buyer has the right to obtain environmental inspections of the Property including a Phase I Environmental Site Assessment. If the Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the inspection period may, at Buyer's election, be extended an additional thirty (30) days and if such extension extends beyond the Closing Date, the Closing Date shall be extended forty-five (45) days unless a lessor time is agreed upon by the Parties. Buyer has the right to terminate this Contract no later than five (5) days prior to the Closing Date based on any unsatisfactory results of the inspections, investigations, or reviews.

12. Termination After Inspection. If Buyer, in its sole and absolute discretion, is not satisfied with the results of any inspection, investigation or review for any reason, Buyer may terminate this Contract by delivering written notice of termination to Seller no later than five (5) days prior to the Closing Date. Upon such termination, neither Party shall have any further rights or obligations hereunder, except for those that expressly survive termination. If Buyer fails to provide such notice of termination, this right of termination shall be deemed waived.

13. Government Approvals. This Contract is contingent upon the final passage of an ordinance by the Pueblo City Council and signature of the Mayor of Pueblo, which:

(a) Approves this Contract and authorizes the purchase of the Property on the terms and conditions set forth herein; and
(b) Budgets and appropriates sufficient funds for the payment of the full Purchase Price.

Buyer shall use good faith efforts to obtain such approvals. If these approvals are not obtained within ninety (90) days of the Effective Date, Buyer may, at its sole discretion, terminate this Contract by providing written notice to Seller, whereupon neither Party shall have any further rights or obligations hereunder.

REPRESENTATIONS AND WARRANTIES OF SELLER

14. Authority and Status. Seller is a partnership duly organized, validly existing, and in good standing under the laws of the State of Colorado. Seller has the full right, power, and authority to enter into this Contract and to perform all its obligations hereunder. The individuals executing this Contract on behalf of Seller have the authority to bind Seller, and no other consents or approvals are required for the execution of this Contract or the consummation of the transaction contemplated herein.

15. Title to Property. Seller has good, marketable, and indefeasible fee simple title to the Property, free and clear of all liens, encumbrances, restrictions, easements, and other matters affecting title, except for:

(a) real property taxes and assessments not yet due and payable;
(b) matters that would be disclosed by an accurate survey or inspection of the Property;
(c) easements, covenants, and restrictions of record that do not materially interfere with Buyer's intended use of the Property; and
(d) other exceptions approved by Buyer in writing.

Seller will convey title to Buyer at Closing by General Warranty Deed in such condition.

16. No Conflicts or Pending Action. The execution and delivery of this Contract and the consummation of the transaction contemplated hereby will not conflict with or constitute a default under any agreement or instrument to which Seller is a party or by which the Property is bound. There is no action, suit, proceeding, or investigation pending or, to Seller's knowledge, threatened against Seller or the Property before any court or administrative agency which could affect the title to the Property or Seller's ability to perform its obligations under this Contract.

17. Compliance with Laws. To Seller's knowledge, the Property is in compliance with all applicable federal, state, and local laws, ordinances, regulations, and codes. Seller has not received any notice of violation of any such laws or regulations that has not been fully cured.

18. FIRPTA and Colorado Withholding. The Internal Revenue Service or the Colorado Department of Revenue may require a portion of the Seller's proceeds be withheld at Closing depending on the Seller's status. Seller represents and warrants that it is not a foreign person for purposes of U.S. income taxation. Further, Seller represents that is a resident of the State of Colorado. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's foreign person or Colorado residency status. If withholding is required, Seller authorizes the Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or if an exemption exists.

19. Leases and Contracts. There are no leases, tenancies, licenses, or other occupancy agreements in effect for any portion of the Property. There are no service, maintenance, or other contracts relating to the Property that will survive Closing.

REPRESENTATIONS AND WARRANTIES OF BUYER

20. Authority and Purpose. Buyer hereby represents and warrants to Seller as of the Effective Date of this Contract that it is a municipal corporation duly organized and validly existing under the Constitution and laws of the State of Colorado. Subject to obtaining the governmental approvals described in paragraph 13 above, Buyer has the full right, power, and authority to enter into this Contract and to perform all its obligations hereunder. The execution and delivery of this Contract and the consummation of the transaction contemplated hereby will not conflict with or constitute a violation of any provision of Buyer's charter, ordinances, or any other law or regulation applicable to Buyer. Buyer is purchasing the Property for its own account for public use and not as an agent for any other person or entity.

DEFAULT AND REMEDIES

21. Default by Buyer. If Buyer fails to complete the purchase of the Property in accordance with the terms of this Contract for any reason other than a default by Seller or the failure of a Contingency that has not been waived by Buyer, Buyer shall be in default. In such event, Seller may, as its sole and exclusive remedy, terminate this Contract by providing written notice to Buyer in which case the Parties shall have no further obligation to the other.

22. Default by Seller. If Seller fails to complete the sale of the Property in accordance with the terms of this Contract for any reason other than a default by Buyer, Seller shall be in default. In such event, Buyer may, as its remedies:

(a) Terminate this Contract by providing written notice to Seller, in which case the Seller shall reimburse Buyer for its actual out-of-pocket expenses incurred in connection with its due diligence, including but not limited to review and inspection fees and costs, and title commitment/title insurance; or
(b) Seek specific performance of this Contract.

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

MISCELLANEOUS PROVISIONS

24. Notices. All notices, demands, and other communications required or permitted under this Contract shall be in writing and shall be deemed to have been duly given and received (a) on the date of service if served personally on the Party to whom notice is to be given; (b) on the day of transmission if sent by electronic mail to the addresses below; or (c) on the day after mailing if mailed to the Party to whom notice is to be given by a nationally recognized overnight courier service.

If to Buyer:
City of Pueblo
Attn: Mayor
1 City Hall Place
Pueblo, CO 81003
Email: mayor@pueblo.us and hgraham@pueblo.us
With a copy to:
City Attorney
1 City Hall Place
Pueblo, CO 81003
Email: csikes@pueblo.us

If to Seller:
Stanley Rivera and Alvin Rivera Partnership
Attn: Stanley Rivera and Alvin Rivera
999 W. Camino Pablo Dr.
Pueblo West, CO 81007-3153
Email: derekrivera@yahoo.com

25. Governing Law and Venue. This Contract shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for any action arising under this Contract shall be in the District Court for Pueblo County, Colorado.

26. Governmental Immunity. Nothing in this Contract shall be construed as a waiver of any rights, immunities, limitations, or defenses of the City of Pueblo under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq., or any other applicable law. The City expressly reserves all such rights, immunities, limitations, and defenses as may be available to it under Colorado law.

27. Attorney's Fees. In the event of any litigation arising out of this Contract, the prevailing Party shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing Party.

28. Entire Contract and Amendment. This Contract, its exhibits and specified addenda, if any, constitute the entire agreement between the Parties relating to the subject hereof and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the terms of this Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the Parties. Any right or obligation

in this Contract, that by its terms, exists or is intended to be performed after termination or Closing survives the same. Any successor to a party receives the predecessor's benefits and obligations of this Contract.

29. No Third Party Beneficiaries. The provisions of this Contract and of the documents to be executed and delivered at Closing are and will be for the benefit of Seller and Purchaser, and their respective heirs, executors, administrators, successors and assigns only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Contract or of the documents to be executed and delivered at Closing.

30. Assignment. Neither Party may assign its rights or delegate its duties under this Contract without the prior written consent of the other Party.

31. Binding Effect. This Contract shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors, and permitted assigns.

32. Time is of the Essence. Time is of the essence for the performance of all obligations under this Contract.

33. Counterparts and Electronic Signatures. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties agree that electronic signatures shall have the same legal effect as original signatures.

******SIGNATURE PAGE FOLLOWS******

IN WITNESS WHEREOF, the Parties have executed this Contract as of the Effective Date.

BUYER:

City of Pueblo, a Colorado municipal corporation

By: _____
Heather Graham, Mayor

Date: _____

ATTEST:

By: _____
Marisa Stoller, City Clerk

APPROVED AS TO FORM:

_____
City Attorney

SELLER:

Stanley Rivera and Alvin Rivera Partnership

By: _____
Stanley Rivera, Partner

Date: _____

By: _____
Alvin Rivera, Partner

Date: _____

Docusign Envelope ID: E0488733-D948-4851-ABCA-6BF36B399438

City Clerk's Office Item # Q1

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: December 22, 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 $557,222.00 TO MILLER PIPELINE LLC AND SETTING FORTH $111,444.00 FOR CONTINGENCIES, FOR PROJECT NO. 25-107 (WWAN05) 2025 MANHOLE REHABILITATION PROJECT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE SAME

SUMMARY:

During routine maintenance on the sanitary mains by the collection crew, an evaluation of the manholes is also performed to determine the severity of deterioration. The manholes are ranked using the National Association of Sewer Service Companies (NASSCO) evaluation criteria – the higher the ranking, the worse the deterioration. Manholes for the 25-107 (WWAN05) FY2025 Manhole Rehabilitation Project had to meet the requirement of being the highest ranking on the manhole evaluation list. To protect the public interest, these manholes require rehabilitation by trenchless or open-cut methods.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

During routine inspection of the sanitary mains, an evaluation of the manholes, manhole benches and troughs are performed to determine the severity of deterioration in the manhole structures and to prioritize them accordingly. The manholes chosen for the 25-107 (WWAN05) FY2025 Manhole Rehabilitation Project had the highest ranking for rehabilitation.

The manholes will be rehabilitated by trenchless or open cut methods. Trenchless methods include placing calcium aluminate and epoxy coating on the manhole walls and rebuilding the manhole benches and troughs with fast-setting cementitious material. Two

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manholes that have been abandoned will be filled with flow-fill concrete, and a new manhole will be installed for routine maintenance access.

FINANCIAL IMPLICATIONS:

The cost of the construction project was bid at $557,222.00 with contingencies of $111,444.00. Funds are available from the Sewer User Funds and have been budgeted and appropriated to Project No. 25-107 (WWAN05) - Manhole Rehabilitation Project.

BOARD/COMMISSION RECOMMENDATION:

Not applicable

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

Alternative No. 1 — No Action
The Wastewater Department would take no action. The manholes would continue to deteriorate until they eventually collapse, warranting an emergency repair and possibly endangering the public.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 12-22-25 25-107 FY2025 Manhole Rehabilitation Project Attachment

Docusign Envelope ID: E0488733-D948-4851-ABCA-6BF36B399438

RESOLUTION NO. 16211

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $557,222.00 TO MILLER PIPELINE LLC AND SETTING FORTH $111,444.00 FOR CONTINGENCIES, FOR PROJECT NO. 25-107 (WWAN05) 2025 MANHOLE REHABILITATION PROJECT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE SAME

WHEREAS, competitive bids for the Project No. 25-107 (WWAN05) 2025 Manhole Rehabilitation Project have been received and examined; and

WHEREAS, the proposal of Miller Pipeline LLC 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.

City Council authorizes Project No. 25-107 (WWAN05) 2025 Manhole Rehabilitation Project to be performed, and the contract for said project is hereby awarded to Miller Pipeline LLC, in the amount of $557,222.00.

SECTION 2.

Funds for Project 25-107 (WWAN05) - Manhole Rehab 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…….$111,444.00.

SECTION 5.

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.

SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

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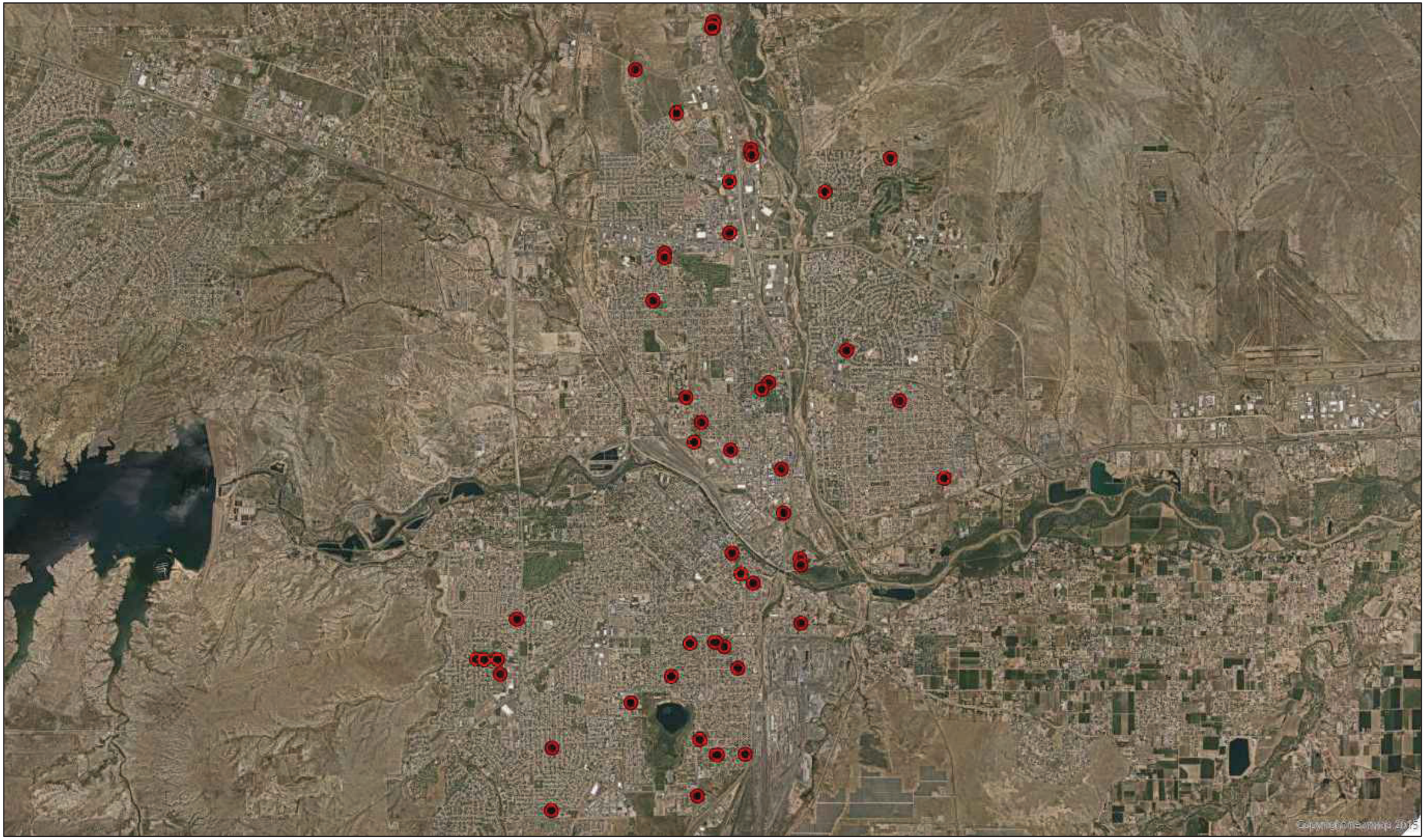
INTRODUCED: December 22, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

ATTESTED BY: Signed by: Vincent Petkosek 330F90D300E24F8...
DEPUTY CITY CLERK

FY2025 MANHOLE REHABILITATION PROJECT LOCATION MAP



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

EVALUATION TABULATION

IFB No. 25-107 (WWAN05)

2025 Manhole Rehabilitation Project

RESPONSE DEADLINE: November 25, 2025 at 10:00 am
Report Generated: Tuesday, November 25, 2025

VENDOR TOTALS

Vendor	Total
Miller Pipeline, LLC	$557,222.00
Critical Pipeline Repair LLP	$804,816.00

BASE BID

Base Bid					Critical Pipeline Repair LLP		Miller Pipeline, LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
BASE BID								
X	1	Place Epoxy Coat Ex. 48" Manhole	324	VF	$801.00	$259,524.00	$290.00	$93,960.00
X	2	Place Epoxy Coat Ex. 60" Manhole	85	VF	$899.00	$76,415.00	$360.00	$30,600.00
X	3	Place Calcium Aluminate Ex. 48" Manhole	313	VF	$800.00	$250,400.00	$230.00	$71,990.00
X	4	Place Calcium Aluminate Ex. 60" Manhole	53	VF	$880.00	$46,640.00	$285.00	$15,105.00
X	5	Remove and Replace 48" Manhole	3	EA	$10,100.00	$30,300.00	$32,000.00	$96,000.00
X	6	Remove and Replace 60" Manhole	1	EA	$10,560.00	$10,560.00	$64,000.00	$64,000.00
X	7	Instal New 48" Manhole	1	EA	$8,950.00	$8,950.00	$57,000.00	$57,000.00
X	8	Rebuild Manhole Bench and Trough with Fast-Setting Cementitious Material	31	EA	$769.00	$23,839.00	$1,650.00	$51,150.00
X	9	Additional Calcium Aluminate Coating 48" Manhole	313	VF	$89.00	$27,857.00	$12.00	$3,756.00
X	10	Additional Calcium Aluminate Coating 60" Manhole	53	VF	$99.00	$5,247.00	$15.00	$795.00
X	11	Additional Manhole Cleaning 48" Manhole	313	VF	$30.00	$9,390.00	$1.00	$313.00
X	12	Additional Manhole Cleaning 60" Manhole	53	VF	$33.00	$1,749.00	$1.00	$53.00
X	13	Rehab Trough	1	EA	$2,645.00	$2,645.00	$1,500.00	$1,500.00

Base Bid					Critical Pipeline Repair LLP		Miller Pipeline, LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	14	Fill Manhole(s)	2	EA	$3,200.00	$6,400.00	$2,000.00	$4,000.00
X	15	Reinstate Service	1	EA	$4,900.00	$4,900.00	$2,000.00	$2,000.00
X	16	Traffic Control	1	LS	$10,000.00	$10,000.00	$50,000.00	$50,000.00
X	17	Mobilization	1	LS	$30,000.00	$30,000.00	$15,000.00	$15,000.00
Total						$804,816.00		$557,222.00

Docusign Envelope ID: E0488733-D948-4851-ABCA-6BF36B399438

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: December 22, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Dennis Flores, Councilor

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO SOUTHERN COLORADO THEATRE COMPANY (DBA STEEL CITY THEATER COMPANY) IN THE AMOUNT OF $2,000 TO SPONSOR THEIR PERFORMING ARTS ACADEMY

SUMMARY:

Attached for consideration is a request for support of Southern Colorado Theatre Company (DBA Steel City Theater Company) in the amount of $2,000 to sponsor their Performing Arts Academy.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

City Council Member Dennis Flores is requesting $2,000 to sponsor Steel City Theater Company's Performing Arts Academy. The program takes place at the Steel City Theatre Company's Education Building at 408 N Main St.

At the heart of their mission is a belief in art's ability to change lives and they bring this vision to life through the many programs they offer students at their Performing Arts Academy. Their program serves 198 students, offering acting, music, and dance lessons, primarily on Fridays to help support working parents while schools are closed.

The cost to participate is only $7.50 per week per class, and sponsorship funds will be used to provide supplies, helping to keep the program affordable.

Docusign Envelope ID: E0488733-D948-4851-ABCA-6BF36B399438

FINANCIAL IMPLICATIONS:

Payment of funds in the amount of $2,000 would be paid from the Council Contingencies Account in the 2025 General Fund Budget to Steel City Theater Company.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

City Council could choose not to authorize funding for this purpose.

RECOMMENDATION:

This Resolution is at the request of Council Member Dennis Flores.

ATTACHMENTS:

1. Sponsorship Request Packet - Steel City Theater Company
2. SOS - Steel City Theater Company - Pulled 12.9.25
3. 2025 Contingencies (Council) Steel City Theater Company - Performing Arts Academy

Docusign Envelope ID: E0488733-D948-4851-ABCA-6BF36B399438

RESOLUTION NO. 16212

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO SOUTHERN COLORADO THEATRE COMPANY (DBA STEEL CITY THEATER COMPANY) IN THE AMOUNT OF $2,000 TO SPONSOR THEIR PERFORMING ARTS ACADEMY

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of $2,000 from the Council Contingencies Account in the 2025 General Fund Budget is authorized to be paid to Southern Colorado Theatre Company (DBA Steel City Theater Company) to sponsor their Performing arts Academy.

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: December 22, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff B7A4F51823AD462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: Signed by: Vincent Petkosek 330F90D300E24F8...
DEPUTY CITY CLERK

Sponsorship Request

****Please submit requests at least one month in advance to allow for adequate processing time**

Requestor Name	Chloe Flores
Date	12/09/2025
Requestor Phone	[redacted]
Requestor Email	[redacted]
Business/Organization Name	Steel City Theater Company
Organization Website	https://www.steelcitytheatre.org/buy-tickets
Please share your business or organizations mission/goals	Our mission is to change lives through our art. We do this through our various performing arts Academy programs. We currently see 198 students for enrichment on Fridays while there is no school.
Sponsorship request for	Program
Requested Amount	2000
Describe how contribution will be used	This money will go towards funding supplies, and various needs for the performing arts academy program
Program Title	Performing arts Academy at Steel City Theater Company
Location	408 N. Main
Participation Fee	$7.50
What population does this program serve?	The majority of our participants are under the poverty level
Program Description	We're performing arts Academy that offers various acting music and dance classes throughout the week primarily on Fridays when there are no classes at the local schools
Sponsorship Benefits	Advertisement for either the city or city council in our programs as a sponsor we see approximately 10,000 audience members per year
Company/Organization Classification	• Non-Profit
Is your organization currently in good standing with the Secretary of	Yes

Have you applied for CSAC funding?	No
What other organizations or entities are you requesting funding from?	None specifically. We do have other sponsors
What population(s) does your organization primarily serve? (multi select)	• Disadvantaged – low income • Youth • Families • LGBTQ+ • Veterans
How many individuals did your organization serve last year?	200

Payment Details

Make check payable to	Steel City Theater Company
Address	408 N. Main Pueblo, CO 81001
Phone Number	719-994-8298

Please note: If the payee listed above is not an established vendor with the City of Pueblo, the City of Pueblo vendor application (found below) must be completed before payment can be processed. If payee is an active vendor with the City of Pueblo, we will confirm the information listed above. If the information does not match our records, it must be updated using the City of Pueblo vendor application (found below) before payment can be processed. Completed vendor forms may be submitted directly to vendorinfo@pueblo.us.

Download the **Vendor Application**

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

SOUTHERN COLORADO THEATRE COMPANY

is a

Nonprofit Corporation

formed or registered on 07/25/2001 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 20011146274 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 12/08/2025 that have been posted, and by documents delivered to this office electronically through 12/09/2025 @ 16:33:57 .

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 12/09/2025 @ 16:33:57 in accordance with applicable law. This certificate is assigned Confirmation Number 17967620 .

Secretary of State of the State of Colorado

**********End of Certificate**********

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, https://www.coloradosos.gov/biz/CertificateSearchCriteria.do entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, https://www.coloradosos.gov click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

DATE	BALANCE IN 2025 CONTINGENCIES ACCOUNT		DEBIT	CREDIT	BALANCE
	Beginning Balance				$ 100,000.00
1/13/25	Boys & Girls Club Champions of Youth Dinner		$ 2,000.00		$ 98,000.00
1/27/25	Pueblo Chamber Annual Gala and Citizen of the Year Table		$ 1,000.00		$ 97,000.00
1/27/25	Mt Carmel Veterans Salute to Heroes		$ 2,000.00		$ 95,000.00
2/10/25	Super Team PCSO St. Baldrick's		$ 1,000.00		$ 94,000.00
2/10/25	Latino Chamber of Commerce Annual Dinner Rio Carnival		$ 1,100.00		$ 92,900.00
2/10/25	Team Pueblo Volleyball		$ 1,000.00		$ 91,900.00
2/10/25	Greater Pueblo Chamber for Delegation from Chihuahua		$ 2,140.12		$ 89,759.88
2/24/25	Kadoya Gallery The Dig Talks		$ 1,200.00		$ 88,559.88
2/24/25	Mariposa Center for Safety - Chocolate Indulgence		$ 800.00		$ 87,759.88
3/24/25	BITS of Freedom Kentucky Derby Party		$ 2,000.00		$ 85,759.88
3/24/25	ARC of Pueblo Golden Tortilla		$ 1,000.00		$ 84,759.88
3/24/25	Junior League Tour a Truck		$ 1,500.00		$ 83,259.88
3/24/25	Child Advocacy Center National Child Abuse Prevention Month		$ 1,000.00		$ 82,259.88
4/14/25	Pueblo Zoofari		$ 2,000.00		$ 80,259.88
4/14/25	Latino Chamber of Commerce 40 Under 40 Awards		$ 1,000.00		$ 79,259.88
4/14/25	Memorial Hall / Pueblo Has Talent		$ 1,900.00		$ 77,359.88
4/14/25	El Movimiento Sigue - Cinco De Mayo		$ 2,000.00		$ 75,359.88
4/14/25	Pueblo Library District Book Lovers Ball and Summer Reading		$ 2,000.00		$ 73,359.88
4/28/25	District 60 - Pueblo Summer Musical		$ 1,000.00		$ 72,359.88
4/28/25	Mad Fresh Productions - Summer Hip Hop Festival		$ 2,500.00		$ 69,859.88
5/12/25	NALC - Boys and Girls Club		$ 1,000.00		$ 68,859.88
5/12/25	School District 60 Edu. Foundation Inc - Cornhole at Dutch Clark Stadium		$ 1,000.00		$ 67,859.88
5/12/25	Colorado Preservation Inc. - On the Road		$ 1,000.00		$ 66,859.88
5/27/25	Dancing with the Pueblo Starz - Pueblo Diversified Industries		$ 1,500.00		$ 65,359.88
5/27/25	Rollin on the Riverwalk		$ 2,500.00		$ 62,859.88
5/27/25	YMCA of Pueblo - Moonlight on the Mountain Celebration		$ 1,500.00		$ 61,359.88
6/9/25	Honor Flight of So Co - Summer Bash 2025		$1,400.00		$ 59,959.88
6/9/25	Pueblo FireFighters Historical Society		$ 750.00		$ 59,209.88
6/9/25	Pueblo Chamber of Commerce - Chile Festival Balloon Fest		$ 2,500.00		$ 56,709.88
6/9/25	CATCH Youth - Pignanelli Partners		$ 750.00		$ 55,959.88
6/9/25	HardKnox		$ 3,500.00		$ 52,459.88
6/23/25	Pueblo County Pickleball Association - So Co Championship		$ 750.00		$ 51,709.88
6/23/25	Pueblo Rangers Soccer Club		$ 750.00		$ 50,959.88
6/23/25	Mariposa Center for Safety - Tribute to Women		$ 2,500.00		$ 48,459.88
6/23/25	Sangre de Cristo Arts and Conference Center		$ 1,750.00		$ 46,709.88
7/14/25	SRDA BBQ Fundraiser & Cruise In		$ 1,000.00		$ 45,709.88
7/14/25	Lake Avenue Community Church		$ 2,500.00		$ 43,209.88
7/14/25	~~The Pueblo Historical Aircraft Society~~		$ -		$ 43,209.88
7/14/25	The Roselawn Company		$ 1,700.00		$ 41,509.88
7/14/25	PAWS for Life - Pints for Paws		$ 1,500.00		$ 40,009.88
7/28/25	Latinas First Foundation 13th Annual Luncheon		$ 1,500.00		$ 38,509.88
7/28/25	Assistance League Pueblo - Holiday Fashion Show Preview		$ 2,500.00		$ 36,009.88
7/28/25	The Pueblo Historical Aircraft Society		$ 5,000.00		$ 31,009.88
7/28/25	Noche de Fiesta		$ 1,000.00		$ 30,009.88
7/28/25	NeighborWorks Southern Colorado		$ 2,000.00		$ 28,009.88
8/11/25	Catholic Charities of Southern Colorado		$ 1,000.00		$ 27,009.88
8/11/25	UCHealth Parkview Foundation - 44th Annual Starlight Gala		$ 1,500.00		$ 25,509.88
8/11/25	Southern Colorado Equality Alliance - Pueblo Pride		$ 1,000.00		$ 24,509.88
8/25/25	Voices Against Gun Violence		$ 1,000.00		$ 23,509.88
8/25/25	Spark by Project Helping Suicide Memory Walk		$ 1,000.00		$ 22,509.88
9/8/25	Garcia Foundation - The PLACE		$ 750.00		$ 21,759.88
9/8/25	Servicios de La Raza - Joven Noble		$ 1,000.00		$ 20,759.88
9/8/25	Pueblo County Historical Society - Living History: Clay Jenkinson as Roosevelt and Oppenheimer		$ 1,000.00		$ 19,759.88
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
11/10/25	Mt. Carmel Veterans Service Center Pueblo - Salute to Heroes		$ 1,500.00		$ 10,009.88
11/10/25	Rocky Mountain Service Employment & Redevelopment - RMSER Food Pantry		$ 5,000.00		$ 5,009.88
11/24/25	Boys & Girls Club - Santas Helper		$ 1,400.00		$ 3,609.88
11/24/25	SOCO Harm Reduction A Warm Thankgiving for Every Heart		$ 1,500.00		$ 2,109.88
12/22/25	Steel City Theatre Company - Performing Arts Academy		$ 2,000.00		$ 109.88

Docusign Envelope ID: E867DD73-D08C-4616-819E-0EC8EFDE5253

City Clerk's Office Item # R1

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: December 22, 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 VACATING A 91,364 SQUARE FOOT DRAINAGE AND DETENTION EASEMENT LOCATED AT 4080 W. NORTHERN AVE. IN THE PUEBLO METRO-CENTER MALL SUBDIVISION, FILING NO 4, A SPECIAL AREA PLAN

SUMMARY:

The applicant is requesting to vacate a 91,634 square foot drainage and detention easement at 4080 W Northern Ave.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The 91,364 square foot drainage and detention easement was originally dedicated in 1985 in a Supplemental Drainage Report for the Pueblo Metro-Center Mall Subdivision, Filing No. 2. In 2001, the subject property replatted with a Special Area Plan to facilitate expansion of the Walmart Supercenter into the southern portion of the lot. The Special Area Plan dedicated Tract A as the new private drainage easement. Tract A consists of 146,620 sq. ft. of area that spans across the southwest and southeast corners of the lot.

The relocation and redesign of the detention easement in 2001 rendered the original easement from 1985 obsolete. This vacation request removes the obsolete easement with no negative impact to the development site infrastructure. Staff has no concerns with the proposed vacation plat.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

Docusign Envelope ID: E867DD73-D08C-4616-819E-0EC8EFDE5253

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their November 12, 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 drainage and detention easement will remain.

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. V-25-05 Attachments

Docusign Envelope ID: E867DD73-D08C-4616-819E-0EC8EFDE5253

ORDINANCE NO. 11090

AN ORDINANCE VACATING A 91,364 SQUARE FOOT DRAINAGE AND DETENTION EASEMENT LOCATED AT 4080 W. NORTHERN AVE. IN THE PUEBLO METRO-CENTER MALL SUBDIVISION, FILING NO 4, A SPECIAL AREA PLAN

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

SECTION 1.

The following described drainage and detention easement:

DRAINAGE & DETENTION EASEMENT A DRAINAGE & DETENTION EASEMENT, RECORDED AT BOOK 2749, PAGE 941, BEING A PORTION OF LOT 1, AND TRACT A, PUEBLO METRO-CENTER MALL FILING NO. 4, A SPECIAL AREA PLAN, RECORDED UNDER RECEPTION NO. 1369626 OF THE RECORDS OF PUEBLO COUNTY, COLORADO, SITUATED IN THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF PUEBLO, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: ALL BEARINGS ARE GRID BEARINGS OF THE COLORADO STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM 1983. BEARINGS ARE BASED ON THE WEST LINE OF LOT 1 AND TRACT A, BLOCK 1, PUEBLO METRO-CENTER MALL, FILING NO. 4, A SPECIAL AREA PLAN, AND IS CONSIDERED TO BEAR N 00°31'02" W. SAID LINE BEING DEFINED BY MONUMENTS AS FOLLOWS: A FOUND NO. 4 REBAR WITH A YELLOW PLASTIC CAP, STAMPED "CO REG LS 12933", BEING THE SOUTHWEST CORNER OF SAID TRACT A, BLOCK 1; AND A FOUND 3-1/4" BRASS CAP, STAMPED "AEP PLS 34578", BEING THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 1.

COMMENCING AT THE NORTHWEST CORNER OF COLUMBIA DRIVE, A 40-FOOT PRIVATE DRIVE, ALSO BEING A POINT ON THE EAST LINE OF SAID LOT 1, BLOCK 1;

THENCE WITH THE EAST LINE OF SAID LOT 1, BLOCK 1, S00°28'58”E, A DISTANCE OF 220.10 FEET TO THE NORTHEAST CORNER OF SAID DRAINAGE & DETENTION EASEMENT AND BEING THE POINT OF BEGINNING;

THENCE CONTINUING ON SAID EAST LINE, S00°28'58”E, A DISTANCE OF 219.96 FEET;

THENCE WITH THE SAID DRAINAGE & DETENTION EASEMENT THE FOLLOWING SIX (6) COURSES:

1) THENCE S89°31'37”W, A DISTANCE OF 796.14 FEET;

2) THENCE N00°28'23”W, A DISTANCE OF 285.00 FEET;

3) THENCE N89°31'37”E, A DISTANCE OF 73.88 FEET;

4) THENCE S38°26'30”E, A DISTANCE OF 323.46 FEET;

Docusign Envelope ID: E867DD73-D08C-4616-819E-0EC8EFDE5253

5) THENCE N89°31'37”E, A DISTANCE OF 278.28 FEET;

6) THENCE N51°43'59”E, A DISTANCE OF 309.97 FEET TO A POINT ON THE SAID EAST LINE AND BEING THE
POINT OF BEGINNING;

THE ABOVE DESCRIPTION CONTAINS 91,364 SQUARE FEET. ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET

is hereby vacated.

SECTION 2.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of

this Ordinance to implement the policies and procedures described herein.

SECTION 3.

This Ordinance shall be approved but shall not become effective until the final vacation plat is recorded in the office of the Pueblo County Clerk and Recorder. If the vacation plat is not recorded within one (1) year after of this Ordinance, or within any extended period granted by Ordinance 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 applicant. No vested rights shall accrue to the subdivision or be acquired until this Ordinance becomes effective.

SECTION 4.

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

Docusign Envelope ID: E867DD73-D08C-4616-819E-0EC8EFDE5253

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on December 08, 2025.

Final adoption of Ordinance by City Council on December 22, 2025.

DocuSigned by:
Mark Aliff
B7A4F51823AB482...
President of City Council

Action by the Mayor:

☒ Approved on 12/23/2025.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
Heather Graham
3A85950B7BCA462...
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

Signed by:
Vincent Petkosek
330F90D300E24F8...
Deputy City Clerk

EASEMENT VACATION

LOT 1, AND TRACT A, PUEBLO METRO-CENTER MALL FILING NO. 4, A SPECIAL AREA PLAN
SITUATED IN THE SOUTHEAST QUARTER OF SECTION 9,
TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M.
CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO

DRAINAGE & DETENTION EASEMENT

A DRAINAGE & DETENTION EASEMENT, RECORDED AT BOOK 2749, PAGE 941, BEING A PORTION OF LOT 1, AND TRACT A, PUEBLO METRO-CENTER MALL FILING NO. 4, A SPECIAL AREA PLAN, RECORDED UNDER RECEPTION NO. 1369626 OF THE RECORDS OF PUEBLO COUNTY, COLORADO, SITUATED IN THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF PUEBLO, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: ALL BEARINGS ARE GRID BEARINGS OF THE COLORADO STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM 1983. BEARINGS ARE BASED ON THE WEST LINE OF LOT 1 AND TRACT A, BLOCK 1, PUEBLO METRO-CENTER MALL, FILING NO. 4, A SPECIAL AREA PLAN, AND IS CONSIDERED TO BEAR N 00°31'02" W. SAID LINE BEING DEFINED BY MONUMENTS AS FOLLOWS: A FOUND NO. 4 REBAR WITH A YELLOW PLASTIC CAP, STAMPED "CO REG LS 12933", BEING THE SOUTHWEST CORNER OF SAID TRACT A, BLOCK 1; AND A FOUND 3-1/4" BRASS CAP, STAMPED "AEP PLS 34578", BEING THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 1.

COMMENCING AT THE NORTHWEST CORNER OF COLUMBIA DRIVE, A 40-FOOT PRIVATE DRIVE, ALSO BEING A POINT ON THE EAST LINE OF SAID LOT 1, BLOCK 1;

THENCE WITH THE EAST LINE OF SAID LOT 1, BLOCK 1, S00°28'58"E, A DISTANCE OF 220.10 FEET TO THE NORTHEAST CORNER OF SAID DRAINAGE & DETENTION EASEMENT AND BEING THE POINT OF BEGINNING;

THENCE CONTINUING ON SAID EAST LINE, S00°28'58"E, A DISTANCE OF 219.96 FEET;

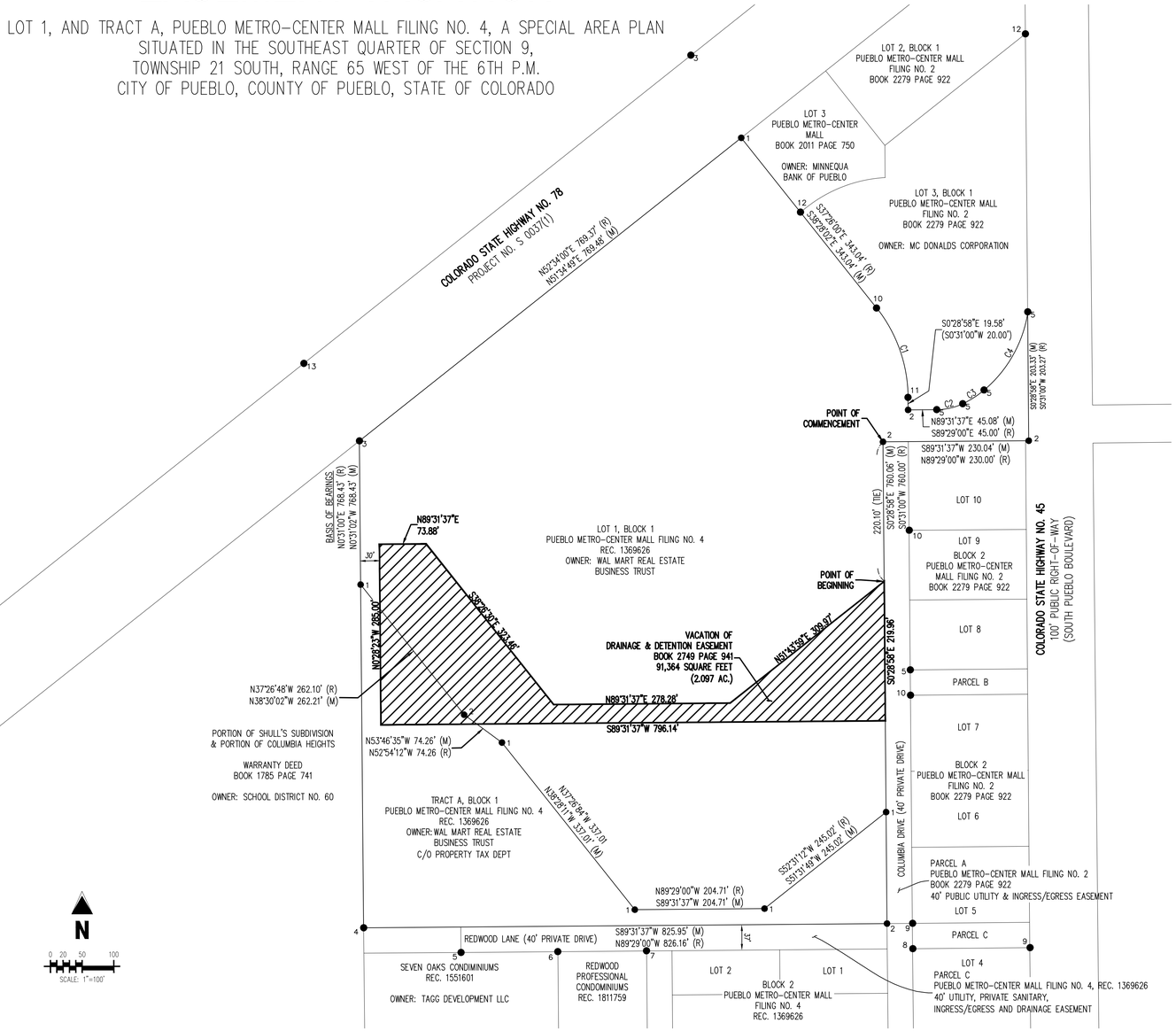
THENCE WITH THE SAID DRAINAGE & DETENTION EASEMENT THE FOLLOWING SIX (6) COURSES:

1) THENCE S89°31'37"W, A DISTANCE OF 796.14 FEET;
2) THENCE N00°28'23"W, A DISTANCE OF 285.00 FEET;
3) THENCE N89°31'37"E, A DISTANCE OF 73.88 FEET;
4) THENCE S38°26'30"E, A DISTANCE OF 323.46 FEET;
5) THENCE N89°31'37"E, A DISTANCE OF 278.28 FEET;
6) THENCE N51°43'59"E, A DISTANCE OF 309.97 FEET TO A POINT ON THE SAID EAST LINE AND BEING THE POINT OF BEGINNING;

THE ABOVE DESCRIPTION CONTAINS 91,364 SQUARE FEET. ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

THE PURPOSE OF THIS LEGAL DESCRIPTION IS TO VACATE AN EXISTING DRAINAGE & DETENTION EASEMENT.

BRIAN J. DENNIS, PLS 38069
PROJECT NO. WMT001001.10
PREPARED FOR AND ON BEHALF OF GALLOWAY & COMPANY, INC
1155 KELLY JOHNSON BLVD, SUITE #305
COLORADO SPRINGS, COLORADO 80920



N
0 20 50 100
SCALE: 1"=100'

LEGEND

- INDICATES DRAINAGE EASEMENT TO BE VACATED
- PROPERTY LINE
- ADJACENT PROPERTY LINE
- EXISTING EASEMENT

MONUMENT LEGEND

- ●1 FOUND NO. 5 REBAR, 1-1/4" BLUE PLASTIC CAP, "PLS 37928"
- ●2 FOUND NAIL WITH 1-1/2" ALUMINUM DISC, "PLS 37928"
- ●3 FOUND 3-1/4" BRASS CAP, STAMPED "AEP PLS 34578"
- ●4 FOUND NO. 4 REBAR, YELLOW PLASTIC CAP, STAMPED "CO REG LS 12933"
- ●5 FOUND SCRIBED "X"
- ●6 FOUND NAIL, NO ID
- ●7 FOUND 1-1/2" ALUMINUM TAG, "M2 SURVEYING LP, PLS 34587"
- ●8 FOUND NO. 4 REBAR, YELLOW PLASTIC CAP, ILLEGIBLE
- ●9 FOUND 1-1/2" ALUMINUM TAG, STAMPED "LS 12933"
- ●10 FOUND 1" BRASS TAG, ILLEGIBLE
- ●11 FOUND NO. 5 REBAR, NO ID
- ●12 FOUND NO. 4 REBAR, NO ID
- ●13 FOUND 1-1/2" ALUMINUM TAG, STAMPED "PLS 25948", IN RANGE BOX

RECORD PARCEL CURVE SEGMENT TABLE

CURVE TAG #	DELTA	LENGTH (FT)	RADIUS (FT)	CHORD BEARING	CHORD LENGTH (FT)
C1	37°57'00"	151.97	229.41	S18°27'36"E	149.19
C2	24°20'20"	42.48	100.00	N78°20'52"E	42.16
C3	15°29'33"	40.56	150.00	N58°25'56"E	40.44
C4	41°20'40"	144.32	200.00	N30°00'49"E	141.21

Galloway
1155 Kelly Johnson Blvd., Suite 305
Colorado Springs, CO 80920
719.900.7220
GallowayUS.com

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EASEMENT VACATION
WAL-MART STORES
4080 W NORTHERN AVENUE
PUEBLO, COLORADO, 81005

Date	Issue / Description	Init.

Project No: WMT001001.10
Drawn By: AAY
Checked By: BB
02/01/2024

1
SHEET 1 OF 1

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, November 12, 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, Alexandra Aznar, Brett Boston, James Salazar, Elizabeth Bailey, Cheryl Spinuzzi

Commissioners Absent:

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

Staff Members Absent: None

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

Motion Passed: 7-0.

Public Hearing:

V-25-05 Vacation: Vacation of a 91,364 square foot drainage and detention easement located at 4080 W. Northern Ave**.** Staff Report by Hannah Prinzi, Planner

Hearing: Applicant Anna Betkowski was sworn in and spoke in favor of the application. No one appeared in opposition of the vacation application.

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

Motion Passed: 7-0

city of PUEBLO colorado

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: Beritt Odom, Director Planning and Community Development

CC: Cindy Capritta, Land Use Technician
Subdivision File

FROM: Joe Martellaro, Associate Engineer II

SUBJECT: V-25-05 4080 W. Northern Ave Vacation

DATE: November 21, 2025

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

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

James Salazar

V-25-05

November 12, 2025

TO:	City of Pueblo Planning and Zoning Commission
FROM:	Hannah Prinzi, Planner
THROUGH:	Beritt Odom, Director of Planning and Community Development
SUBJECT:	Vacate a 91,364 sq. ft. Drainage and Detention Easement
APPLICANT:	Spencer Hymas, Galloway & Company
PROPERTY OWNER:	Walmart Real Estate Business Trust
LOCATION:	4080 W. Northern Ave
CONCURRENT REQUESTS:	None

REQUEST:
Vacate a 91,364-square foot drainage and detention easement

BACKGROUND AND ANALYSIS:

The applicant is requesting to vacate a 91,364 square foot drainage and detention easement at 4080 W. Northern Ave originally dedicated in the Supplemental Drainage Report for the Pueblo Metro-Center Mall Subdivision Filing No. 2 in 1985. The subject property is zoned Central Business (B-4) and contains a Walmart Supercenter.

The subject property replatted with a special area plan in 2001 to allow Walmart to expand into the southern portion of the lot (Pueblo Metro-Center Mall Subdivision, Filing No. 4 A Special Area Plan). The special area plan dedicates Tract A as a new private drainage easement. Tract A consists of 146,620 sq. ft. of area that spans across the southwest and southeast corners of the lot.

The relocation and redesign of the detention easement in 2001 render the original easement from 1985 obsolete. Furthermore, the 2001 Walmart expansion was built over the original easement. This vacation request removes the obsolete easement with no negative impact to the current infrastructure. Staff finds no concerns with the proposed vacation plat.

APPLICABLE REGULATIONS:

- Sec. 12-5-1 through 6 of the Pueblo Municipal Code (PMC) concerning vacations of streets and alleys.
- Sec, 13-3-1 through 7 of the PMC concerning drainage easements.

RECOMMENDED ACTION:

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

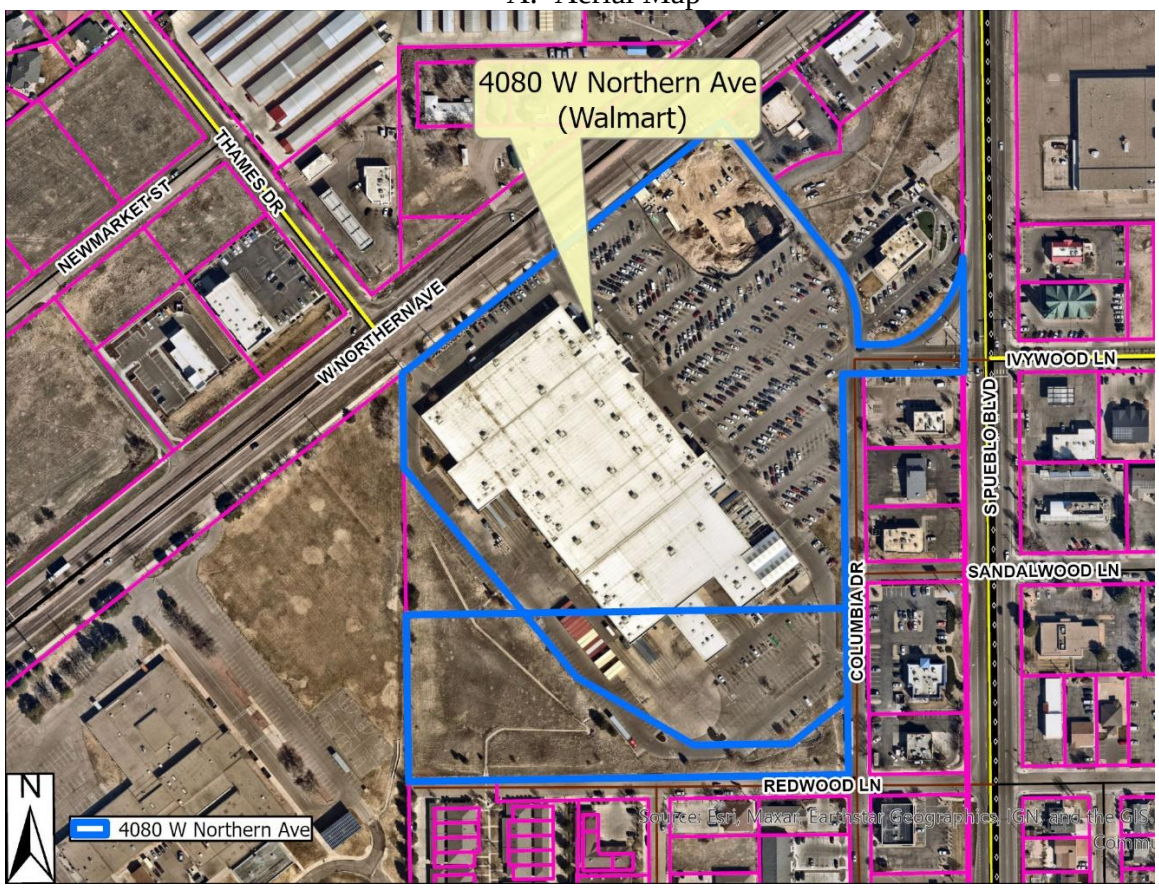
REFERRAL AGENCIES AND COMMENTS:

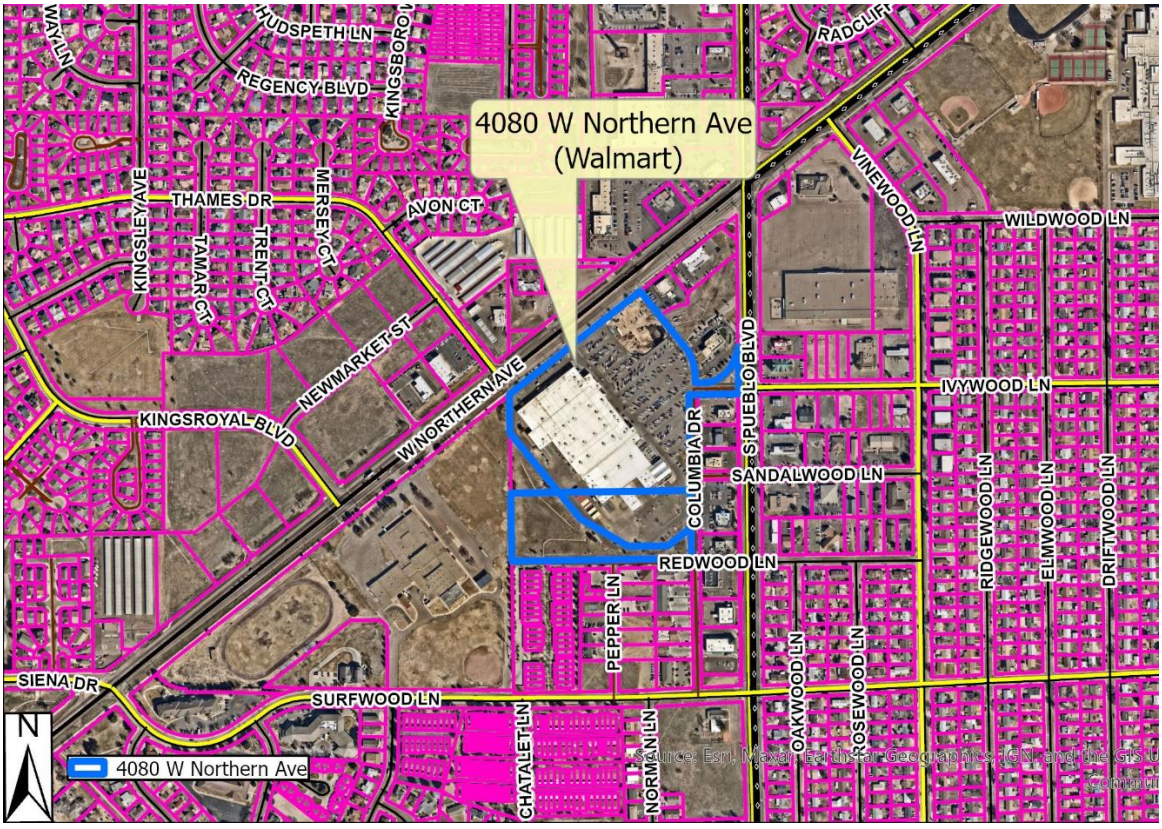
• City Public Works	No comment
• City Transportation	No comment
• City Law Department	No comment
• Pueblo Regional Building Department	No comment
• City Fire Department	No comment
• City Wastewater	No comment
• City Stormwater	No comment
• City Parks and Recreation Department	No comment
• Xcel Energy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

ATTACHMENTS:

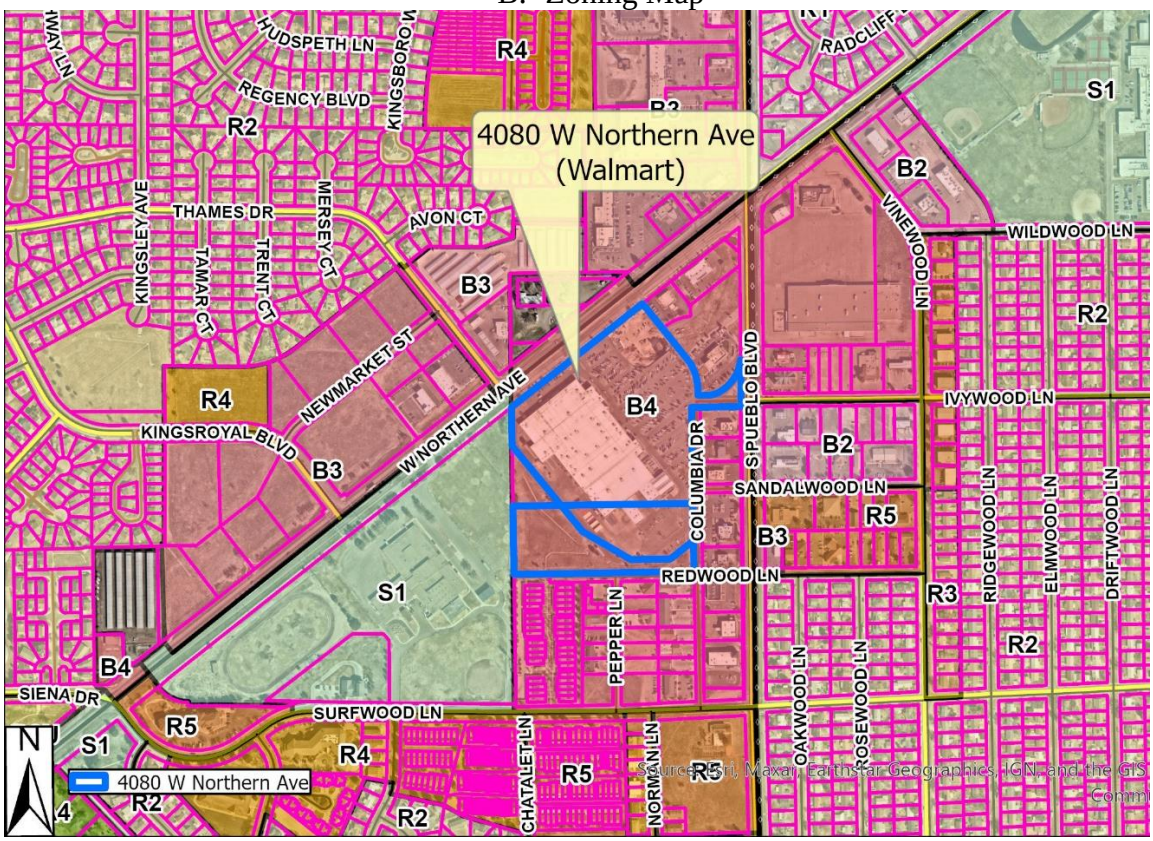
A. Aerial Map
B. Zoning Map
C. Comprehensive Plan Map
D. Public Notice Photo
E. Tract A
F. Supporting Documents: Application, Letter of Intent, and Vacation Plat, 2001 Special Area Plan

A. Aerial Map

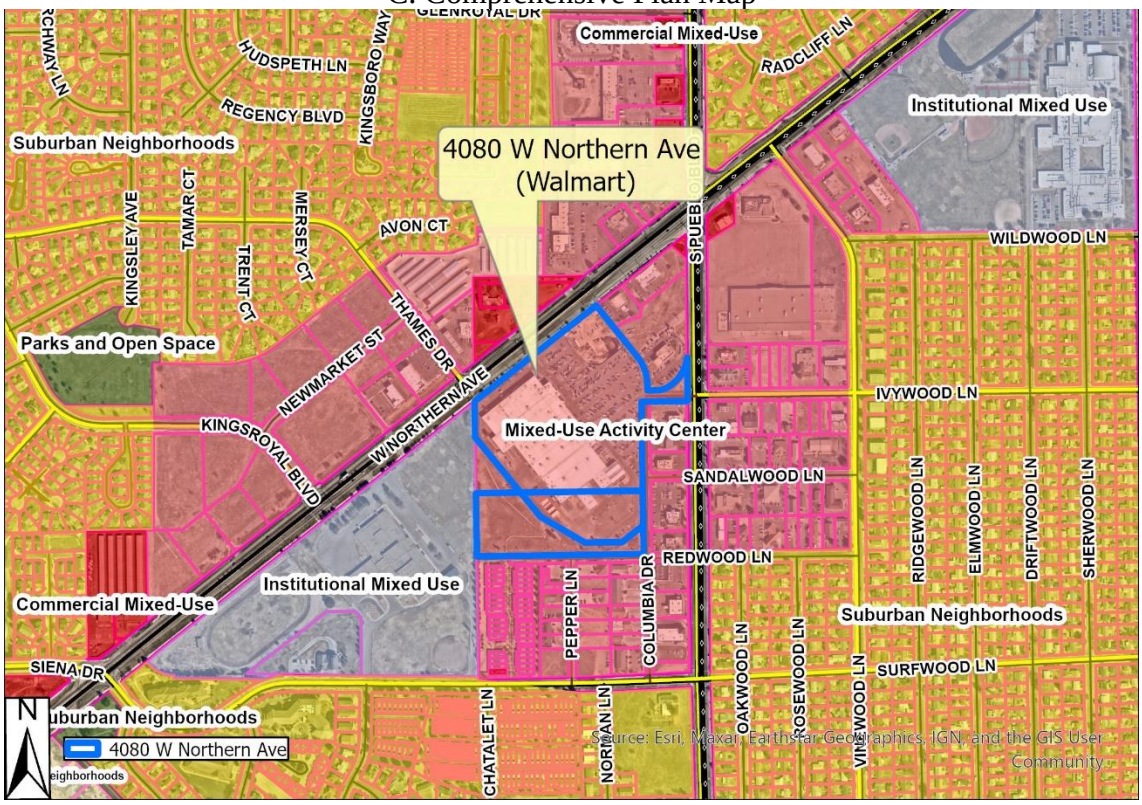

4080 W Northern Ave
(Walmart)
THAMES DR
NEWMARKET ST
W NORTHERN AVE
IVYWOOD LN
S PUEBLO BLVD
SANDALWOOD LN
COLUMBIA DR
REDWOOD LN
N
4080 W Northern Ave
Source: Esri, Maxar, Earthstar Geographics, IGN, and the GIS


4080 W Northern Ave
(Walmart)
HUDSPETH LN
REGENCY BLVD
KINGSBORO
WAY LN
KINGSLEY AVE
THAMES DR
MERSEY CT
AVON CT
TAMAR CT
TRENT CT
NEWMARKET ST
KINGSROYAL BLVD
W NORTHERN AVE
RADCLIFF
VINEWOOD LN
WILDWOOD LN
IVYWOOD LN
S PUEBLO BLVD
COLUMBIA DR
SANDALWOOD LN
REDWOOD LN
RIDGEWOOD LN
ELMWOOD LN
DRIFTWOOD LN
PEPPER LN
OAKWOOD LN
ROSEWOOD LN
SIENA DR
SURFWOOD LN
CHATALET LN
NORMAN LN
N
4080 W Northern Ave
Source: Esri, Maxar, Earthstar Geographics, IGN, and the GIS

B. Zoning Map

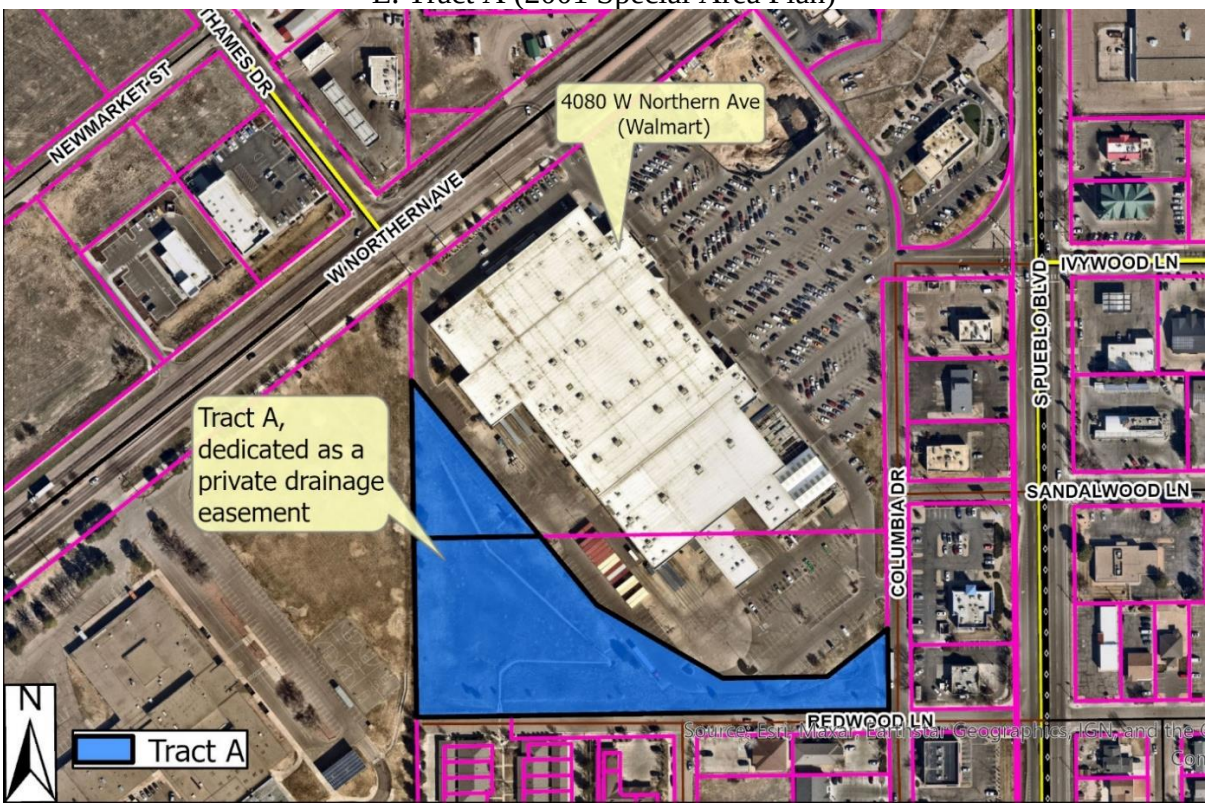


C. Comprehensive Plan Map



D. Public Notice Photo

E. Tract A (2001 Special Area Plan)



F. Supporting Documents: Application, Letter of Intent, Vacation Plat, 2001 Special Area Plan
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 Application

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

Contact Info

Property Owner		**Applicant**	
Name: Walmart Real Estate Business Trust		Name: Spencer Hymas	
Company Walmart		Company: Galloway & Company	
Address: 2608 SE J St, Bentonville, AR	Zip: 72712	Address: 172 N East Promontory	Zip: 84025
Phone: ( )		Phone: (801) 512-1673	
Email:		Email: spencerhymas@gallowayus.com	
Engineer		**Surveyor**	
Name: Doug Staker		Name: Brian Dennis	
Company: Galloway & Company		Company: Galloway & Company	
Address:	Zip:	Address: 1155 Kelly Johnson	Zip: 80920
Phone: ( )		Phone: ( )	
Email: DougStaker@Gallowayus.com		Email: BrianDennis@Gallowayus.com	

The applicant will be the primary contact unless otherwise noted.

Property Info

Project Location: 4080 W Northern Avenue
(address or general description)

Parcel No(s): 15-094-69-001

Existing Zone: Commercial | Proposed Zone (if applicable):

PUD Name (if applicable):

Project Scope

Project Name: Walmart

- ☐ Rearrangement of Property Boundaries:
  # of existing lots: _____ Total acres: _____
- ☐ Overall Development Plan
- ☐ Site Plan Review: Building area: _____sf
  ○ HARP ○ Development Plan ○ PUD ○ Student Housing
- ☐ Special Area Plan
- ☐ Street Name Change: Existing Name: _____ Proposed Name: _____
- ☐ Subdivision: # of lots: _____ Total acres: _____
- ☐ Text Amendment
- ☒ Vacation: ○ Street ○ Alley ☒ Easement ○ Other: _____
- ☐ Other: _____

(Continue Next Page)

(Continued from previous page)

Project Information

Provide a brief description of the proposed request:
Vacation of Drainage & Detention Easement

What is the total acreage included in the project?

What is the proposed use of the property?

❑ Commercial ❑ Multi-family ❑ Residential ❑ Industrial ❑ Other

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

If yes, please list:

Attachments

Attachment Checklist

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

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

Terms

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

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

Signatures

Property Owner

Print Name:	Mark Graham	
Signature:	Mark Graham	Date: 08/19/2025

Applicant, if different from Property Owner

Print Name:	Spencer Hymas	
Signature:	Spencer Hymas	Date: 08/19/2025

Office Use Only

Zoning Compliance (Completed by City Staff)

Application checked for completeness by:	Date:	Fee Paid:

Galloway
5500 Greenwood Plaza Blvd., Suite 200
Greenwood Village, CO 80111
303.770.8884 • GallowayUS.com

June 26, 2025

Joe Martellaro
City of Pueblo Colorado
1 City Hall Place
Pueblo, CO 81003

RE: Drainage & Detention Easement Vacation Letter

Dear Mr. Martellaro,

This letter pertains to Lot 1 and Tract A of the Pueblo Metro-Center Mall Filing No. 4, located in the Southeast Quarter of Section 9, Township 21 South, Range 65 West of the 6th Principal Meridian, within the City and County of Pueblo, Colorado. The property is situated at the southwest corner of Columbia Drive and Northern Avenue.

We respectfully request the vacation of a 91,364-square-foot drainage and detention easement, recorded in Book 2749, Page 941, which currently lies within the footprint of the Walmart Supercenter.

This request is supported by both historical and current drainage documentation and confirms that vacating the easement will not adversely affect surrounding or downstream drainage infrastructure.

Background and Supporting Documentation

The original easement was established to support regional stormwater detention for the Metro Center Mall subdivision. This was documented in the Supplemental Drainage Report for Pueblo Metro-Center Mall Filing No. 2 (KLH Engineering Consultants, 1985), which outlined a three-basin system designed to restrict discharge rates to the storm sewer in Pueblo Boulevard. Basin #1, located southwest of the Walmart building, discharged into Basin #2, which then flowed into Basin #3 near Northern Avenue and Pueblo Boulevard.

In 2001, the Final Drainage Report for Pueblo Metro-Center Mall Filing No. 4 (CLC Associates, Inc.) was prepared in support of the Walmart expansion. This report confirmed the relocation of Basins #1 and #2 further south to accommodate the building footprint and future development. The updated drainage system now discharges into the existing storm sewer system along Columbia Drive, and a new easement was recorded to reflect this configuration.

Justification for Easement Vacation

The original easement is now obsolete due to:

- The physical encroachment of the Walmart building.
- The relocation and redesign of detention infrastructure.
- The establishment of new easements and stormwater conveyance systems as documented in the 2001 report.

Both drainage reports confirm that the updated system maintains compliance with the City of Pueblo's Storm Drainage Design Criteria and does not negatively impact upstream or downstream drainage conditions. The 2001 report specifically notes that no adverse effects are expected to the downstream system and that no additional improvements are necessary.

Conclusion

Given the updated site conditions, the presence of new stormwater infrastructure, and the supporting documentation from both the 1985 and 2001 drainage reports, we respectfully request the formal vacation of the original drainage and detention easement.

Please let us know if any additional documentation or clarification is needed.

Sincerely,
GALLOWAY

Doug Staker, PE
Civil Project Manager
DougStaker@GallowayUS.com
(385) 528-1068

References

1. **KLH Engineering Consultants, Inc. (1985)** – *Supplemental Drainage Report for Pueblo Metro-Center Mall Filing No. 2.*
2. **CLC Associates, Inc. (2001)** – *Final Drainage Report for Pueblo Metro-Center Mall Filing No. 4.*

EASEMENT VACATION

LOT 1, AND TRACT A, PUEBLO METRO-CENTER MALL FILING NO. 4, A SPECIAL AREA PLAN
SITUATED IN THE SOUTHEAST QUARTER OF SECTION 9,
TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M.
CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO

DRAINAGE & DETENTION EASEMENT

A DRAINAGE & DETENTION EASEMENT, RECORDED AT BOOK 2749, PAGE 941, BEING A PORTION OF LOT 1, AND TRACT A, PUEBLO METRO-CENTER MALL FILING NO. 4, A SPECIAL AREA PLAN, RECORDED UNDER RECEPTION NO. 1369626 OF THE RECORDS OF PUEBLO COUNTY, COLORADO, SITUATED IN THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF PUEBLO, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: ALL BEARINGS ARE GRID BEARINGS OF THE COLORADO STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM 1983. BEARINGS ARE BASED ON THE WEST LINE OF LOT 1 AND TRACT A, BLOCK 1, PUEBLO METRO-CENTER MALL, FILING NO. 4, A SPECIAL AREA PLAN, AND IS CONSIDERED TO BEAR N 00°31'02" W. SAID LINE BEING DEFINED BY MONUMENTS AS FOLLOWS: A FOUND NO. 4 REBAR WITH A YELLOW PLASTIC CAP, STAMPED "CO REG LS 12933", BEING THE SOUTHWEST CORNER OF SAID TRACT A, BLOCK 1; AND A FOUND 3-1/4" BRASS CAP, STAMPED "AEP PLS 34578", BEING THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 1.

COMMENCING AT THE NORTHWEST CORNER OF COLUMBIA DRIVE, A 40-FOOT PRIVATE DRIVE, ALSO BEING A POINT ON THE EAST LINE OF SAID LOT 1, BLOCK 1;

THENCE WITH THE EAST LINE OF SAID LOT 1, BLOCK 1, S00°28'58"E, A DISTANCE OF 220.10 FEET TO THE NORTHEAST CORNER OF SAID DRAINAGE & DETENTION EASEMENT AND BEING THE POINT OF BEGINNING;

THENCE CONTINUING ON SAID EAST LINE, S00°28'58"E, A DISTANCE OF 219.96 FEET;

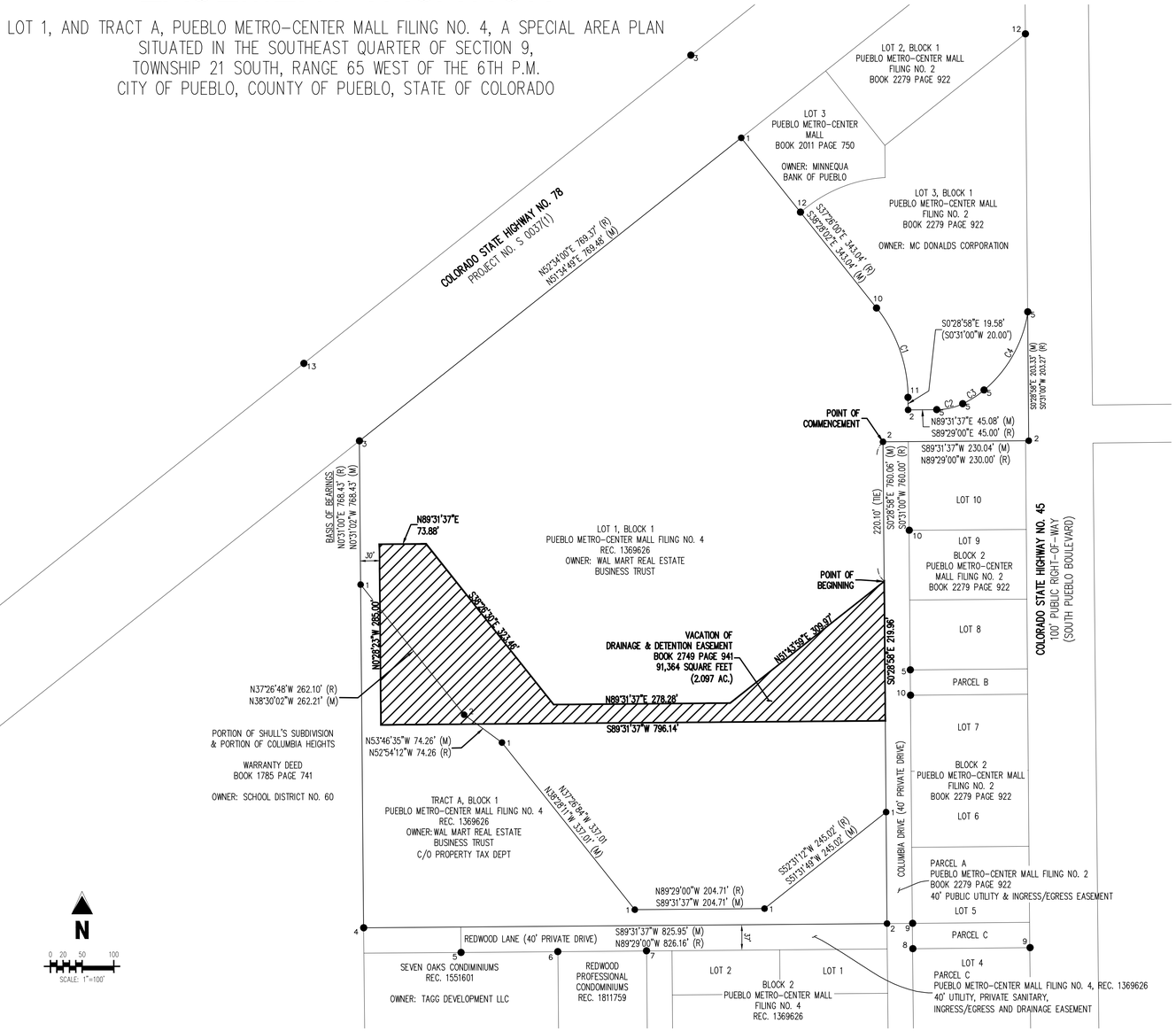
THENCE WITH THE SAID DRAINAGE & DETENTION EASEMENT THE FOLLOWING SIX (6) COURSES:

1) THENCE S89°31'37"W, A DISTANCE OF 796.14 FEET;
2) THENCE N00°28'23"W, A DISTANCE OF 285.00 FEET;
3) THENCE N89°31'37"E, A DISTANCE OF 73.88 FEET;
4) THENCE S38°26'30"E, A DISTANCE OF 323.46 FEET;
5) THENCE N89°31'37"E, A DISTANCE OF 278.28 FEET;
6) THENCE N51°43'59"E, A DISTANCE OF 309.97 FEET TO A POINT ON THE SAID EAST LINE AND BEING THE POINT OF BEGINNING;

THE ABOVE DESCRIPTION CONTAINS 91,364 SQUARE FEET. ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

THE PURPOSE OF THIS LEGAL DESCRIPTION IS TO VACATE AN EXISTING DRAINAGE & DETENTION EASEMENT.

BRIAN J. DENNIS, PLS 38069
PROJECT NO. WMT001001.10
PREPARED FOR AND ON BEHALF OF GALLOWAY & COMPANY, INC
1155 KELLY JOHNSON BLVD, SUITE #305
COLORADO SPRINGS, COLORADO 80920



N

0 20 50 100
SCALE: 1"=100'

LEGEND

- INDICATES DRAINAGE EASEMENT TO BE VACATED
- PROPERTY LINE
- ADJACENT PROPERTY LINE
- EXISTING EASEMENT

MONUMENT LEGEND

- ●1 FOUND NO. 5 REBAR, 1-1/4" BLUE PLASTIC CAP, "PLS 37928"
- ●2 FOUND NAIL WITH 1-1/2" ALUMINUM DISC, "PLS 37928"
- ●3 FOUND 3-1/4" BRASS CAP, STAMPED "AEP PLS 34578"
- ●4 FOUND NO. 4 REBAR, YELLOW PLASTIC CAP, STAMPED "CO REG LS 12933"
- ●5 FOUND SCRIBED "X"
- ●6 FOUND NAIL, NO ID
- ●7 FOUND 1-1/2" ALUMINUM TAG, "M2 SURVEYING LP, PLS 34587"
- ●8 FOUND NO. 4 REBAR, YELLOW PLASTIC CAP, ILLEGIBLE
- ●9 FOUND 1-1/2" ALUMINUM TAG, STAMPED "LS 12933"
- ●10 FOUND 1" BRASS TAG, ILLEGIBLE
- ●11 FOUND NO. 5 REBAR, NO ID
- ●12 FOUND NO. 4 REBAR, NO ID
- ●13 FOUND 1-1/2" ALUMINUM TAG, STAMPED "PLS 25948", IN RANGE BOX

RECORD PARCEL CURVE SEGMENT TABLE

CURVE TAG #	DELTA	LENGTH (FT)	RADIUS (FT)	CHORD BEARING	CHORD LENGTH (FT)
C1	37°57'00"	151.97	229.41	S18°27'36"E	149.19
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EASEMENT VACATION
WAL-MART STORES
4080 W NORTHERN AVENUE
PUEBLO, COLORADO, 81005

Date	Issue / Description	Init.

Project No: WMT001001.10
Drawn By: AAY
Checked By: BB
02/01/2024

1
SHEET 1 OF 1

PUEBLO METRO-CENTER MALL, FILING NO. 4, A SPECIAL AREA PLAN

A REPLAT OF PUEBLO METRO-CENTER MALL, FILING NO. 3, A SPECIAL AREA PLAN TOGETHER WITH LOTS 1 AND 4, BLOCK 1 AND PARCEL F, BLOCK 2 OF PUEBLO METRO-CENTER MALL, FILING NO. 2, A SPECIAL AREA PLAN

SHEET 2 OF 2

CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
C1	37°57'00"	229.41'	151.97'	S18°27'36"E	149.19'
C2	24°20'20"	100.00'	42.48'	N78°20'52"E	42.16'
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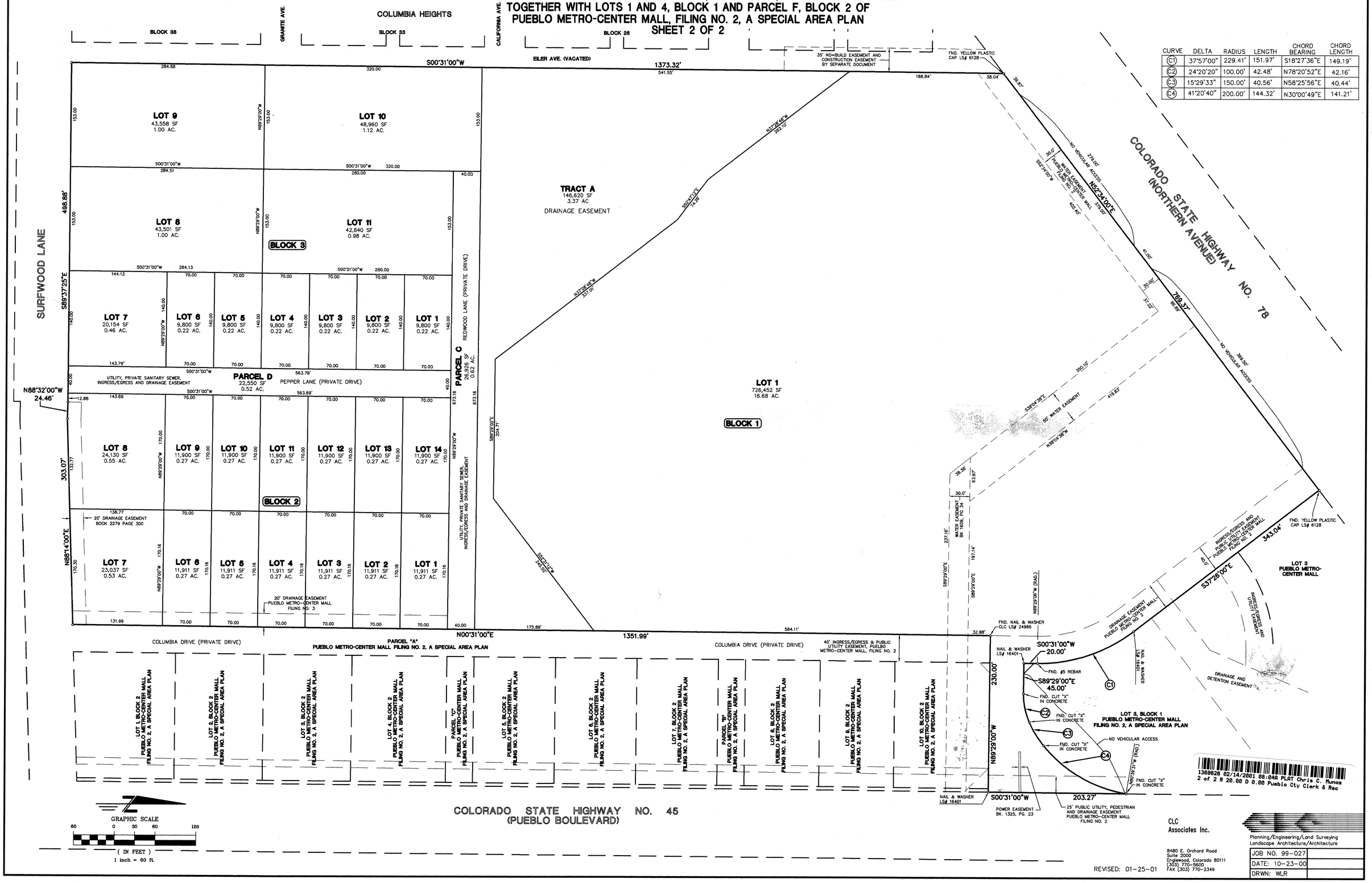

REVISED: 01-25-01

CLC Associates Inc.
8480 E. Orchard Road
Suite 2000
Englewood, Colorado 80111
(303) 770-5600
FAX (303) 770-2349
Planning/Engineering/Land Surveying
Landscape Architecture/Architecture

JOB NO. 99-027	
DATE: 10-23-00	
DRWN: WLR	

1369626 02/14/2001 08:04A PLAT Chris C. Munoz
2 of 2 R 20.00 D 0.00 Pueblo Cty Clerk & Rec

PLAN HOLD CORPORATION • IRVINE, CALIFORNIA
REORDER BY NUMBER 07549
Feb. 14, 2001 Page 2 of 2
Rec. #1369626

October 27, 2025

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

V-25-05 Vacation: Vacation of a 91,364 sq. ft. drainage and detention easement located at 4080 W Northern Ave.

The Planning and Zoning Commission meeting will be held on **November 12, 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. Written testimony can also be accepted up to 24 hours before the hearing date. 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 if you have questions**.

Beritt Odom, Planning & Community Development Director
By Hannah Prinzi, Planner
(719) 553-2259

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

V-25-05 Vacation: Vacation of a 91,364 sq. ft. drainage and detention easement located at 4080 W Northern Ave.

The Planning and Zoning Commission meeting will be held on **November 12, 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. Written testimony can also be accepted up to 24 hours before the hearing date. 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 if you have questions**.

Beritt Odom, Planning & Community Development Director
By Hannah Prinzi, Planner
(719) 553-2259

CASE NUMBER V-25-05

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the Easement Vacation: Drainage Easement Vacation 4080 W Northern Ave to be sent to the attached list of owners of the property lying within hundred (300) feet of the said property on which the vacation 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.

10-27-25 Mailed by Carol
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Karen Elgin

I hereby certify that I did this day verify and photograph the posted notice of the public hearing on the Drainage Easement Vacation 4080 W Northern Ave , upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

10-27-25 Photo uploaded into case folder by planner 11-3-25
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Karen Elgin

Owner	OwnerStree	OwnerCity	Own	OwnerZip
AIM IVYWOOD LANE LLC	3960 IVYWOOD LN	PUEBLO	CO	81005-2567
ATENCIO LARASA ANN	4153 SURFWOOD LN UNIT 190	PUEBLO	CO	81005-3283
B K M PROPERTIES LLC	4130 REDWOOD LN UNIT 110	PUEBLO	CO	81005-3295
B P R CONDO ASSOCIATION INC	4130 REDWOOD LN UNIT 110	PUEBLO	CO	81005-3295
BAILEY TONI L	4153 SURFWOOD LN UNIT 185	PUEBLO	CO	81005-3283
BASKI REVOCABLE LIVING TRUST + BRUMMER MICHAEL A , GABRIELE	305 LA VISTA RD	PUEBLO	CO	81005-2620
BRAKES PLUS LLC	100 HILLSIDE AVE	WHITE PLA	NY	10603-2861
BROADMOOR LLC	35 PASADENA DR	PUEBLO	CO	81005-2985
C F T DEVELOPMENTS LLC	1683 WALNUT GROVE AVE	ROSEMEAD	CA	91770-3711
FEDCO INVESTMENTS LLC	2037 PEPPER LN	PUEBLO	CO	81005-3276
H Z PROPS RE LTD	4415 HIGHWAY 6	SUGAR LAN	TX	77478-4476
HALLE PROPERTIES LLC + C/O KAREL	20225 N SCOTTSDALE RD	SCOTTSDAI	AZ	85255-6456
HEADWATERS PROPERTIES LLC	1982 ASPEN CIR	PUEBLO	CO	81006-1410
J + M TRUJILLO PROPERTIES LLC	5315 MANOR RIDGE DR	PUEBLO	CO	81005-5525
JELLY BEAN RANGE LLC	PO BOX 19011	COLORADC	CO	81019-0011
JTC ADVENTURES LLC	530 S 7TH ST	CHAMBERS	PA	17201-2746
M D I L PARTNERS LLC	1485 S COLORADO BLVD STE 30	DENVER	CO	80222-3614
MC DONALDS CORPORATION + C/O	3901 OUTLOOK BLVD STE B	PUEBLO	CO	81008-1696
MINI MART INC + ATTN: PROPERTY TAX	165 FLANDERS RD	WESTBORC	MA	01581-1032
MINNEQUA BANK OF PUEBLO +	PO BOX 54288	LEXINGTON	KY	40555-4288
P C MART LTD	820 MORRIS TPKE	SHORT HILI	NJ	07078-2624
REDWOOD PLAZA LLC	11102 OSAGE ST	NORTHGLE	CO	80234-6106
REGENCY SQUARE LLC	1888 SHERMAN ST STE 500	DENVER	CO	80203
ROMERO PATRICIA MAE + ABEYTA	4153 SURFWOOD LANE UNIT 19	PUEBLO	CO	81005
SCHOOL DIST NO 60	315 W 11TH ST	PUEBLO	CO	81003-2804
SCIOTTO DENNIS R/SCIOTTO CAROL ANN + C/G VELASQUEZ FAMILY	1804 GARNET AVE STE 406	SAN DIEGO	CA	92109-3352
SIEVERT FRED C	4111 W NORTHERN AVE	PUEBLO	CO	81005-3501
SIEVERT FRED C JR/SIEVERT MADELINE	4107 W NORTHERN AVE	PUEBLO	CO	81005-3501
SONNTAG PROPERTIES LLC	316 S LOMA LINDA DR	PUEBLO W	CO	81007-4025
SOUTHERN COLORADO CLINIC PC	3676 PARKER BLVD STE 290	PUEBLO	CO	81008
SPINUZZI JOSEPH G/CARTER WAYNE L	2027 COLUMBIA DR	PUEBLO	CO	81005-3279
SUMMIT MEDICAL PROPERTIES LLC	PO BOX 9243	PUEBLO	CO	81008-9243
SZEWCZYNSKI DENISE E	3670 RICK STRATTON DR	LAS VEGAS	NV	89120
TAGG DEVELOPMENT LLC	142 ALHAMBRA DR	PUEBLO	CO	81005-3902
TWINTREE LLC	19180 MOUNT JASPER DR	CASTRO VA	CA	94552-1944
WAL MART REAL ESTATE BUSINESS	1301 SE 10TH ST	BENTONVII	AR	72716-0555
WHITE KENT	PO BOX 7155	PUEBLO W	CO	81007-0155

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City Clerk's Office Item # S1

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: December 22, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Eva Cosyleon, MPO Manager

SUBJECT: AN ORDINANCE ESTABLISHING THE FISCAL YEAR (FY) 2026-2027 PUEBLO URBAN TRANSPORTATION PLANNING PROJECT AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $759,163.14 IN 2026 FOR SAID PROJECT

SUMMARY:

The proposed Ordinance would establish Fiscal Year (FY) 2026-2027 Urban Transportation Planning Project, and budget and appropriate $759,163.14 in FY2026 for the Project comprised of $373,575.00 in FY2026 Federal Highway Administration Consolidated Planning Grant (CPG) funds and estimated carryover funds from FY2025 FHWA CPG Funds in the amount of $385,588.14. Estimated revenues were identified for expenditure in the 2026 Pueblo Area Council of Governments (PACOG) Metropolitan Planning Organization (MPO) budget approved by the PACOG Board on August 28,2025, Resolution No. 25-019.

PREVIOUS COUNCIL ACTION:

The establishment of the Project and budgeting of funds has been approved by the City Council on an annual basis once the purchase order is issued by the State of Colorado to PACOG.

BACKGROUND:

The PACOG board will approve the Consolidated Planning Grant contract for FY2026-FY2027 with the Colorado Department of Transportation (CDOT) at their December 11, 2025 meeting. The contract provides funds in the amount of $373,575. Carryover funds from the FY2025 CPG contract in the amount of $385,588.14 will also be available for eligible reimbursable expenses. The City and PACOG annually enter into a Delegation Agreement that authorizes the City to complete the transportation planning tasks on behalf of PACOG and be reimbursed for eligible expenses to complete the tasks identified in the FY 2026-2027 Unified Planning Work Program (UPWP) adopted by PACOG Resolution 25-019 on August 28,2025. This Ordinance establishes the FY 2026-

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2027 Urban Transportation Planning Project, and budgets and appropriates funds in the amount of $759.163.14 allocated for the City to complete urban transportation planning services in compliance with federal and state requirements for the use of CPG grant funds.

FINANCIAL IMPLICATIONS:

Funds up to the amount of $759,163.14 will be reimbursed to the City by CDOT which includes $373,575.00 from the FY2026 FHWA CPG Funds and remaining federal and city contribution carryover funds from previous years totaling an estimated $385,588.14. It is estimated that approximately $2,168 in staff time from the Finance and Legal departments will be spent on the Project.

BOARD/COMMISSION RECOMMENDATION:

The FY 2026 -FY 2027 funds are included in the FY2026 -FY 2027 PACOG MPO Unified Planning Work Program budget, and the Urban Planning Work Program that have been previously approved by the PACOG Board on August 28,2025.

STAKEHOLDER PROCESS:

The Consolidated Planning Grant funds, approved by CDOT and the Federal Highway Administration, are identified in the Urban Planning Work Program (UPWP) by task with associated budget amounts. The UPWP is reviewed at public meetings by the PACOG Transportation Advisory Commission and approved by the PACOG Board.

ALTERNATIVES:

None.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. 2026 CPG Amended Purchase Order
2. Original 2026 CPG Purchase Order
3. FY 2026 UPWP Resolution 25-019

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ORDINANCE NO. 11091

AN ORDINANCE ESTABLISHING THE FISCAL YEAR (FY) 2026-2027 PUEBLO URBAN TRANSPORTATION PLANNING PROJECT AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $759,163.14 IN 2026 FOR SAID PROJECT

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

SECTION 1.

The FY 2026-2027 Pueblo Urban Transportation Planning Project is hereby established.

SECTION 2.

Funds in the amount of $759,163.14 comprised of $373,575 in FY2025 Federal Highway Administrations (FHWA) Consolidated Planning Grant (CPG) Funds and estimated carryover funds from FY2025 FHWA CPG in the amount of $385,588.14 are hereby budgeted and appropriated into the FY2025-26 Urban Transportation Planning Project.

SECTION 3.

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

SECTION 4.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on December 08, 2025.

Final adoption of Ordinance by City Council on December 22, 2025.

DocuSigned by:
Mark Aliff
B7A4F51823AB462...
President of City Council

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Action by the Mayor:

☒ Approved on 12/23/2025.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
Heather Graham
3A85950B7BCA462...
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

Signed by:
Vincent Petkosek
330F90D300E24F8...
Deputy City Clerk

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PO#: 491004028
Replacing PO#: 491004001
Amendment Routing # SRM: 26-HTD-ZL-00062
Replacing Routing # SRM: 26-HTD-ZL-00043

STATE OF COLORADO AMENDMENT (1)

SIGNATURE AND COVER PAGE

State Agency
Department of Transportation
Subrecipient
Pueblo Area Council of Governments
Original Subaward Agreement Number
26-HTD-ZL-00043
Amendment Subaward Agreement Number
26-HTD-ZL-00062

Agreement Performance Beginning Date
October 1, 2025
Current Agreement Expiration Date
December 31, 2026
Current Fund Expenditure End Date
December 31, 2026
Subaward Agreement Amount
Initial Term - Original Agreement
Federal Funds

Maximum Amount (82.79%)	$309,283.00
Local Amount (17.21%)	$64,292.00
Total for All Agreement Terms	$373,575.00

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.

Subrecipient Signature
Pueblo Area Council of Governments

DocuSigned by:
By: Eva Cosyleon
2E1D7F669415456...

Name: Eva Cosyleon

Title: MPO Manager

Date: 10/28/2025

STATE OF COLORADO
Jared S. Polis, Governor
Department of Transportation
Shoshana M. Lew, Executive Director

Signed by:
By: Darius R. Pakbaz
C00E7F883BFF4BD...

Name: Darius R. Pakbaz

Title: Director, Division of Transportation Development

Date: 10/28/2025

In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:
By: Lori Copeland
BDA801C5CFAC478...
Department of Transportation

Effective Date: 10/28/2025

Docusign Envelope ID: 0E21E480-285B-4710-86AC-74E7D19C3B10

1) PARTIES

This Amendment (the "Amendment") to the Original Subaward shown on the Signature and Cover Page for this Amendment (the "Subaward") is entered into by and between the Subrecipient, and the State.

2) TERMINOLOGY

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Subaward shall be construed and interpreted in accordance with the Subaward.

3) EFFECTIVE DATE AND ENFORCEABILITY

A. Amendment Effective Date
This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay Subrecipient for any Work performed or expense incurred under this Amendment either before or after of the Amendment term shown in **§3.B** of this Amendment.

B. Amendment Term
The Parties' respective performances under this Amendment and the changes to the Subaward contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment and shall terminate on the termination of the Subaward.

4) PURPOSE

The purpose for this Amendment is to do the following as described in Section 5:

Restate the budget breakdown for CPG funding, revise the Agreement Purpose, and update the Principal Representatives section.

5) MODIFICATIONS

The Subaward and all prior amendments thereto, if any, are modified as follows:

A. The Subaward Agreement Amount on the Subaward Agreement's Cover Page is hereby deleted and replaced with the Subaward Agreement Amount shown on the Signature and Cover Page for this Amendment.

B. The Agreement Purpose is hereby deleted and replaced with the following:
In accordance with 23 USC §104(f) and 49 USC §5303, the purpose of this agreement is for CDOT to disburse metropolitan transportation planning funds to Metropolitan Planning Organizations ("MPO") for use within their respective metropolitan planning areas based on a "Continuing, Cooperative and Comprehensive Transportation Planning" process in the State of Colorado as defined by the US Census Bureau for Consolidated Planning Grant ("CPG") purposes.

C. The Principal Representatives Section is hereby deleted and replaced with the following:

Principal Representatives

For the State:
Marissa Gaughan
Division of Transportation Development
Colorado Dept. of Transportation
2829 W. Howard Place
Denver, CO 80204
marissa.gaughan@state.co.us

For Subrecipient:
Eva Cosyleon
Pueblo Area Council of Governments
229 W. 12th Street
Pueblo, CO 81003
ecosyleon@pueblo.us

6) LIMITS OF EFFECT

This Amendment is incorporated by reference into the Subaward, and the Subaward and all prior amendments or other modifications to the Subaward, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Subaward, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Subaward or any prior modification to the Subaward, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Subaward to the extent that this Amendment specifically modifies those Special Provisions.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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STATE OF COLORADO SUBAWARD AGREEMENT

COVER PAGE

State Agency
Department of Transportation

Subrecipient
Pueblo Area Council of Governments

Subaward Agreement Amount

Federal Funds	
Maximum Amount (100%)	$373,575.00
Agreement Total	$373,575.00

Agreement Number / PO Number
26-HTD-ZL-00043 / 491004001

Agreement Performance Beginning Date
The later of the Effective Date or October 1, 2025

Initial Agreement Expiration Date
December 31, 2026

Fund Expenditure End Date
December 31, 2026

Agreement Authority
Authority to enter into this Agreement exists in CRS §§43-1-106, 43-1-110, 43-1-117.5, 43-1-701, 43-1-702 and 43-2-101(4)(c), appropriated and otherwise made available pursuant to the FAST ACT, MAP-21, SAFETEA_LU, 23 USC §104 and 23 USC §149.

Agreement Purpose
Having been awarded this Project under the current Transportation Improvement Program (TIP), Grantee, desires to enter into a grant with CDOT to develop, implement, and monitor its Safe Routes to School Project, financed by the use of Safe Routes to Schools funds in accordance with FHWA and State policies. CDOT desires to enter into this Grant for such Services from Grantee by obtaining federal financial assistance for the Safe Routes to School program through FHWA, provided that the project is performed in accordance with the terms and conditions contained in this Grant and in accordance with applicable federal laws and regulations.

Exhibits and Order of Precedence
The following Exhibits and attachments are included with this Agreement:

1. Exhibit A – Statement of Work and Budget.
2. Exhibit B – Sample Option Letter.
3. Exhibit C – Federal Provisions.
4. Exhibit D – Required Federal Contract/Agreement Clauses.
5. Exhibit E – Verification of Payment.

In the event of a conflict or inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

1. Exhibit C – Federal Provisions.
2. Exhibit D – Required Federal Contract/Agreement Clauses.
3. Colorado Special Provisions in §17 of the main body of this Agreement.
4. The provisions of the other sections of the main body of this Agreement.
5. Exhibit A – Statement of Work and Budget.
6. Executed Option Letters (if any).

Principal Representatives

For the State:
Melissa Gaughan
Division of Transit and Rail
Colorado Dept. of Transportation
2829 W. Howard Place
Denver, CO 80204
marissa.gaughan@state.co.us

For Subrecipient:
Eva Cosyleon
Pueblo Area Council of Governments
229 W. 12th Street
Pueblo, CO 81003
ecosyleon@pueblo.us

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SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such signature.

SUBRECIPIENT
Pueblo Area Council of Governments

DocuSigned by:
By: Eva Cosyleon
2E1D7F669415456...

Name: Eva Cosyleon

Title: MPO Manager

Date: 9/30/2025

STATE OF COLORADO
Jared S. Polis, Governor
Department of Transportation
Shoshana M. Lew, Executive Director

Signed by:
By: Darius R. Pakbaz
C00E7F883BFF4BD...

Name: Darius R. Pakbaz

Title: Director, Division of Transportation Dev

Date: 9/30/2025

2nd State or Subrecipient Signature if needed

By: _____

Name: _____

Title: _____

Date: _____

LEGAL REVIEW
Philip J. Weiser, Attorney General

N/A

By: Assistant Attorney General

Date: _____

In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:
Jori Copeland
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By: Department of Transportation

Effective Date: 9/30/2025

Docusign Envelope ID: 48D8260D-5BF3-4A42-A826-6378EC14DE84

TABLE OF CONTENTS

1. PARTIES 3
2. TERM AND EFFECTIVE DATE 3
3. DEFINITIONS 4
4. STATEMENT OF WORK AND BUDGET 6
5. PAYMENTS TO SUBRECIPIENT 6
6. REPORTING - NOTIFICATION 9
7. SUBRECIPIENT RECORDS 9
8. CONFIDENTIAL INFORMATION - STATE RECORDS 10
9. CONFLICTS OF INTEREST 11
10. INSURANCE 12
11. BREACH OF AGREEMENT 13
12. REMEDIES 13
13. DISPUTE RESOLUTION 15
14. NOTICES and REPRESENTATIVES 15
15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION 15
16. GENERAL PROVISIONS 16
17. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3) 18

1. PARTIES

This Agreement is entered into by and between Subrecipient named on the Cover Page for this Agreement (the "Subrecipient"), and the STATE OF COLORADO acting by and through the State agency named on the Cover Page for this Agreement (the "State"). Subrecipient and the State agree to the terms and conditions in this Agreement.

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Agreement shall not be valid or enforceable until the Effective Date, and the Grant Funds shall be expended by the Fund Expenditure End Date shown on the Cover Page for this Agreement. The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Subrecipient for any Work performed or expense incurred before the Effective Date, except as described in **§5.D**, or after the Fund Expenditure End Date.

B. Initial Term

The Parties' respective performances under this Agreement shall commence on the Agreement Performance Beginning Date shown on the Cover Page for this Agreement and shall terminate on the Initial Agreement Expiration Date shown on the Cover Page for this Agreement (the "Initial Term") unless sooner terminated or further extended in accordance with the terms of this Agreement.

C. Extension Terms - State's Option

The State, at its discretion, shall have the option to extend the performance under this Agreement beyond the Initial Term for a period, or for successive periods, of one year or less at the same rates and under the same terms specified in this Agreement (each such period an "Extension Term"). In order to exercise this option, the State shall provide written notice to Subrecipient in a form substantially equivalent to the Sample Option Letter attached to this Agreement.

D. End of Term Extension

If this Agreement approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Subrecipient in a form substantially equivalent to the Sample Option Letter attached to this Agreement, may unilaterally extend such Initial Term or Extension Term for a period not to exceed two months (an "End of Term Extension"), regardless of whether additional Extension Terms are available or not. The provisions of this Agreement in effect when such notice is given shall remain in effect during the End of Term

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Extension. The End of Term Extension shall automatically terminate upon execution of a replacement Agreement or modification extending the total term of this Agreement.

E. Early Termination in the Public Interest

The State is entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, the State, in its discretion, may terminate this Agreement in whole or in part. A determination that this Agreement should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Agreement by the State for Breach of Agreement by Subrecipient, which shall be governed by **§12.A.i**.

i. Method and Content

The State shall notify Subrecipient of such termination in accordance with **§14**. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Subrecipient shall be subject to the rights and obligations set forth in **§12.A.i.a**.

iii. Payments

If the State terminates this Agreement in the public interest, the State shall pay Subrecipient an amount equal to the percentage of the total reimbursement payable under this Agreement that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Agreement is less than 60% completed, as determined by the State, the State may reimburse Subrecipient for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Agreement, incurred by Subrecipient which are directly attributable to the uncompleted portion of Subrecipient's obligations, provided that the sum of any and all reimbursement shall not exceed the Subaward Maximum Amount payable to Subrecipient hereunder.

F. Subrecipient's Termination Under Federal Requirements

Subrecipient may request termination of this Agreement by sending notice to the State, or to the Federal Awarding Agency with a copy to the State, which includes the reasons for the termination and the effective date of the termination. If this Agreement is terminated in this manner, then Subrecipient shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. "**Agreement**" means this subaward agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.

B. "**Award**" means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise.

C. "**Breach of Agreement**" means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Subrecipient, or the appointment of a receiver or similar officer for Subrecipient or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Subrecipient is debarred or suspended under §24-109-105, C.R.S., at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.

D. "**Budget**" means the budget for the Work described in Exhibit A.

Docusign Envelope ID: 48D8260D-5BF3-4A42-A826-6378EC14DE84

E. "**Business Day**" means any day other than Saturday, Sunday, or a legal holiday as listed in §24-11-101(1), C.R.S.

F. "**CORA**" means the Colorado Open Records Act, §§24-72-200.1, *et. seq.*, C.R.S.

G. "**Deliverable**" means the outcome to be achieved or output to be provided, in the form of a tangible or intangible Good or Service that is produced as a result of Subrecipient's Work that is intended to be delivered by Subrecipient.

H. "**Effective Date**" means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Agreement.

I. "**End of Term Extension**" means the time period defined in **§2.D**.

J. "**Exhibits**" means the exhibits and attachments included with this Agreement as shown on the Cover Page for this Agreement.

K. "**Extension Term**" means the time period defined in **§2.C**.

L. "**Federal Award**" means an award of Federal financial assistance or a cost-reimbursement contract, under the Federal Acquisition Regulations or by a formula or block grant, by a Federal Awarding Agency to the Recipient. "Federal Award" also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a Subrecipient or payments to an individual that is a beneficiary of a Federal program.

M. "**Federal Awarding Agency**" means a Federal agency providing a Federal Award to a Recipient. Federal Transit Administration (FTA) is the Federal Awarding Agency for the Federal Award which is the subject of this Agreement.

N. "**FTA**" means Federal Transit Administration.

O. "**Goods**" means any movable material acquired, produced, or delivered by Subrecipient as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Subrecipient in connection with the Services.

P. "**Grant Funds**" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.

Q. "**Incident**" means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401, *et. seq.*, C.R.S. Incidents include, without limitation (i) successful attempts to gain unauthorized access to a State system or State Records regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State's knowledge, instruction, or consent.

R. "**Initial Term**" means the time period defined in **§2.B**.

S. "**Master Agreement**" means the FTA Master Agreement document incorporated by reference and made part of FTA's standard terms and conditions governing the administration of a project supported with federal assistance awarded by FTA.

T. "**Matching Funds**" (Local Funds, or Local Match) means the funds provided by Subrecipient as a match required to receive the Grant Funds and includes in-kind contribution.

U. "**Party**" means the State or Subrecipient, and "Parties" means both the State and Subrecipient.

V. "**PII**" means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S.

W. "**Recipient**" means the State agency shown on the Signature and Cover Pages of this Agreement, for the purposes of this Federal Award.

X. "**Services**" means the services to be performed by Subrecipient as set forth in this Agreement and shall include any services to be rendered by Subrecipient in connection with the Goods.

Docusign Envelope ID: 48D8260D-5BF3-4A42-A826-6378EC14DE84

Y. "**State Confidential Information**" means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include but is not limited to PII and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Subrecipient which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Subrecipient without restrictions at the time of its disclosure to Subrecipient; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Subrecipient to the State; (iv) is disclosed to Subrecipient, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

Z. "**State Fiscal Rules**" means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.

AA. "**State Fiscal Year**" means a 12-month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.

BB. "**State Records**" means any and all State data, information, and records regardless of physical form.

CC. "**Subaward Maximum Amount**" means an amount equal to the total of Grant Funds for this Agreement.

DD. "**Subcontractor**" means any third party engaged by Subrecipient to aid in performance of the Work. "Subcontractor" also includes sub-recipients of Grant Funds.

EE. "**Subrecipient**" means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a Federal program but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency. For the purposes of this Agreement, Contractor is a Subrecipient.

FF. "**Uniform Guidance**" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, commonly known as the "Super Circular, which supersedes requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up.

GG. "**Work**" means the Goods delivered and Services performed pursuant to this Agreement.

HH. "**Work Product**" means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Agreement that is defined elsewhere in this Agreement or in an Exhibit shall be construed and interpreted as defined in that section.

4. STATEMENT OF WORK AND BUDGET

Subrecipient shall complete the Work as described in this Agreement and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate Subrecipient for the delivery of any goods or the performance of any services that are not specifically set forth in this Agreement.

5. PAYMENTS TO SUBRECIPIENT

A. Subaward Maximum Amount

Payments to Subrecipient are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Subrecipient any amount under this Agreement that exceeds the Subaward Maximum Amount shown on the Cover Page of this Agreement as "Federal Funds Maximum Amount".

Docusign Envelope ID: 48D8260D-5BF3-4A42-A826-6378EC14DE84

B. Payment Procedures

i. Invoices and Payment

a. The State shall pay Subrecipient in the amounts and in accordance with the schedule and other conditions set forth in Exhibit A.

b. Subrecipient shall initiate payment requests by invoice to the State, in a form and manner approved by the State.

c. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Subrecipient and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Subrecipient shall make all changes necessary to correct that invoice.

d. The acceptance of an invoice shall not constitute acceptance of any Work performed or Deliverables provided under this Agreement.

ii. Interest

Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Subrecipient shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of days' interest to be paid and the interest rate.

iii. Payment Disputes

If Subrecipient disputes any calculation, determination or amount of any payment, Subrecipient shall notify the State in writing of its dispute within 30 days following the earlier to occur of Subrecipient's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Subrecipient and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Subrecipient beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Grant Funds, the State's obligation to pay Subrecipient shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State's liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in **§2.E**.

v. Federal Recovery

The close-out of a Federal Award does not affect the right of the Federal Awarding Agency or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period, as defined below.

Docusign Envelope ID: 48D8260D-5BF3-4A42-A826-6378EC14DE84

C. Matching Funds

Subrecipient shall provide Matching Funds as provided in Exhibit A. Subrecipient shall have raised the full amount of Matching Funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request. Subrecipient's obligation to pay all or any part of any Matching Funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Subrecipient and paid into Subrecipient's treasury or bank account. Subrecipient represents to the State that the amount designated "Subrecipient's Matching Funds" in Exhibit A has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account. Subrecipient does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of Subrecipient. Subrecipient shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Subrecipient's laws or policies.

D. Reimbursement of Subrecipient Costs

i. The State shall reimburse Subrecipient for the federal share of properly documented allowable costs related to the Work after review and approval thereof, subject to the provisions of **§5,** this Agreement, and Exhibit A. However, any costs incurred by Subrecipient prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs and indication that the Federal Award funding is retroactive. The State shall pay Subrecipient for costs or expenses incurred or performance by the Subrecipient prior to the Effective Date, only if (1) the Grant Funds involve federal funding and (2) federal laws, rules, and regulations applicable to the Work provide for such retroactive payments to the Subrecipient. Any such retroactive payments shall comply with State Fiscal Rules and be made in accordance with the provisions of this Agreement.

ii. The State shall reimburse Subrecipient's allowable costs, not exceeding the Subaward Maximum Amount shown on the Cover Page of this Agreement and on Exhibit A for all allowable costs described in this Agreement and shown in Exhibit A, except that Subrecipient may adjust the amounts between each line item of Exhibit A without formal modification to this Agreement as long as the Subrecipient provides notice to the State of the change, the change does not modify the Subaward Maximum Amount or the Subaward Maximum Amount for any federal fiscal year or State Fiscal Year, and the change does not modify any requirements of the Work.

iii. The State shall only reimburse allowable costs described in this Agreement and shown in the Budget if those costs are:

a. Reasonable and necessary to accomplish the Work and for the Goods and Services provided; and

b. Equal to the actual net cost to Subrecipient (i.e. the price paid minus any items of value received by Subrecipient that reduce the cost actually incurred).

iv. Subrecipient's costs for Work performed after the Fund Expenditure End Date shown on the Cover Page for this Agreement, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. Subrecipient shall initiate any payment request by submitting invoices to the State in the form and manner set forth and approved by the State.

E. Close-Out

Subrecipient shall close out this Award within 45 days after the Fund Expenditure End Date shown on the Cover Page for this Agreement. To complete close-out, Subrecipient shall submit to the State all Deliverables (including documentation) as defined in this Agreement and Subrecipient's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. If the Federal Awarding Agency has not closed this Federal Award within one year and 90 days after the Fund Expenditure End Date shown on the Cover Page for this Agreement due to Subrecipient's failure to submit required documentation, then Subrecipient may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted.

Docusign Envelope ID: 48D8260D-5BF3-4A42-A826-6378EC14DE84

6. REPORTING - NOTIFICATION

A. Quarterly Reports

In addition to any reports required pursuant to any other Exhibit, for any Agreement having a term longer than three months, Subrecipient shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than five Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.

B. Litigation Reporting

If Subrecipient is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Subrecipient's ability to perform its obligations under this Agreement, Subrecipient shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's Principal Representative identified on the Cover Page for this Agreement.

C. Performance and Final Status

Subrecipient shall submit all financial, performance and other reports to the State no later than 45 calendar days after the end of the Initial Term if no Extension Terms are exercised, or the final Extension Term exercised by the State, containing an evaluation and review of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.

D. Violations Reporting

Subrecipient shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

7. SUBRECIPIENT RECORDS

A. Maintenance

Subrecipient shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work and the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder (collectively, the "Subrecipient Records"). Subrecipient shall maintain such records for a period of three years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively (the "Record Retention Period"). If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight or indirect costs, and the State, may notify Subrecipient in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property.

B. Inspection

Subrecipient shall permit the State, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and transcribe Subrecipient Records during the Record Retention Period. Subrecipient shall make Subrecipient Records available during normal business hours at Subrecipient's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

Docusign Envelope ID: 48D8260D-5BF3-4A42-A826-6378EC14DE84

C. Monitoring

The State, the federal government, and any other duly authorized agent of a governmental agency, in its discretion, may monitor Subrecipient's performance of its obligations under this Agreement using procedures as determined by the State or that governmental entity. Subrecipient shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Subrecipient and this Agreement. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Subrecipient's performance in a manner that does not unduly interfere with Subrecipient's performance of the Work.

D. Final Audit Report

Subrecipient shall promptly submit to the State a copy of any final audit report of an audit performed on Subrecipient's records that relates to or affects this Agreement or the Work, whether the audit is conducted by Subrecipient or a third party. Additionally, if Subrecipient is required to perform a single audit under 2 CFR 200.501, *et. seq.*, then Subrecipient shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

8. CONFIDENTIAL INFORMATION - STATE RECORDS

A. Confidentiality

Subrecipient shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Subrecipient shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law or approved in writing by the State. Subrecipient shall provide for the security of all State Confidential Information in accordance with all applicable laws, rules, policies, publications, and guidelines. Subrecipient shall immediately forward any request or demand for State Records to the State's Principal Representative identified on the Cover Page of the Agreement.

B. Other Entity Access and Nondisclosure Agreements

Subrecipient may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Agreement. Subrecipient shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Agreement, and that the nondisclosure provisions are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Subrecipient shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions if requested by the State.

C. Use, Security, and Retention

Subrecipient shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations only in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information. Subrecipient shall provide the State with access, subject to Subrecipient's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Agreement, Subrecipient shall return State Records provided to Subrecipient or destroy such State Records and certify to the State that it has done so, as directed by the State. If Subrecipient is prevented by law or regulation from returning or destroying State Confidential Information, Subrecipient warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Subrecipient becomes aware of any Incident, Subrecipient shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Subrecipient can establish that Subrecipient

Docusign Envelope ID: 48D8260D-5BF3-4A42-A826-6378EC14DE84

and its agents, employees, and Subcontractors are not the cause or source of the Incident, Subrecipient shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Subrecipient shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may adjust or direct modifications to this plan, in its sole discretion and Subrecipient shall make all modifications as directed by the State. If Subrecipient cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Subrecipient shall reimburse the State for the reasonable costs thereof. The State may, in its sole discretion and at Subrecipient's sole expense, require Subrecipient to engage the services of an independent, qualified, State-approved third party to conduct a security audit. Subrecipient shall provide the State with the results of such audit and evidence of Subrecipient's planned remediation in response to any negative findings.

E. Data Protection and Handling

Subrecipient shall ensure that all State Records and Work Product in the possession of Subrecipient or any Subcontractors are protected and handled in accordance with the requirements of this Agreement, including the requirements of any Exhibits hereto, at all times. As used in this section, the protections afforded Work Product only apply to Work Product that requires confidential treatment.

F. Safeguarding PII

If Subrecipient or any of its Subcontractors will or may receive PII under this Agreement, Subrecipient shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Subrecipient shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S., and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S.

9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Subrecipient shall not engage in any business or activities or maintain any relationships that conflict in any way with the full performance of the obligations of Subrecipient under this Agreement. Such a conflict of interest would arise when a Subrecipient or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement.

B. Apparent Conflicts of Interest

Subrecipient acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Subrecipient shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Subrecipient's obligations under this Agreement.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Subrecipient is uncertain whether a conflict or the appearance of a conflict has arisen, Subrecipient shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement.

D. Subrecipient acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Subrecipient further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S., with regard to this Agreement. For the avoidance of doubt, an actual or apparent conflict of interest shall exist if Subrecipient employs

Docusign Envelope ID: 48D8260D-5BF3-4A42-A826-6378EC14DE84

or contracts with any State employee, any former State employee within six months following such employee's termination of employment with the State, or any immediate family member of such current or former State employee. Subrecipient shall provide a disclosure statement as described in §9.C. no later than ten days following entry into a contractual or employment relationship as described in this section. Failure to timely submit a disclosure statement shall constitute a Breach of Agreement. Subrecipient may also be subject to such penalties as are allowed by law.

10. INSURANCE

Subrecipient shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies as approved by the State.

A. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Subrecipient or Subcontractor employees acting within the course and scope of their employment.

B. General Liability

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

i. $1,000,000 each occurrence;
ii. $1,000,000 general aggregate;
iii. $1,000,000 products and completed operations aggregate; and
iv. $50,000 any 1 fire.

C. Automobile Liability

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of $1,000,000 each accident combined single limit.

D. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Subrecipient and Subcontractors.

E. Primacy of Coverage

Coverage required of Subrecipient and each Subcontractor shall be primary over any insurance or self-insurance program carried by Subrecipient or the State.

F. Cancellation

All insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Subrecipient and Subrecipient shall forward such notice to the State in accordance with **§14** within seven days of Subrecipient's receipt of such notice.

G. Subrogation Waiver

All insurance policies secured or maintained by Subrecipient or its Subcontractors in relation to this Agreement shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Subrecipient or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

H. Public Entities

If Subrecipient is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"), Subrecipient shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Agreement such liability

Docusign Envelope ID: 48D8260D-5BF3-4A42-A826-6378EC14DE84

insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Subrecipient shall ensure that the Subcontractor maintain at all times during the terms of this Subrecipient, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

I. Certificates

For each insurance plan provided by Subrecipient under this Agreement, Subrecipient shall provide to the State certificates evidencing Subrecipient's insurance coverage required in this Agreement prior to the Effective Date. Subrecipient shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Agreement prior to the Effective Date, except that, if Subrecipient's subcontract is not in effect as of the Effective Date, Subrecipient shall provide to the State certificates showing Subcontractor insurance coverage required under this Agreement within seven Business Days following Subrecipient's execution of the subcontract. No later than 15 days before the expiration date of Subrecipient's or any Subcontractor's coverage, Subrecipient shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the State, Subrecipient shall, within seven Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this section.

11. BREACH OF AGREEMENT

In the event of a Breach of Agreement, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the Breach of Agreement, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in **§12** for that Party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in this Agreement in order to protect the public interest of the State; or if Subrecipient is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Agreement in whole or in part or institute any other remedy in this Agreement as of the date that the debarment or suspension takes effect.

12. REMEDIES

A. State's Remedies

If Subrecipient is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in **§11,** shall have all of the remedies listed in this section in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach of Agreement

In the event of Subrecipient's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Additionally, if Subrecipient fails to comply with any terms of the Federal Award, then the State may, in its discretion or at the direction of a Federal Awarding Agency, terminate this entire Agreement or any part of this Agreement. Subrecipient shall continue performance of this Agreement to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Subrecipient shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Subrecipient shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Subrecipient shall assign to the State all of Subrecipient's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Subrecipient shall take timely, reasonable and

Docusign Envelope ID: 48D8260D-5BF3-4A42-A826-6378EC14DE84

necessary action to protect and preserve property in the possession of Subrecipient but in which the State has an interest. At the State's request, Subrecipient shall return materials owned by the State in Subrecipient's possession at the time of any termination. Subrecipient shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Subrecipient for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Subrecipient was not in breach or that Subrecipient's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under **§2.E**.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Subrecipient shall remain liable to the State for any damages sustained by the State in connection with any breach by Subrecipient, and the State may withhold payment to Subrecipient for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Subrecipient is determined. The State may withhold any amount that may be due Subrecipient as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Subrecipient's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Subrecipient to an adjustment in price or cost or an adjustment in the performance schedule. Subrecipient shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Subrecipient after the suspension of performance.

b. Withhold Payment

Withhold payment to Subrecipient until Subrecipient corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Subrecipient's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal of any of Subrecipient's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Subrecipient shall, as approved by the State **(i)** secure that right to use such Work for the State and Subrecipient; **(ii)** replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, **(iii)** remove any infringing Work and refund the amount paid for such Work to the State.

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B. Subrecipient's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Subrecipient, following the notice and cure period in **§11** and the dispute resolution process in **§13** shall have all remedies available at law and equity.

13. DISPUTE RESOLUTION

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which cannot be resolved by the designated Agreement representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Subrecipient for resolution.

B. Resolution of Controversies

If the initial resolution described in **§13.A** fails to resolve the dispute within 10 Business Days, Subrecipient shall submit any alleged breach of this Agreement by the State to the Procurement Official of the State Agency named on the Cover Page of this Agreement as described in §24-101-301(30), C.R.S., for resolution following the same resolution of controversies process as described in §§24-106-109, and 24-109-101.1 through 24-109-505, C.R.S., (collectively, the "Resolution Statutes"), except that if Subrecipient wishes to challenge any decision rendered by the Procurement Official, Subrecipient's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, in the same manner as described in the Resolution Statutes before Subrecipient pursues any further action. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations regardless of whether the Colorado Procurement Code applies to this Agreement.

14. NOTICES and REPRESENTATIVES

Each individual identified as a Principal Representative on the Cover Page for this Agreement shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing, and shall be delivered **(A)** by hand with receipt required, **(B)** by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Agreement or **(C)** as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Cover Page for this Agreement. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Agreement. Either Party may change its principal representative or principal representative contact information, or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative, by notice submitted in accordance with this section without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

Subrecipient agrees to provide to the State a royalty-free, non-exclusive and irrevocable license to reproduce publish or otherwise use and to authorize others to use the Work Product described herein, for the Federal Awarding Agency's and State's purposes. All Work Product shall be delivered to the State by Subrecipient upon completion or termination hereof.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Agreement, all State Records, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and information provided by or on behalf of the State to Subrecipient are the exclusive property of the State (collectively, "State Materials"). Subrecipient shall not use, willingly allow, cause or permit Work Product or State

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Materials to be used for any purpose other than the performance of Subrecipient's obligations in this Agreement without the prior written consent of the State. Upon termination of this Agreement for any reason, Subrecipient shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Subrecipient

Subrecipient retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Subrecipient including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Subrecipient under this Agreement, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Subrecipient Property"). Subrecipient Property shall be licensed to the State as set forth in this Agreement or a State approved license agreement: (i) entered into as exhibits to this Agreement, (ii) obtained by the State from the applicable third-party vendor, or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

16. GENERAL PROVISIONS

A. Assignment

Subrecipient's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Subrecipient's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

B. Subcontracts

Subrecipient shall not enter into any subaward or subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Subrecipient shall submit to the State a copy of each such subaward or subcontract upon request by the State. All subawards and subcontracts entered into by Subrecipient in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement. If the entity with whom Subrecipient enters into a subcontract or subaward would also be considered a Subrecipient, then the subcontract or subaward entered into by Subrecipient shall also contain provisions permitting both Subrecipient and the State to perform all monitoring of that Subcontractor in accordance with the Uniform Guidance.

C. Binding Effect

Except as otherwise provided in **§16.A**, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or

Docusign Envelope ID: 48D8260D-5BF3-4A42-A826-6378EC14DE84

other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

H. Digital Signatures

If any signatory signs this Agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

I. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the Colorado State Controller.

J. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.

K. External Terms and Conditions

Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Subrecipient's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

L. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of this Agreement.

M. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

N. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.*, C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the State imposes such taxes on Subrecipient. Subrecipient shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Subrecipient may wish to have in place in connection with this Agreement.

O. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in **§16.A**, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement, and do not create any rights for such third parties.

P. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or

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partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

Q. CORA Disclosure

To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

R. Standard and Manner of Performance

Subrecipient shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in Subrecipient's industry, trade, or profession.

S. Licenses, Permits, and Other Authorizations

i. Subrecipient shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or Subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

ii. Subrecipient, if a foreign corporation or other foreign entity transacting business in the State of Colorado, shall obtain prior to the Effective Date and maintain at all times during the term of this Agreement, at its sole expense, a certificate of authority to transact business in the State of Colorado and designate a registered agent in Colorado to accept service of process.

State of Colorado and designate a registered agent in Colorado to accept service of process.

T. Federal Provisions

Subrecipient shall comply with all applicable requirements of Exhibits C and D at all times during the term of this Agreement.

U. Accessibility

i. Subrecipient shall comply with and the Work Product provided under this Agreement shall be in compliance with all applicable provisions of §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by the Governor's Office of Information Technology (OIT), pursuant to Section §24-85-103 (2.5), C.R.S. Subrecipient shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

ii. The State may require Subrecipient's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Subrecipient's Work Product and software is in compliance with §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

17. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all agreements except where noted in italics.

A. **STATUTORY APPROVAL. §24-30-202(1), C.R.S.**

This Agreement shall not be valid until it has been approved by the Colorado State Controller or designee. If this Agreement is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S., then this Agreement shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. **FUND AVAILABILITY. §24-30-202(5.5), C.R.S.**

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

C. **GOVERNMENTAL IMMUNITY.**

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act,

Docusign Envelope ID: 48D8260D-5BF3-4A42-A826-6378EC14DE84

§24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. **INDEPENDENT CONTRACTOR.**

Subrecipient shall perform its duties hereunder as an independent contractor and not as an employee. Neither Subrecipient nor any agent or employee of Subrecipient shall be deemed to be an agent or employee of the State. Subrecipient shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Subrecipient and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Subrecipient or any of its agents or employees. Subrecipient shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Subrecipient shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents**.

E. **COMPLIANCE WITH LAW.**

Subrecipient shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. **CHOICE OF LAW, JURISDICTION, AND VENUE.**

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

G. **PROHIBITED TERMS.**

Any term included in this Agreement that requires the State to indemnify or hold Subrecipient harmless; requires the State to agree to binding arbitration; limits Subrecipient's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of §24-106-109, C.R.S.

H. **SOFTWARE PIRACY PROHIBITION.**

State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Subrecipient hereby certifies and warrants that, during the term of this Agreement and any extensions, Subrecipient has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Subrecipient is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. **EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.**

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Subrecipient has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Subrecipient's services and Subrecipient shall not employ any person having such known interests.

J. **VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.**

[*Not applicable to intergovernmental agreements*] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for

Docusign Envelope ID: 48D8260D-5BF3-4A42-A826-6378EC14DE84

debts owed to State agencies for: **(i)** unpaid child support debts or child support arrearages; **(ii)** unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, *et seq.*, C.R.S.; **(iii)** unpaid loans due to the Student Loan Division of the Department of Higher Education; **(iv)** amounts required to be paid to the Unemployment Compensation Fund; and **(v)** other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Subrecipient in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Subrecipient by deduction from subsequent payments under this Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Subrecipient, or by any other appropriate method for collecting debts owed to the State.

K. **PUBLIC CONTRACTS FOR SERVICES. §§8-17.5-101, *et seq*., C.R.S.**

[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services] Subrecipient certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify Program or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., Subrecipient shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a Subcontractor that fails to certify to Subrecipient that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Subrecipient **(i)** shall not use E-Verify Program or the program procedures of the Colorado Department of Labor and Employment ("Department Program") to undertake pre-employment screening of job applicants while this Agreement is being performed, **(ii)** shall notify the Subcontractor and the contracting State agency or institution of higher education within three days if Subrecipient has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Agreement, **(iii)** shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and **(iv)** shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to §8-17.5-102(5), C.R.S., by the Colorado Department of Labor and Employment. If Subrecipient participates in the Department program, Subrecipient shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Subrecipient has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Subrecipient fails to comply with any requirement of this provision or §§8-17.5-101, *et seq.*, C.R.S., the contracting State agency, institution of higher education or political subdivision may terminate this Agreement for breach and, if so terminated, Subrecipient shall be liable for damages.

L. **PUBLIC CONTRACTS WITH NATURAL PERSONS. §§24-76.5-101, *et seq*., C.R.S.**

Subrecipient, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that Subrecipient **(i)** is a citizen or otherwise lawfully present in the United States pursuant to federal law, **(ii)** shall comply with the provisions of §§24-76.5-101, *et seq.*, C.R.S., and **(iii)** has produced one form of identification required by §24-76.5-103, C.R.S., prior to the Effective Date of this Agreement.

Docusign Envelope ID: 48D8260D-5BF3-4A42-A826-6378EC14DE84

EXHIBIT A, STATEMENT OF WORK AND BUDGET

The work objectives presented below are effective from October 1, 2025, or the Agreement's Effective Date (whichever is later) to December 31, 2026.

INTRODUCTION

The Consolidated Planning Grant (CPG) Scope of Work for FFY-2026 is based on the PACOG adopted FY 2026-2027 Unified Planning Work Program (UPWP) that will be adopted by Resolution ….. on August 28, 2025.

Organization, Management & Funding

The general objectives of the FFY 2026-2027 UPWP are to:

1. Assist all participating agencies in achieving applicable comprehensive planning goals and in fulfilling the statutory requirements of FAST-Act and associated planning regulations adopted by the FHWA and FTA.
2. Assist all participating agencies in fulfilling their continuing responsibilities to the community including, but not limited to,

   a) Using the products of the transportation planning process as a major contribution to other comprehensive planning activities and providing the mechanisms for the continued integration of transportation planning with land use and other comprehensive planning.

   b) Updating and revising basic transportation planning, regional socioeconomic, environmental, land use, and transportation system operating data using applicable GIS or other technologies for these systems.

   c) Modifying developed plans and programs as warranted by changes in travel patterns or urban conditions and translating plans into action programs for project implementation.

3. Carry out specific transportation planning functions required for the continued certification of the Pueblo area urban transportation planning process including the biennial development and annual refinement of the UPWP, the annual development of the TIP, and updates to financial forecast to the Long-Range Transportation Plan (LRTP) to the horizon of 2045 as needed.

Docusign Envelope ID: 48D8260D-5BF3-4A42-A826-6378EC14DE84

SAM UEI : D57UDNFVRBL5, FHWA Award Date: 8/5/2025, CFDA: 20.205, FAIN#693JJ2240000Y450COSW03237

Funds Source	Federal	Local Match Cash	Local Match-In Kind	Total Funds
FY 2026 CPG Funds				
FY 2026 CPG Funds	$309,283	$64,292	$0	$373,575
Total Revenue for FY 2026	**$309,283**	**$64,292**	**$0**	**$373,575**

2.5% of the funds are required to be spent on Complete Streets activities, unless MPO receives federal approval to opt-out per IIJA Section 11206

Docusign Envelope ID: 48D8260D-5BF3-4A42-A826-6378EC14DE84

WORK ELEMENT 2610: PROGRAM ADMINISTRATION

Objective - To manage, support, improve, adapt, administer, and coordinate the cooperative, continuous, and comprehensive transportation planning process as required by IIJA.

1.1: AGREEMENTS AND BYLAWS

Activities:

- Complete and execute planning partner memorandum of understandings, as needed, to implement the transportation planning process.
- Update bylaws for Transportation Advisory Commission as needed.
- Amend and update PACOG bylaws as needed.
- Consolidate and update TAC Membership (freight, rail, other community partners)

1.2: UNIFIED PLANNING WORK PROGRAM

Activities:

- Prepare and submit a Mid-Year UPWP Progress Report.
- Complete year-end report for FY2025.
- Amend 2026 - 2027 UPWP as needed.
- Review and modify the format of the UPWP as needed.
- Prepare and conduct annual review with FHWA and FTA.

1.3: FINANCIAL, CONTRACT, AND GRANT MANAGEMENT

Activities:

- Track and manage monthly MPO reimbursements.
- Prepare MPO Budget for PACOG Board adoption.
- Manage MPO budget for accuracy and accountability.
- Prepare Sub-Delegation Budget and Appropriation Ordinances for City of Pueblo.
- Prepare for and participate in PACOG audit(s).
- Forecast 2050 LRTP expenses.
- Lead the call of projects process for appropriate funding sources.
- Track and manage other funding pools and grants allocated to the region.
- Track and manage consultant reimbursements.
- Procure, upgrade and/or maintain computer systems, software and equipment required to carry out an efficient and effective transportation planning process

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1.4: PROFESSIONAL DEVELOPMENT

Activities:

- Participate in statewide training, workshops, and symposiums hosted by CDOT/FHWA/FTA and other organizations to stay current with innovative planning practices.
- Participate in industry association meetings, workshops, and conferences such as Association for Metropolitan Planning Organization (AMPO), National Association of City Transportation Officials (NACTO), Safe Routes to School (SRTS), National Highway Institute, National Transit, and/or other official organizations that provide innovative and experienced transportation planning processes, procedures, or policy guidance.
- MPO staff to attend professional development training as necessary.

1.5: PUBLIC INVOLVEMENT ACTIVITIES

Activities:

- Utilize the Public Participation Plan to ensure there is effective public participation and outreach.
- Issue press releases and advisories related to transportation planning and projects in the region.
- Post notifications, resources, and public outreach opportunities on PACOG/MPO social media feeds, pacog.net, and Pueblo Chieftain.
- Provide educational materials and resources about transportation in

Pueblo County. 1.6: TITLE VI

Activities:

- Meet federal and state reporting requirements for Title VI and Americans with Disabilities Act (ADA).
- Process complaint forms and review all projects for Title VI/ADA

Compliance. 1.7: MPO MEETINGS

Activities:

- Prepare for and provide information to PACOG Board meetings.
- Prepare and conduct 10-12 TAC meetings annually.
- Prepare and publish TAC meeting minutes.
- Maintain TAC membership and directory lists.

Docusign Envelope ID: 48D8260D-5BF3-4A42-A826-6378EC14DE84

- Utilize PACOG Board and TAC feedback.
- Create subcommittees as needed.
- Assist in maintaining required materials as necessary for PACOG. (i.e. Agendas, Minutes, Financial Records, etc.).

1.8: TRANSPORTATION IMPROVEMENT PROGRAM

Activities:

- Ensure that all expected funding sources are accurately accounted for and programmed, consistent with policies to ensure adoption by PACOG, CDOT, and FHWA.
- Prepare, coordinate, and distribute required administrative modifications and amendments to the adopted TIP following a review of compliance/progress verification, along with submittal of corresponding request for inclusion in the State Transportation Improvement Program (STIP).
- Produce and distribute an annual list of projects obligated to the prior FFY within.
- Update and post project amendments to "TIP Tracker" on pacog.net.
- In accordance with state and federal requirements and policies, analyze the potential impacts on people, people's livelihood, and quality of life of proposed projects.

WORK ELEMENT 2620: DATA COLLECTION, ANALYSIS, AND MANAGEMENT

Objective – to develop and maintain data necessary for informed decision making relating to the MPO transportation system.

2.1: TRAFFIC COUNTING AND DATA MANAGEMENT

Activities:

- Collect, manage, and share traffic count data be used as a resource and tool for planning and projects and policy development.
- Collect, manage, and share bike/pedestrian counting on known routes and trails for planning, projects and policy development.
- Conduct before and after data collection of projects and/or policies to analyze effectiveness and performance measures.
- Update GIS Map.

Docusign Envelope ID: 48D8260D-5BF3-4A42-A826-6378EC14DE84

2.2: TRAFFIC CRASH MONITORING PROGRAM

Activities:

- Utilize and share crash data for planning and projects.
- Prepare Top 25 high crash locations and mitigation measures for PACOG Board, TAC, and other agencies for action.
- Develop summary reports and maps with crash data to assist planning partners in identifying potential safety improvement projects.
- Update MPO GIS Crash Map

2.3: REGIONAL PLANNING GIS (BROAD)

Activities:

- Update MPO Databases and GIS layers as information becomes available.
- Ensure PACOG ArcGIS maps are accessible to partner agencies and public.
- Update Regional Bicycle & Multi-Use Trail System with new, planned/proposed infrastructure.
- Develop and update the PACOG Vision Map to reflect changes to the future transportation network as modified by local, and county government actions.
- Create and print new Regional Bicycle & Multi-Use Trail System maps.

2.4: TRAVEL DEMAND MODEL

Activities:

- Run project scenarios based on projects identified in the 2050 LRTP and new developments.
- Update local transportation system data to reflect changes to the future transportation network as modified by local or county government actions.
- Supply CDOT with Data from Model runs that contain “Regionally Significant” projects
- Attend TransCAD training as needed.
- Provide Pueblo Planning Model (PPM) data to local agencies and developers, as requested.
- Utilize updated Land-use and population data for PPM.

Docusign Envelope ID: 48D8260D-5BF3-4A42-A826-6378EC14DE84

2.5: GENERAL DATABASE MANAGEMENT

Activities:

- Provide current transportation planning materials, data, and maps as requested by citizens and various agencies.
- Organize and maintain MPO files and folders.
- Maintain MPO website and ensure ADA compliance.

WORK ELEMENT 2630: REGIONAL AND MULTIMODAL PLANNING AND COORDINATION

Objective- Work collaboratively with local, state, and federal officials and agencies to help achieve established transportation goals and objectives.

3.1: REGIONAL TRANSPORTATION PLANNING

Activities:

- Develop and adopt 2050 Long Range Transportation Plan
- Monitor the approved 2050 LRTP and make amendments where significant changes have been identified.
- Review local plans for consistency with the LRTP.

3.2: COMPLETE STREETS

Activities:

- Plan and coordinate with regional stakeholders to develop safe streets for all users through a comprehensive Complete Streets Policy.
- Develop and support policies, plans, and projects for pedestrians, bicyclists, transit riders, micro-mobility users, freight delivery services, and motorists to have a safe, and accessible route to their destination.
- Provide an equitable and safe transportation network for travelers of all ages and abilities.
- Work with local agencies to update roadway standards and classifications that incorporate complete streets design and methods.
- Work with local agencies to identify processes and procedures to encourage and implement a complete street policy.
- Provide peer to peer training opportunities to encourage and implement complete streets policies
- Provide complete street resources to local agencies and stakeholders.

Docusign Envelope ID: 48D8260D-5BF3-4A42-A826-6378EC14DE84

3.3: ACTIVE TRANSPORTATION PLANNING & COORDINATION:

Activities:

- Update 2020 Bicycle and Pedestrian Master Plan.
- Participate and support bicycle transportation activities.
- Support active transportation infrastructure plans, projects, and policies.
- Plan and coordinate bicycle infrastructure connectivity and access with other jurisdictions, stakeholders, advocates, and developers.
- Improve access for non-motorized travel in areas where people are more dependent on walking and biking as a form of transportation.
- Coordinate with CDOT on On-system active transportation safety, connectivity, and access.
- Communicate and collaborate with Pueblo Active Community Environment (PACE) on bicycle and pedestrian plans, policies, and projects.

3.4: PUEBLO TRANSIT PLANNING AND COORDINATION:

Activities:

- Develop plans, projects, and policies that support Pueblo Transit's current and future system and operations.
- Assist with grant applications by providing data and background supporting information.
- Incorporate transit planning as a requirement when selecting projects for funding.
- Partner with Pueblo Transit to resolve transportation issues affecting Transit within the region.
- Provide Pueblo Transit
    - Support for route expansion studies and analysis
    - Increased Ridership modeling and analysis
    - National Transit Database data collection for federal reporting.
    - Route consolidation and expansion planning
    - Facility Cost Analysis
    - Support for Infrastructure improvements.
- Improve access and service for public transportation in areas where there is need.
- Support public transportation economic efficiency.
- Plan for demand-response service towards communities with higher concentrations of older adults and those with poor access to essential services.
- Ensure that transit-oriented development is equitable and sustainable.

Docusign Envelope ID: 48D8260D-5BF3-4A42-A826-6378EC14DE84

3.5: IMPLEMENTATION OF PERFORMANCE MEASURES & SAFETY

Activities:

- Amend and/or adopt new PACOG Safety Performance Measure (PM 1) targets.
- Utilize data to determine if PACOG's Safety performance measure targets are being met and provide report to board annually.
- Amend and/or adopt performance measures for infrastructure condition (PM2) and system performance (PM3) as needed to be consistent with state-wide measures.
- Report annually on goals of the established measures.
- Plan for safety of all road users through policies, plan, and projects.

3.6: RESILIENT FUTURE AND LAND USE PLANNING

Activities:

- Develop, implement, and support strategies that will provide for cleaner air.
- Complete Greenhouse Gas (GHG) Conformity Report as required by Colorado Revised Statutes §43-4-1103 and the Code of Colorado Regulations (2 CCR 601-22, Section 8.02.5.1 .
- Identify barriers to and opportunities for deployment of fueling and charging infrastructure.
- Evaluate opportunities to reduce single-occupancy vehicle trips.
- Implement planning and environmental linkages (PEL) as part of the transportation planning and environmental review process.
- Provide PEL resources and educational training to local jurisdictions.
- Create PEL methodologies for transportation planning in PACOG region.
- Identify transportation system vulnerabilities due to unforeseen impacts and evaluate potential solutions.
- Evaluate development impacts which may require amendments to the adopted Long Range Transportation Plan and/or Transportation Improvement Program.
- Review land use issues affecting the transportation system.

3.7: STATEWIDE TRANSPORTATION PLANNING

Activities:

- Regular participation in regional planning activities in cooperation with PACOG member entities.
- Regular attendance at State Transportation Advisory Committee (STAC) meetings.
- Attendance at Transportation Commission (TC) meetings if necessary to represent the interests of the PACOG MPO/TPR.

Docusign Envelope ID: 48D8260D-5BF3-4A42-A826-6378EC14DE84

- Participation and support the Southwest Chieftain North Front Range Passenger Rail Commission.
- Participation in joint or coordinated planning studies conducted cooperatively by the four Front Range MPOs.
- Regular participation in statewide committees for special studies that may have impacts in the PACOG MPO area, (i.e. Freight, Rail, Intracity transit).
- Coordinate with Federal Land Management Agency in the transportation planning and project programming process on infrastructure and connectivity needs related to access routes and other public roads and transportation services that connect to Federal lands.

WORK ELEMENT 2640 CONSULTATION SERVICES AND SPECIAL PROJECTS

Objective – This work element is developed as a placeholder for funding used for consultant's services to assist with planning activities that have been identified in the UPWP that MPO staff may need assistance with. CPG funding will be used for this work. The UPWP will be amended
should project scope fall outside of work identified in this document or the below examples. General consultant services may be used for Long Range Transportation Plan activities, traffic count program, Travel Demand Modeling, Pavement Condition Rating, Safety Action plans or Planning studies.

4.1: ON-CALL TRANSPORTATION TECHNICAL ASSISTANCE CONSULTANT

Activities:

- Adopt 2050 LRTP.
- Send out request for services to our two contracted On-Call Consultants, Bohannon Huston and Wilson & CO for any planning activities identified above using CPG funding.
- Aid on plans, reports, and/or studies that require computer simulation/visualization of corridors, projects, systems, or road networks as needed.
- Provide updated GIS data (shape files) to MPO such as:
    - New roadways
    - Proposed roadways
    - New trails/bike routes/bike lanes
- Roadway classifications

Docusign Envelope ID: 48D8260D-5BF3-4A42-A826-6378EC14DE84

4.2: CONSULTATION SERVICES

Activities:

- Release request for proposal for any planning activities identified above using CPG funding.
- Aid on plans, reports, and/or studies that require computer simulation/visualization of corridors, projects, systems, or road networks as needed.
- Provide updated GIS data (shape files) to MPO such as:
    - New roadways
    - Proposed roadways
    - New trails/bike routes/bike lanes
    - Roadway classifications
- Provide Pueblo Transit:
    - Transit Relocation and Equity Study.
    - Route expansion studies and analysis
    - Increased Ridership modeling and analysis
    - Route consolidation and expansion planning
    - Update 2017 Transit Plan
    - Infrastructure improvements.
- Provide Updates to Bicycle and Pedestrian Master Plan.
- Develop and create transportation safety campaigns for PACOG area.

Docusign Envelope ID: 48D8260D-5BF3-4A42-A826-6378EC14DE84

EXHIBIT B, SAMPLE OPTION LETTER

State Agency
Department of Transportation

Subrecipient
[Insert Subrecipient's Full Legal Name, including "Inc.", "LLC", etc.]

Current Agreement Maximum Amount

Initial Term
5310 Funds Maximum Amount

State Fiscal Year [20xx]	[$0.00]

Extension Terms

State Fiscal Year [20xx]	[$0.00]
State Fiscal Year [20xx]	[$0.00]
State Fiscal Year [20xx]	[$0.00]
State Fiscal Year [20xx]	[$0.00]
Local Funds	[$0.00]
Total for All Agreement Terms	[$0.00]

Option Letter Number
[Insert the Option Number (e.g. "1" for the first option)]

Original Agreement Number
[Insert CMS number or Other Contract Number of the Original Contract]

Option Agreement Number
[Insert CMS number or Other Contract Number of this Option]

Agreement Performance Beginning Date
[Month, Day, Year

Current Agreement Expiration Date
[Month, Day, Year]

1. **OPTIONS:**
   A. Option to extend for an Extension Term
2. **REQUIRED PROVISIONS:**
   A. **For use with Option 1(A):** In accordance with Section(s) 2.B/2.C of the Original Agreement referenced above, the State hereby exercises its option for an additional term/end of term extension, beginning Insert start date and ending on the current agreement expiration date shown above, at the rates stated in the Original Agreement, as amended.
3. **OPTION EFFECTIVE DATE:**
   A. The effective date of this Option Letter is upon approval of the State Controller or or [Enter date], whichever is later.

STATE OF COLORADO
Jared S. Polis, Governor
Department of Transportation
Shoshana M. Lew, Executive Director

_____
By: [Name & Title of Person Signing for Agency or IHE]
Date: _____

In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate.
STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By:_____
[Name of Agency or IHE Delegate-Please delete if agreement will be routed to OSC for approval]

Option Effective Date:_____

Docusign Envelope ID: 48D8260D-5BF3-4A42-A826-6378EC14DE84

EXHIBIT C, FEDERAL PROVISIONS

1. APPLICABILITY OF PROVISIONS.

1.1. The Grant to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.

1.2. The State of Colorado is accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with federal statutes, Award Terms and Conditions, Treasury's Final Rule, and reporting requirements, as applicable.

1.3. Additionally, any subrecipient that issues a subaward to another entity (2nd tier subrecipient), must hold the 2nd tier subrecipient accountable to these provisions and adhere to reporting requirements.

1.4. These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

2. DEFINITIONS.

2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.

2.1.1. "Award" means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.

2.1.2. "Entity" means:

2.1.2.1. a Non-Federal Entity;

2.1.2.2. a foreign public entity;

2.1.2.3. a foreign organization;

2.1.2.4. a non-profit organization;

2.1.2.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);

2.1.2.6. a foreign non-profit organization (only for 2 CFR part 170) only);

2.1.2.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or

2.1.2.8. a foreign for-profit organization (for 2 CFR part 170 only).

2.1.3. "Executive" means an officer, managing partner or any other employee in a management position.

2.1.4. "Expenditure Category (EC)" means the category of eligible uses as defined by the US Department of Treasury in "Appendix 1 of the Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.

Docusign Envelope ID: 48D8260D-5BF3-4A42-A826-6378EC14DE84

2.1.5. "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1

2.1.6. "Grant" means the Grant to which these Federal Provisions are attached.

2.1.7. "Grantee" means the party or parties identified as such in the Grant to which these Federal Provisions are attached.

2.1.8. "Non-Federal Entity means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.

2.1.9. "Nonprofit Organization" means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

2.1.9.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

2.1.9.2. Is not organized primarily for profit; and

2.1.9.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.

2.1.10. "OMB" means the Executive Office of the President, Office of Management and Budget.

2.1.11. "Pass-through Entity" means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.

2.1.12. "Prime Recipient" means the Colorado State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.

2.1.13. "Subaward" means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101. The term does not include payments to a Contractor or payments to an individual that is a beneficiary of a Federal program.

2.1.14. "Subrecipient" or "Subgrantee" means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term does not include an individual who is a beneficiary of a federal program. For SLFRF Grants, a subrecipient relationship continues to exist for Expenditure Category 6.1 Revenue Replacement.

Docusign Envelope ID: 48D8260D-5BF3-4A42-A826-6378EC14DE84

2.1.15. "System for Award Management (SAM)" means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at http://www.sam.gov. "Total Compensation" means the cash and noncash dollar value earned by an Executive during the Prime Recipient's or Subrecipient's preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a)) and includes the following:

2.1.15.1. Salary and bonus;

2.1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;

2.1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;

2.1.15.4. Change in present value of defined benefit and actuarial pension plans;

2.1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;

2.1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds $10,000.

2.1.16. "Transparency Act" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.

2.1.17. "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

2.1.18. "Unique Entity ID Number" means the Unique Entity ID established by the federal government for a Grantee at https://sam.gov/content/home

Docusign Envelope ID: 48D8260D-5BF3-4A42-A826-6378EC14DE84

3. COMPLIANCE.

3.1. Grantee shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado, at its discretion, may provide written notification to Grantee of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

3.2. Per US Treasury Final Award requirements, grantee programs or services must not include terms or conditions that undermine efforts to stop COVID-19 or discourage compliance with recommendations and CDC guidelines.

4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIQUE ENTITY ID SYSTEM (UEI) REQUIREMENTS.

4.1. SAM. Grantee shall maintain the currency of its information in SAM until the Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Grantee shall review and update SAM information at least annually.

4.2. UEI. Grantee shall provide its Unique Entity ID to its Prime Recipient, and shall update Grantee's information in SAM.gov at least annually.

5. TOTAL COMPENSATION.

5.1. Grantee shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:

5.1.1. The total Federal funding authorized to date under the Award is $30,000 or more; and

5.1.2. In the preceding fiscal year, Grantee received:

5.1.2.1. 80% or more of its annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.2. $30,000,000 or more in annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.3. 5.1.2.3 The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

Docusign Envelope ID: 48D8260D-5BF3-4A42-A826-6378EC14DE84

6. REPORTING.

6.1. If Grantee is a Subrecipient of the Award pursuant to the Transparency Act, Grantee shall report data elements to SAM and to the Prime Recipient as required in this Exhibit. No direct payment shall be made to Grantee for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Grant price. The reporting requirements in this Exhibit are based on guidance from the OMB, and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Grant and shall become part of Grantee's obligations under this Grant.

7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR FEDERAL REPORTING.

7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is $30,000 or more. If the initial Award is below $30,000 but subsequent Award modifications result in a total Award of $30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds $30,000. If the initial Award is $30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below $30,000, the Award shall continue to be subject to the reporting requirements. If the total award is below $30,000 no reporting required; if more than $30,000 and less than $50,000 then FFATA reporting is required; and, $50,000 and above SLFRF reporting is required.

7.2. The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. SUBRECIPIENT REPORTING REQUIREMENTS. [INTENTIONALLY DELETED]

9. PROCUREMENT STANDARDS.

9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.

9.2. Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, 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). The requirements of this section must be included in all subawards including all Agreements and purchase orders for work or products under this award.

Docusign Envelope ID: 48D8260D-5BF3-4A42-A826-6378EC14DE84

9.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10. ACCESS TO RECORDS.

10.1. A Subrecipient shall permit Prime Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

11. SINGLE AUDIT REQUIREMENTS.

11.1. If a Subrecipient expends $750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.

11.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

11.1.2. Exemption. If a Subrecipient expends less than $750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

Docusign Envelope ID: 48D8260D-5BF3-4A42-A826-6378EC14DE84

11.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

12. GRANT PROVISIONS FOR SUBRECIPIENT AGREEMENTS.

12.1. In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all Subcontractors entered into by it pursuant to this Grant.

12.1.1. [Applicable to federally assisted construction Agreements.] Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all Agreements that meet the definition of "federally assisted construction Agreement" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, Office of Federal Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor.

12.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).

12.1.3. Rights to Inventions Made Under a grant or agreement. If the Federal Award meets the definition of "funding agreement" under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into an Agreement with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Agreements and Cooperative Agreements," and any implementing regulations issued by the Federal Awarding Agency.

Docusign Envelope ID: 48D8260D-5BF3-4A42-A826-6378EC14DE84

12.1.4. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Agreements and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal awardees to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

12.1.5. Debarment and Suspension (Executive Orders 12549 and 12689). A Agreement award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in SAM, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

12.1.6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding $100,000 must 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 Agreement, grant or any other award covered by 31 U.S.C. 1352. Each tier must 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 non-Federal award.

12.1.7. Never Contract with the Enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing "Never Contract with the Enemy" in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered Agreements, grants and cooperative agreements that are expected to exceed $50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

12.1.8. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

Docusign Envelope ID: 48D8260D-5BF3-4A42-A826-6378EC14DE84

12.1.9. Title VI of the Civil Rights Act. The Subgrantee, Contractor, Subcontractor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S. C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CRF Part 22, and herein incorporated by reference and made part of this Agreement or agreement.

13. CERTIFICATIONS.

13.1. Subrecipient Certification. Subrecipient shall sign a "State of Colorado Agreement with Recipient of Federal Recovery Funds" Certification Form in Exhibit E and submit to State Agency with signed grant agreement.

13.2. Unless prohibited by Federal statutes or regulations, Prime Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR 200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

14. EXEMPTIONS.

14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.

14.2. A Grantee with gross income from all sources of less than $300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

15. EVENT OF DEFAULT AND TERMINATION.

15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of Colorado may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.

15.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:

Docusign Envelope ID: 48D8260D-5BF3-4A42-A826-6378EC14DE84

15.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;

15.2.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;

15.2.3. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;

15.2.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or

15.2.5. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

Docusign Envelope ID: 48D8260D-5BF3-4A42-A826-6378EC14DE84

EXHIBIT D, ADDITONAL PROGRAM REQUIREMENTS

A. Work

Per 23 CFR 420.111, SUBRECIPIENT shall complete the Work and other obligations as described herein and Exhibit A. Work performed prior to the Effective Date or after the Termination date shall not be considered part of the Work. SUBRECIPIENT shall take all reasonable steps to carry out alla ctivities desdribed and identified in the Statement of Work. The Statement shall include an estimation of anticipated benefits from each program submitted, a Budget, the activity purpose, objetives, major tasks, timeline of expected completion, and an Evaluation process to determine the success of each activity stated in Exhibit A. In addition, SUBRECIPIENT shall be responsible for:

1.) The initial design and implementation of its congestion mitigation and air quality program as outlined in the current TIP;
2.) Monitoring and Evaluating the program effectiveness;
3.) The promotion of congestion mitigation and air quality program(s) by employers;
4.) Submittal of an annual report to CDOT; and,
5.) Submitting annual results to CDOT.

B. Notice

SUBRECIPIENT shall not commence Work until the date specified by a written notice, which may be electronic, and shall complete the Work within the period specified in the Agreement unless the period or terms thereof are extended according to this Agreement.

C. Staff/Consultant Services

SUBRECIPIENT shall be responsible to select staff/consultant services in compliance with all applicable federal procurement requirements including 23 CFR 172 and 2 CFR 200. Any Request for Proposal (RFP) used by SUBRECIPIENT to secure consultant Services must be reviewed by CDOT before SUBRECIPIENT releases the RFP. CDOT shall have 15 calendar days from the date of receiving the RFP in which to return comments. Responses to CDOT's comments will be provided by SUBRECIPIENT within 15 calendar days of receipt of the comments. SUBRECIPIENT shall notify CDOT in writing before executing any Agreement for consultant Services which utilizes Grant funding.

D. Statement of Work and Budget Amendment

SUBRECIPIENT shall amend Exhibit A in accordance with the terms of this Agreement, when:

1.) Reallocating funds between budget line items in Exhibit A, as permitted pursuant to §5(E); and
2.) Adding or deleting activities listed in Exhibit A to reflect authorized budget line item reallocations permitted pursuant to §5(E).

If any changes to Exhibit A (i) require an increase or decrease to the maximum amount of this Subaward, (ii) change the term of the Agreement, or (iii) exceed the 24.99% threshold in §5(E) for any activity, the Parties must amend this Agreement prior to such change being effective.

E. Limited Availability of Funds

The amount of Federal Funds available to pay for the Work performed by Subrecipient in any one year is limited to the amount of the unused portion of the allocated funds, made available through 23 §USC 104 (b)(3) and (f) as amended, and 49 USC 5303 as amended.

F. Additional Funds Use

Federal Funds shall be used only to reimburse Subrecipient for eligible allowable costs incurred and Subrecipient shall be solely responsible for all costs incurred that are either not allowable or which exceed the funds available in the Agreement as identified herein and/or in the Exhibit A.

G. Billing, Reimbursement, and Allowable Costs

1.) **Reimbursement**

The Parties hereto exprssly recognize that the Subrecipient is to be paid, reimbursed, or otherwise compensated with the funds provided to CDOT by the U.S. Department of Transportation for the purpose of completing the Work and therefore, the Subrecipient expressly understands and agrees that all its rights, demands, and claims to compensation arising under this Agreement are contingent upon receipt of such funds by CDOT.

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2.) **Allowable Costs**
CDOT shall not be obligated to use State funds under this Agreement. CDOT's use of Federal Fnds shall be to reimburse Subrecipient for allowable costs incurred by Subrecipient, as defined in this Agreement. Subrecipient shall be solely responsible for all costs incurred which are not allowable or which exceed the funds available in the Agreement.

H. Allowable and Indirect Costs
Allowable and indirect costs may include but are not limited to those listed in 2 CFR 200, or State Fiscal Rule 2-7: "Official Functions and Training Functions," whichever may apply. However, such costs shall be limited to those costs determined by the CDOT as necessary to directly carry out the Work for this Agreement. In determining the amount of allowable costs, CDOT will exclude:

a) Any costs incurred by the Subrecipient before the execution of the Agreement.
b) Any costs incurred by the Subrecipient that are not included in **Exhibit A**.
c) Any cost incurred by the Subrecipient after the termination date of this Agreement as amended.
d) Memberships, subscriptions, and professional activities, which do not meet the following requirements:
(1). Costs of membership in civic and community, social organizations are allowable as a direct cost with the approval of the federal-awarding agency;
(2). Costs of subscriptions to business, professional, and technical periodicals;
(3). Costs of meetings, conferences, and conventions where the primary purpose is the dissemination of technical information, including meals, transportation, rental of meeting facilities, and other incidental costs; or
(4). Costs of memberships in business, technical, and professional organizations. However, costs of membership in organizations substantially engaged in lobbying are not allowed and thus unallowable.
e) Official Function Expenditures (as defined by Rule 2-7 of the Colorado State Fiscal Rules), which do not qualify as a meeting, conference, meal or other function that is hosted by the MPO or Subrecipient staff and attended by guests and/or other MPO or Subrecipient personnel and held for official MPO or Subrecipient business. Expenditures incurred fo rofficial functions shall be approved bythe responsible MPO or Subrecipient official.

I. Disallow Costs
CDOT has the right to disallow any costs incurred by the Subrecipient, which are not consistent with this Agreement, or on any activity not in compliance with the authorized Work.

J. Reimbursement Waiver
Subrecipient agrees that reimbursement of any cost under this Agreement does not constitute a final CDOT decision about the allowability of the costs and does not constitute a waiver of any violation by Subrecipient of the terms of this Agreement.

K. Certification
Upon submitting request for reimbursement, the designated representative of the Subrecipient has certified that:

a) The costs are allowable, and therefore reimburseable;
b) The expenditure amount for that time period is correct;
c) The agreed upon Work has been performed and/or Work Product has been produced;
d) All Requests for Proposals and/or Requests for Qualifications have been forwarded to CDOT for review and comment; and
e) Reimbursements are being requested in accordance with the terms of this Agreement.

L. Expenditures
Along with the form requesting reimbursement, the Subrecipient shall include expenditures of Federal Funds for Work. The information shall contain:

i. Budgetted amount;
ii. Expenditures for current billing cycle and year-to-date;
iii. Unexpended balance after current cycle;
iv. Percent expended year-to-date; and
v. Copies of Subcontractors invoices, if applicable.

Docusign Envelope ID: 48D8260D-5BF3-4A42-A826-6378EC14DE84

M. Invoice

CDOT shall pay the Subrecipient's voucher for expenditures incurred in performance of Work, up to the maximum amount described in §7, and elsewhere in this Agreement, subject to conditions specified herein, within 30 days of receipt.

N. Final Report

Within 30 days after the end of the Program period, SUBRECIPIENT will provide to CDOT a final accomplishment report of the activities performed under this Agreement for the completed fiscal year. It shall include, but not be limited to:

1.) Final accompishments by activities; and
2.) Status of uncompleted products; and
3.) Accomplishment of performance measures; and
4.) Actual expenditures for the Program Period.

O. Reporting Guidance

Reporting made for the purpose of this Agreement and its activities shall be done in accordance with 23 CFR Part 420.117, 450 and 2 CFR 200, and any supporting sections or amendments. The provisions of this paragraph do not constitute a waiver of legal and administrative appeals available to SUBRECIPIENT or the State.

P. Monitoring

In accordance with 2 CFR 200 and other applicable standards, the State will monitor all the activities conducted by SUBRECIPIENT pursuant to the terms of this Agreement to assure that the Project is being performed consistent with supporting federal laws and regulations, as amended, to enable the preparation and submission of appropriate reports that will contain at a minimum:

1.) Comparison of actual performance with established goals during the program and once the program is complete;
2.) Progress in meeting schedules;
3.) Comparison of budgeted (approved) amounts and actual costs incurred;
4.) Cost variances to budget;
5.) Approved program revisions; and
6.) Other supporting data.

Q. Performance, Progress, Personnel, and Funds

In responding to these requirements, CDOT will utilize the following steps and procedures to ensure that assigned responsibilities are carried out:

1.) **Monitoring Documents**
CDOT will use the current Statement of Work, and supporting documents, in reviewing the progress being made by SUBRECIPIENT to meet the commitments in this Agreement. The Statement of Work must include all activities, deliverables, and performance measures, and Budgets committed to by SUBRECIPIENT.

2.) **Monitoring Meetings**
Meetings between CDOT and SUBRECIPIENT representatives will be conducted at CDOT's discretion for the purpose of reviewing progress, resurce allocations, and billings.

3.) **Progress and Financial Reports**
CDOT will prepare and submit progress and financial reports to the appropriate federal agencies.

R. Noncompliance

Any Product that SUBRECIPIENT has committed to in the Statement of Work not produced and justification not provided in a timely manner in accordance with this agreement, may result in the delay of payment of funds and/or termination as provided under this Agreement. Along with the terms of this Agreement and in accordance with 2 CFR 200, the following steps will be implemented by CDOT:

1.) CDOT representative will meet with SUBRECIPIENT representative to discuss performance.
2.) The CDOT representative will report the progress to the Division of Transportation Development Director.
3.) The Director will issue a decision as to whether performance is satisfactory or unsatisfactory. If performance was determined to have been unsatisfactory, CDOT shall determine if a reduction in allocation is appropriate. SUBRECIPIENT will be notified of any decisions made by CDOT.

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S. Additional Requirements for Rights in Data, Documents, and Computer Software

Whenever possible, published material shall acknowledge the financial participation of CDOT and/or the FHWA and other agencies contributing funding to the Work Product. Any published material acknowledging the contribution of the FHWA shall include the federal disclaimer statement: "FUNDED BY THE FHWA". Published materials include any non-internal documents, reports, maps, photographs, computer software, or like materials that are intended to be viewed by those outside of CDOT, and Subrecipient.

Patents: In addition to the standard patent rights clauses of 37 CFR §401 et. al, and other applicable laws and regulations, CDOT, Subrecipient, and either party's subrecipients are subject to the provisions of 37 CFR part 401, governing patents and inventions whereby "The Subcontractor or Subrecipient will retain all rights provided for the State in this clause, and the State will not, as part of the consideration for awarding the subaward or Agreement, obtain rights in the Subcontractor's or Subrecipient 's subject inventions."

T. 2 CFR 200 Subpart F

In accordance with the provisions of 2 CFR 200: "Audits of States, Local Governments, and Nonprofit Organizations", all nonfederal entities including state and local government and non-profit organizations, receiving more than $750,000 from all federal financial assistance funding sources, shall comply with the audit requirements of 2 CFR 200. Compliance with 2 CFR 200is required in the following manner:

a) If the Subcontractor expends less than $750,000 in Federal funds (all federal sources, not just Highway funds) in its fiscal year then this requirement does not apply.

b) If the Subcontractor expends more than $750,000 in Federal funds, but only received federal Highway funds (Catalog of Federal Domestic Assistance, CFDA 20.205) then a program specific audit shall be performed. This audit will examine the "financial" procedures and processes for this program area.

c) If the Subcontractor expends more than $750,000 in federal funds, and the federal funds are from multiple sources (FTA, HUD, NPS, etc.) then the Single Audit Act applies, which is an audit on the entire organization/entity.

d) Single Audit can only be conducted by an independent auditor in accordance with generally accepted government auditing standards covering financial audits (2 CFR 200). An audit is an allowable direct or indirect cost.

U. Final Audit Report

If an audit is performed on Subrecipient's records for any fiscal year covering a portion of the term of this Agreement, Subrecipient shall submit a copy of the final audit report to CDOT or its principal representative at the address specified herein.

Docusign Envelope ID: 48D8260D-5BF3-4A42-A826-6378EC14DE84

EXHIBIT E, TITLE VI – CIVIL RIGHTS

Nondiscrimination Requirements

Subrecipient shall not exclude from participation in, deny the benefits of, or subject to discrimination any person in the United States on the ground of race, color, national origin, sex, age or disability.

Subrecipient shall abide by all applicable federal and state nondiscrimination laws and regulations, including but not limited to, Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq.; The Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28; 49 CFR Part 21: Nondiscrimination in Federally-Assisted Programs of the Department of Transportation; 23 CFR Part 200: Title VI Program and Related Statutes - Implementation and Review Procedures; Title II of the Americans with Disabilities Act of 1990, 42 U.S.C §§12101 - 12213; Rehabilitation Act of 1973 § 504, 29 U.S.C § 794; 49 CFR Part 27: Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Assistance; 28 CFR Part 35: Nondiscrimination on the Basis of Disability in State and Local Government Services; 49 CFR Part 28: Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

As a condition of federal financial assistance, Subrecipient shall develop and maintain a Title VI Program in accordance with the "Requirements for FHWA Subrecipients" set forth in CDOT's Title VI Program Plan. Subrecipient shall also facilitate compliance with Executive Order 12898 and DOT Order 5610.2(a) by incorporating the principles of environmental justice in planning, project development and public outreach in accordance with applicable CDOT and FHWA guidance.

In any contract utilizing federal funds, land, or other federal aid, Subrecipient shall require the federal-aid recipient or contractor to provide a statement of written assurance that they will comply with Section 504 and not discriminate on the basis of disability. Subrecipient shall develop and maintain an ADA Program in accordance with 28 CFR Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services and any other requirements established by CDOT for FHWA subrecipients.

Disadvantaged Business Enterprise Requirements

The requirements of 49 CFR Part 26 and CDOT's DOT-approved DBE program are incorporated by reference into this agreement. Subrecipient shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Subrecipient shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted Agreement. Failure by Subrecipient to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as CDOT deems appropriate. Subrecipient must include this assurance in all DOT-assisted contracts.

Prompt Payment

Subrecipient shall require that all contractors pay subcontractors for satisfactory performance of work no later than 30 days after the receipt of payment for that work from the contractor. If Subrecipient allows contractors to withhold retainage from subcontractors, retainage shall be released within 30 days from the date the work is satisfactorily completed.

RESOLUTION NO. 25-019

A RESOLUTION ADOPTING THE UNIFIED PLANNING WORK PROGRAM (UPWP) FOR FEDERAL FISCAL YEARS (FFY) 2026 AND 2027 FOR THE PUEBLO AREA COUNCIL OF GOVERNMENTS (PACOG) AS THE DESIGNATED METROPOLITAN PLANNING ORGANIZATION (MPO) FOR THE PUEBLO URBAN AREA IN COMPLIANCE WITH 23 USC 134, 49 USC 5303, 23 CFR 450 AND 500, AND 49 CFR 613; AND AUTHORIZING AND DIRECTING THE CITY OF PUEBLO IN ACCORDANCE WITH THE PACOG AND CITY OF PUEBLO DELEGATION AGREEMENT DATED DECEMBER 12, 2024 TO ADMINISTER AND IMPLEMENT THIS UPWP IN ACCORDANCE WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS

WHEREAS, the Pueblo Area Council of Governments (PACOG) is the recognized Metropolitan Planning Organization (MPO) for the Pueblo area as designated by the Governor of Colorado in accordance with 23 U.S.C. 134(b); and

WHEREAS, PACOG has developed an annual Unified Planning Work Program (UPWP) and budgets for the Federal Fiscal Years (FFY) 2026 and 2027 in compliance with the requirements of 23 USC 134, 49 USC 5303, 23 CFR 450 and 500, and 49 CFR 613 Act; and

WHEREAS, the FFY 2026-2027 UPWP was developed through local collaboration with comments and recommendations from the state and federal funding agencies; and

WHEREAS, the UPWP reflects the priorities, scope of work, and level of effort required for all of the agencies responsible for regional transportation planning for FFY 2026-2027.

NOW, THEREFORE, BE IT RESOLVED BY THE PUEBLO AREA COUNCIL OF GOVERNMENTS that:

SECTION 1:

The PACOG Unified Planning Work Program for Fiscal Year 2026-2027 is hereby approved and adopted.

SECTION 2:

The PACOG Board hereby authorizes and directs the City of Pueblo in accordance with the PACOG and City of Pueblo Delegation Agreement dated December 12th, 2024 to administer and implement this UPWP in accordance with all applicable federal, state, and local laws and regulations.

SECTION 3:

This resolution shall become effective immediately upon passage and approval.

PASSED AND ADOPTED this 28th day of August 2025 by the PACOG Board.

Chairperson, Pueblo Area Council of Governments

ATTEST:

PACOG Recording Secretary

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City Clerk's Office Item # S2

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: December 22, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Eva Cosyleon, MPO Manager

SUBJECT: AN ORDINANCE APPROVING A DELEGATION AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE PUEBLO AREA COUNCIL OF GOVERNMENTS (PACOG) FOR 2026 TRANSPORTATION PLANNING SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance approves the annual delegation agreement between Pueblo Area Council of Governments (PACOG) and the City of Pueblo for Transportation Planning Services from January 1, 2026 to December 31, 2026 as specified in the approved Fiscal Year (FY) 2026-27 Amended Unified Planning Work Program (UPWP).

PREVIOUS COUNCIL ACTION:

The City is currently operating under the 2025 delegation agreement between PACOG and the City of Pueblo approved by Ordinance 10861, December 26,2024.

BACKGROUND:

This Ordinance approves the annual delegation agreement for Transportation Planning Services between PACOG and the City of Pueblo. The agreement establishes the responsibilities of the City of Pueblo and PACOG for the implementation of the tasks in the FY 2026 UPWP, adopted by PACOG Resolution 25-019 on August 28, 2025.

FINANCIAL IMPLICATIONS:

PACOG will reimburse the City up to $759,163.14 Consolidated Planning Grant Funds, which includes all estimated federal and local carryover funds from previous fiscal years. The City Finance Department will expend staff time to prepare and submit monthly financial reports for reimbursement of City transportation planning expenditures.

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BOARD/COMMISSION RECOMMENDATION:

The 2026 Delegation Agreement was approved by the PACOG Board by unanimous consent at their August meeting.

STAKEHOLDER PROCESS:

Not Applicable.

ALTERNATIVES:

If City Council does not approve this Ordinance, PACOG will look at other options for the operation of the PACOG Metropolitan Planning Organization which is responsible for transportation planning for the Pueblo Urbanized Planning Area and the Pueblo Rural Transportation Planning Region.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. 2026 Delegation Agreement (signed by PACOG only)

Docusign Envelope ID: AD994D31-1AA7-420E-814B-AB7AC698B1C2

ORDINANCE NO. 11092

AN ORDINANCE APPROVING A DELEGATION AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE PUEBLO AREA COUNCIL OF GOVERNMENTS (PACOG) FOR 2026 TRANSPORTATION PLANNING SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

The Agreement for Transportation Planning Services effective January 1, 2026, between the Pueblo Area Council of Governments (PACOG) and the City of Pueblo, a Municipal Corporation, to provide transportation and planning services, 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 said Agreement on behalf of Pueblo, a Municipal Corporation, and the City Clerk shall affix the seal of the City thereto and attest to the same.

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 immediately upon final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on December 08, 2025.

Final adoption of Ordinance by City Council on December 22, 2025.

DocuSigned by:
Mark Aliff
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President of City Council

Docusign Envelope ID: AD994D31-1AA7-420E-814B-AB7AC698B1C2

Action by the Mayor:

☒ Approved on 12/23/2025.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
Heather Graham
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Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

Signed by:
Vincent Petkosek
330F90D300E24F8...
Deputy City Clerk

DELEGATION AGREEMENT FOR TRANSPORTATION PLANNING AND IMPROVEMENT SERVICES FOR 2026 CALENDAR YEAR

THIS DELEGATION AGREEMENT FOR TRANSPORTATION PLANNING AND IMPROVEMENT SERVICES ("**Agreement**") is made and entered into effective the 1st day of January 2026, by and between the Pueblo Area Council of Governments ("**PACOG**"), the City of Pueblo, a Colorado municipal corporation, ("**City**") (individually "**Party**" and collectively "**Parties**").

WITNESSETH:

WHEREAS, PACOG serves as the Metropolitan Planning Organization ("**MPO**") for the Pueblo Urban Area, and the Transportation Planning Region ("**TPR**") for all of Pueblo County, Colorado;

WHEREAS, PACOG is eligible to receive funds to perform the work tasks for these activities and has entered one or more agreements with the State of Colorado and/or the U.S. Department of Transportation for transportation planning and improvement projects whereby funding may be made available to PACOG under provisions of said agreements, and statutes, laws and regulations referenced in said agreements;

WHEREAS, City has the authority, capacity, and ability to undertake such transportation planning and improvement projects; and

WHEREAS, PACOG desires to contract with City to provide services, activities, and project execution required of PACOG under the aforesaid agreements through the City of Pueblo Urban Transportation Planning Division ("UTPD"), and others.

NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions set forth herein, the parties hereto do mutually agree as follows:

1. WORK TASKS; RESPONSIBILITIES OF CITY

(a) City agrees to satisfactorily perform and complete, using its own employees, employees of Pueblo County ("County") or such consultants or contractors selected by PACOG in accordance with the regulations and policies of the Colorado Department of Transportation ("CDOT") and the Federal Highway Administration ("FHWA"), the planning services and items of work, and furnish all labor and materials encompassed within or reasonably necessary to accomplish the tasks and functions described in the Federal Fiscal Years (FFY) 2026-2027 Unified Planning Work Program adopted by PACOG Resolution 25-019 August 28, 2025, incorporated herein by reference, in full compliance with all provisions of this Agreement.

(b) City is authorized to have pre-approved staff from County work mutually with City staff, and consultants to complete work for services, activities, and project execution required of PACOG as identified in the Scope of Work included as Appendix A attached hereto

and incorporated herein by this reference.

City represents that it: (I) has the requisite authority and capacity to perform the services and work contemplated in the FFY 2026-2027 UPWP, as approved, and; (ii) that it is a home rule city and political subdivision of the State of Colorado; (iii) that it is fully aware of and understand its duty to perform all functions and services in accordance with the regulatory requirements set forth in 23 C.F.R. Parts 420 and 450 and 49 C.F.R. Part 18 and those identified in the Memorandum of Agreement ("MOA") adopted by PACOG on October 26, 2023, and incorporated herein by reference, in full compliance with all the provisions of this Agreement.

2. RESPONSIBILTIES OF PACOG

PACOG shall designate a representative who will be authorized to make all necessary decisions required of PACOG on behalf of PACOG in connection with the performance of this Agreement and the disbursement of funds in connection with the program. In the absence of such a designation, the Mayor of the City and the County's Attorney, acting jointly, shall be deemed as PACOG's authorized representative.

3. CITY'S COMPENSATION AND METHOD OF PAYMENT

(a) PACOG will pay to City, an amount up to that specified in subparagraph (d) of this paragraph as full compensation for all services and work to be performed or undertaken by City under this Agreement, which is within the FFY 2026-2027 UPWP, as approved. Payment of funds to City are subject to the following requirements, which shall be conditions precedent to payment: (I) that City staff time has been expended for eligible activities or City has obligated or expended funds for eligible approved expenditures, (ii) that City is not in default of any material provisions of this Agreement nor applicable law or regulation, (iii) that City has submitted requests for payment or reimbursement detailing the eligible payment or reimbursement items, (iv) that, if required by the terms or conditions of an applicable financial assistance agreement, City has certified with each payment or reimbursement request compliance with the requirements identified in the MOA and that all staff time and obligations or expenditures for which payment is sought were made for and in furtherance of an approved project or work and are an eligible use of assistance under the law and regulations applicable to such assistance, and (v) that PACOG has timely received from CDOT and local agency matches sufficient funds to make the payment or reimbursement hereunder.

(b) Payment hereunder is also subject to and may only be disbursed in accordance with applicable regulations including but not limited to those contained in the MOA and those set forth in 49 C.F.R. Part 18, as presently promulgated and as same may be revised from time to time in the future, all other terms of this Agreement, and any special provisions in the FFY 2026-2027 UPWP.

(c) Expenses for pre-approved County staff time and other eligible reimbursable expenses shall be paid to the County following the submittal and approval of invoices detailing the eligible reimbursement items.

(d) PACOG shall pay to City for services covered by the FFY 2026-2027 UPWP, as approved a sum not to exceed the amounts identified in the FFY 2025 PACOG budget ($861,957) and/or rates set forth in those documents as incorporated herein by reference and as may be amended in writing, in full compliance with all the provisions of this Agreement.

In the event PACOG requests or authorizes work beyond or in addition to that set forth in the FFY 2026-2027 UPWP, as approved, PACOG shall pay additional compensation to the City. The amount of such additional compensation shall be negotiated, but in the event the parties fail to negotiate or are unable to agree regarding compensation, City shall be compensated for staff time and its costs at the rates set forth in paragraph (d) above, and for the work of subcontractors and consultants in an amount equal to the reasonable actual cost to City.

4. TERM OF AGREEMENT.

The term of this Agreement shall be from January 1, 2026, to December 31, 2026, unless sooner terminated as herein provided.

5. TERMINATION OF AGREEMENT.

(a) For Cause. This Agreement may be terminated by PACOG for cause, including any nonperformance by City, upon thirty (30) days written notice to City including a statement of the reasons therefore, and after an opportunity for a hearing has been afforded. If a hearing is requested, it shall be held before the PACOG's governing body at a regular or special meeting of same whose decision shall be final. The determination of the PACOG as to the cause of termination and the appropriateness thereof shall be final and binding upon both PACOG and the City. Cause for termination shall mean any material failure by City to comply with any term of this Agreement.

(b) For Convenience. This Agreement may be terminated for convenience in accordance with the provisions of 49 C.F.R. § 18.44. This Agreement shall automatically terminate at the end of its term as well as in the event of any suspension, reduction, or non-receipt of the financial assistance or State or Federal grant funds by PACOG.

(c) Post Termination Procedures. In the event of termination, City shall cease further work and City shall be entitled to receive just and equitable compensation for satisfactory work performed through the date of termination for which compensation has not previously been paid nor reimbursement made.

6. ASSIGNABILITY.

This Agreement shall not be assigned or transferred by either party without the prior written consent of the other party. Any assignment or attempted assignment made in violation of this provision shall, at the non-assigning party's election, be deemed void and of no effect whatsoever.

7. CONFLICT OF INTEREST.

City certifies that neither it nor any members of its City Council, officers, or employees has or will derive any personal or financial interest or benefit from the activity or activities assisted pursuant to this Agreement, nor has an interest in any contract, subcontract or agreement with respect thereto, nor the proceeds thereunder, either for themselves or for those with whom they have family or business ties, during their tenure and for one year thereafter. City shall avoid all conflicts of interest which are prohibited by applicable federal regulations, if any, including but not limited to those set forth in 49 C.F.R. § 18.36(b)(3) as presently promulgated and as same may be revised from time to time in the future.

8. CITY RECORDS.

City shall maintain records as to services provided, reimbursable expenses incurred in performing the Work Tasks, and complete accounting records. Accounting records shall be kept on a generally recognized accounting basis and as requested by PACOG's auditor and acceptable to CDOT and FHWA. City agrees to comply with all applicable uniform administrative requirements described or referenced in applicable state or federal regulations, including those set forth in the MOA as a part of this Agreement. PACOG, CDOT, the Comptroller General of the United States, the Inspector General of the U.S. Department of Transportation, and any of their authorized representatives, shall have the right to inspect and copy, during reasonable business hours, all books, documents, papers, electronic media, and records of City which relate to this Agreement for the purpose of making an audit or examination. Upon completion of the work and end of the term of this Agreement, the PACOG may require that a copy of all of City's financial records relating to this Agreement to be turned over to PACOG.

9. MONITORING AND EVALUATION.

PACOG shall have the right to monitor and evaluate the progress and performance of City to assure that the terms of this Agreement are being satisfactorily fulfilled in accordance with CDOT's, FHWA's, FTA's, PACOG's and other applicable monitoring and evaluation criteria and standards. PACOG may quarterly review City performance using on-site visits, progress reports required to be submitted by City, audit findings, disbursement transactions and contact with City as necessary. If requested, the City shall furnish to the PACOG periodic but not less frequently than quarterly program and financial reports of its activities in such form and manner as may be requested by the PACOG. City shall fully cooperate with PACOG relating to such monitoring and evaluation.

10. CITY FILES AND INFORMATION REPORTS.

City shall maintain files, including electronic media, containing information which shall

clearly document all activities performed in conjunction with this Agreement, including, but not limited to, financial transactions, conformance with assurances, activity reports, and program income, if any. These records shall be retained by City for a period of three (3) years after the completion of the Work Tasks.

11. INDEPENDENCE OF CITY.

Nothing herein contained nor the relationship of the Parties, which relationship is expressly declared to be that of an independent contractor, shall make or be construed to make City or any of City's agents or employees the agents or employees of the PACOG. City shall be solely and entirely responsible for its acts and the acts of its agents, employees and subcontractors.

12. LIABILITY: INSURANCE.

As to PACOG, City agrees to assume the risk of all personal injury, including death and bodily injury, and damage to and destruction of property, including the loss of use therefrom, caused by or sustained, in whole or in part, in conjunction with or arising out of the performance or nonperformance of this Agreement by City or by the conditions created thereby; provided, however, that nothing in this paragraph is intended, nor should it be construed, to create or extend any right, claims or benefits or assume any liability for or on behalf of any third party, or to waive any immunities or limitations otherwise conferred under of by virtue of federal or state law, including but not limited to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq., City shall provide insurance on its employees complying with the requirements of State law.

13. SPECIAL REQUIREMENTS APPLICABLE TO IMPROVEMENTS TO PROPERTY.

(a) In addition to all procurement requirements otherwise applicable to City pursuant to any other provision of this Agreement or pursuant to any Requirement of law or regulation incorporated in this Agreement by reference, if any portion of the funds provided to City under this Agreement are to be used for making improvements to real property, including new construction, rehabilitation, or remodeling, then in such event City shall comply with all requirements of this Paragraph 13.

(b) No improvements shall be undertaken to real property with funds (or reimbursement) provided hereunder unless and until: (I) plans and specifications therefore have been prepared by either a registered Professional Engineer in good standing and duly licensed to practice in the State of Colorado or an Architect duly licensed and authorized to conduct a practice of architecture in the State of Colorado; and (ii) all construction contracts for improvements for which payment is sought from PACOG shall have been awarded only after an open, competitive bidding process which allows qualified contractors to reasonably participate.

(c) If this Paragraph 13 is applicable, no disbursement of funds to City shall be made by PACOG hereunder unless and until all conditions precedent to payment specified elsewhere in this Agreement have been satisfied and City files with PACOG's designated representative a written request for payment signed by an architect, engineer, or an officer of City that certifies (I) that the amounts included in the request for payment have not been included in any prior request for payment, and (ii) that the improvements listed therein for which payment is sought have been completed in accordance with the approved plans and specifications therefor.

(d) In every contract for construction of improvements for which payment or reimbursement from PACOG is to be provided under this Agreement, City shall include a contract clause or clauses, requiring the contractor, and all of the contractor's subcontracts of all tiers, to comply with the applicable requirements of the Davis-Bacon Act and implementing regulations, and to pay all laborers and mechanics engaged in work upon the improvements at the prevailing wage rates for such work as determined by the U.S. Department of Labor.

14. EQUAL EMPLOYMENT OPPORTUNITY.

In connection with the performance of this Agreement, City shall comply with the provisions of Title VI of the Civil Rights Act of 1964 and the Title VI assurance executed by PACOG and the State of Colorado under 23 U.S.C. § 324 and 29 U.S.C. § 794 and the provisions of the Americans with Disabilities Act of 1990 (Pub. L. 101-336, 104 Stat. 327, as amended) and the U.S. DOT implementing regulations (49 C.F.R. § 27.37 and .38) as certified in the FY 2026-2027 UPWP.

15. ENTIRE AGREEMENT; AMENDMENTS.

The provisions set forth in this Agreement, and all documents as incorporated herein by reference, in full compliance with all the provisions of this Agreement, constitute the entire and complete agreement of the parties hereto and supersede all prior written and oral agreements, understandings or representations related thereto. No amendment or modification of this Agreement, and no waiver of any provision of this Agreement, shall be binding unless made in writing and executed by the duly authorized officers of the Parties.

16. SIGNATURES.

The persons signing this Agreement on behalf of each party represent and warrant that such persons and their respective party have the requisite power and authority to enter, execute and deliver this Agreement and this Agreement is a valid and legally binding obligation of such party enforceable against it in accordance with its terms.

[SIGNATURE PAGE AND APPENDIXES FOLLOWS]

IN WITNESS, WHEREOF, CITY Parties have executed this Agreement effective as of the date first above written and under the laws of the State of Colorado.

ATTEST:

By _____
Secretary

PUEBLO AREA COUNCIL OF GOVERNMENTS

By _____
Chairperson

ATTEST:

By _____
City Clerk

CITY OF PUEBLO

By _____
Mayor, Heather Graham

APPROVED AS TO FORM:
Department of Law, City of Pueblo:

By _____
City Attorney

APPENDIX A

SCOPE OF WORK

CITY is authorized to pre-approved staff from COUNTY to work mutually with CITY staff, and consultants to complete work for transportation planning services, activities, and project execution required of PACOG for planning services and items of work including all labor and materials encompassed within or reasonably necessary to accomplish the assigned tasks and functions described in the FY 2026-2027 Unified Planning Work Program adopted by PACOG Resolution 25-019 on August 28,2025.

PROFESSIONAL FEE SCHEDULE

CITY shall compensate the COUNTY for the Scope of Services, approved by CITY, in accordance with paragraph 3.C. above, in the following manner:

1. An hourly fee comprised of the employee's hourly rate and benefits, excluding administrative and overhead charges, for the completion of approved work documented and approved from invoices submitted by COUNTY.

2. Reimbursement of qualifying additional expenses authorized for the satisfactory performance and completion, of the planning services and items of work in accordance with the regulations and policies of the Colorado Department of Transportation (CDOT) and the Federal Highway Administration (FHWA), encompassed within or reasonably necessary to accomplish the tasks and functions described in the FY 2026-2027 UPWP, as adopted by PACOG Resolution 25-019 on August 28, 2025.

3. The Scope of Work for COUNTY staff that is subject to approval by CITY shall be specifically for eligible transportation planning activities that include work tasks the following tasks identified in the FY 2026-2027 UPWP:

i) Initiate discussions with MPO stakeholders regarding the creation of a Pueblo Regional Transportation Authority {RTA) or other dedicated funding sources for transportation.

ii) Integrating transit, bicycle and pedestrian planning into all transportation planning efforts.

iii) Review proposed major county subdivision proposals, zoning changes, site plans, planned developments and land use issues for impacts to the transportation system and require

amendment of the PACOG Long Range Transportation Plan.

iv) Assist PACOG members by providing information and other assistance with transportation

v) Participate in professional training and conferences via teleconferencing, e-mail discussion lists, and webinars.

vi) Attend FHWA/FTA training programs and other transportation conferences for technical or professional training.

vii) Meet with FHWA and CDOT monthly for MPO updates and discussion

viii) Assist in providing accurate and current information for the PACOG MPO/TPR website.

ix) Prepare demographic data as needed for transportation modeling used for special studies and/or project consultants.

x) Analyze and document current and updated traffic count data for the Pueblo area.

xi) Analyze and document current and updated collision data for trends and recommended solutions to reduce crash rates.

xii) Review transit system expansion and route service in planning projects and sub-area studies.

xiii) Obtain, update, convert, refine, and maintain surface roadway systems data for the Pueblo area. This includes national highway system, state highway system, county and local roadways.

xiv) Obtain, update, convert, refine, and maintain transit systems data for the Pueblo area. This includes updating of route and stop location changes.

xv) Utilize the PACOG Travel Demand Model program to run scenarios involving roadway improvements and construction on new transportation routes to evaluate costs and benefits.

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Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: December 22, 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 DESIGNATING 330 SOUTH CITY PARK AVENUE, CITY PARK BATHHOUSE, AS A LOCAL HISTORIC LANDMARK

SUMMARY:

City Council is requesting to designate 330 South City Park Avenue, the City Park Bath House, as a local landmark.

PREVIOUS COUNCIL ACTION:

By way of Resolution 16102, approved on August 25, 2025, City Council initiated an application to the Historic Preservation Commission to designate 330 South City Park Avenue, the City Park Bath house, a local historic landmark. Staff submitted an application for landmark designation to the Historic Preservation Commission on September 11, 2025.

BACKGROUND:

As directed by Resolution 16102, the City of Pueblo Planning and Community Development Department submitted an application to designate 330 South City Park Avenue, City Park Bath House, as a local Landmark. The bath house was constructed as part of the Works Progress Administration, which was a depression-era initiative to provide work to unemployed people while creating lasting public amenities. The City is seeking designation to protect the building from demolition and to begin restoration activities. The structure qualifies for landmark designation under the following landmark criterion: 1A, significant events/people, for having direct association with the Works Progress Administration;1C, as it exemplifies the cultural heritage of the community for its association with the early recreational activities centered around the wading pool, ball field, tennis court and shuffleboard courts; 2A, architecture, as a good example of a WPA Rustic / Parkitecture Architectural Style; and 3A, is a part of or related to a square, park or other distinctive area, which should be developed or preserved according to a plan based on a historic, cultural or architectural motif. The original bathhouse was constructed as an ancillary amenity for the adjacent wading pool, tennis court, and ball

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field that have since been redeveloped into the current tennis complex. The bathhouse now provides restroom and locker rooms for the adjacent tennis complex. The 2022 Pueblo Regional Comprehensive Plan Future Land Use Designation for this property is Parks and Open Space. The landmarking is compatible with the Pueblo Regional Comprehensive Plan goals in that it will provide enhanced amenities for the adjacent tennis complex and other recreational uses within City Park. A detailed review of the Comprehensive Plan compliance is discussed in the staff report presented to the Planning and Zoning Commission on November 12, 2025.

FINANCIAL IMPLICATIONS:

The non-profit group, Fiends of City Park, is proposing to raise funds to repair and renovate the property after landmark designation with the assistance of a State Historical Fund grants or other funds from foundations and fundraising.

BOARD/COMMISSION RECOMMENDATION:

The Historic Preservation Commission, at their October 15, 2025, Regular Meeting, voted 7-0 to recommend approval.
The Planning and Zoning Commission, at their November 12, 2025, Regular Meeting, voted 7-0 to recommend approval.

STAKEHOLDER PROCESS:

The application was reviewed at a public hearing held by the Pueblo Historic Preservation Commission held on October 15, 2025, and the application was also reviewed by the City of Pueblo Planning and Zoning Commission at their November 12, 2025 meeting.

ALTERNATIVES:

If City Council does not approve this Ordinance, 330 South City Park Avenue, will not be designated as a Local Historic Landmark.

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

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. HPC 25-09 City Park Bath House Staff Report and Packet
2. HPC Minutes 10-15-2025.1
3. Minutes of the Planning and Zoning Commission 11-12-2025
4. Notice of Historic Preservation Newspaper Publication
5. P and Z Referral Staff Report 2025-25- 09 330 S City Park Ave

Docusign Envelope ID: 069A152F-1B0C-4802-B008-904C599AEE1C

ORDINANCE NO. 11093

AN ORDINANCE DESIGNATING 330 SOUTH CITY PARK AVENUE, CITY PARK BATHHOUSE, AS A LOCAL HISTORIC LANDMARK

WHEREAS, the City of Pueblo's Historic Preservation Code, Chapter 14, Title IV, states that the City shall identify, designate and preserve those buildings, objects, monuments, structures and sites which reflect outstanding elements of the community's architectural and cultural heritage; and,

WHEREAS, the present application was initiated by City Council and the City's Historic Preservation Commission has reviewed the application for designation of 330 South City Park Avenue, the City Park Bath House, as a Local Historic Landmark and has recommended to the Planning and Zoning Commission the designation of this resource; and,

WHEREAS, the City Planning and Zoning Commission has reviewed the Historic Preservation Commission's recommendation and the designation application and submitted its recommendation in favor of the landmark designation to Council; NOW, THEREFORE,

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

SECTION 1.

The City Council finds and determines that 330 South City Park Avenue, Pueblo, Colorado, the City Park Bath House, is associated with history and architecture. It qualifies under landmark Criteria 1A, significant events/people; 1C, exemplifies the cultural heritage of the community; 2A, portrays the environment in an era of history characterized by a distinctive architectural style; and 3A, is a part of or related to a square, park or other distinctive area, which should be developed or preserved according to a plan based on a historic, cultural or architectural motif and complies with the criteria as defined in the Pueblo Historic Preservation Code Section 4-14-8.

SECTION 2.

The City Council hereby designates 330 South City Park Avenue, the City Park Bath House, as a local Pueblo Historic Landmark, subject to the benefits, obligations and restrictions resulting from such designation as described in Chapter 14, Title IV of the Pueblo Municipal Code.

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 on the date of final action by the Mayor and City Council.

Docusign Envelope ID: 069A152F-1B0C-4802-B008-904C599AEE1C

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on December 08, 2025.

Final adoption of Ordinance by City Council on December 22, 2025.

DocuSigned by:
Mark Aliff
B7A4F51823AB402...
President of City Council

Action by the Mayor:

☐ Approved on 12/23/2025.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
Heather Graham
3A85950B7BCA402...
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

Signed by:
Vincent Petkosek
330F90D300E24F8...
Deputy City Clerk

Guy Chabot
Chair

Mark Guerrero
Vice Chair

Sandra Morrison
Secretary

George Koncilja

Jan Schraner

Anthony Perko

Raymond Chavez Jr

HPC-25-09

October 15, 2025

To:	Historic Preservation Commission
From:	Wade Broadhead, Senior Planner
Through:	Beritt Odom, Director of Planning and Community Development
Location:	City Park Bath House, 330 S. City Park Avenue
Applicant:	City of Pueblo
Owner:	City of Pueblo
Year Built:	1938
Legal Description:	Located in City Park adjacent to the tennis courts, east of the Pueblo Zoo
Zone District:	S-1, Governmental Use Zone District

Synopsis

The City of Pueblo is requesting Local Landmark designation for the City Park Bath House located within City Park, 330 S. City Park Avenue. According to Section 4-14-8, of the Pueblo Municipal Code, a building object, monument, structure or site may individually be designated as a Landmark if it has distinctive character and meets the criteria listed in the code. PMC 4-14-8(b) "Designation of a landmark or historic district may be initiated by the application of Council, HPC or the owner". At the Pueblo City Council August 25, 2025, meeting they approved resolution 16102 that directs staff to present a landmark application to the Historic Preservation Commission (HPC) for the City Park Bath House. An application was submitted September 11, 2025, by city staff. Previously, the Historic Preservation Commission recommended approval of the City Park Bath House at their August 21, 2024 meeting. City Council passed ordinance 10778 designating City Park Bath House as a local landmark in September of 2024, but it was vetoed by the Mayor. City Council did not override the veto.

The application cites significance under three Historic Landmark criteria, special historic or prehistoric interest or importance; special architectural, engineering or aesthetic interest or importance; special geographic interest or importance, (Section 4-14-8, (a)., (1), a.; (1), c.; (2), a.; (2), c.; (3), a.). The application states that it represents one of Pueblo's significant historical events, the Works Progress Administration activities during the Great Depression as well as showcasing the workmanship of a distinctive architectural style: Rustic. The landmark nomination covers only the bathhouse building erected in 1938 and no other park buildings or structures.

Background

The subject property is being nominated for landmark designation per the requirements contained in Section 4-14-8, Chapter 14 – Historic Preservation Code, Title IV – Building Regulations, of the Pueblo Municipal Code. The Historic Preservation Commission may approve this application if it serves the goals of the historic preservation code. According to the Pueblo Standards of Appropriateness, September 2005, a building, may individually be designated as a Landmark, if it has distinctive character and meets two of the following criteria:

1. Special historic or prehistoric interest or importance:
    a. Has significant character, interest or value, as part of the development, heritage, or cultural characteristics of the City, State, or Nation; or is associated with the life of a person significant in the past; or
    b. Has the site of a historic event with a significant effect upon society; or
    c. Exemplifies the cultural heritage of the community; or has yielded, or may be likely to yield, important prehistoric information.

Special architectural, engineering, or aesthetic interest or importance:

    d. Portrays the environment in an era of history characterized by a distinctive architectural style; or
    e. Embodies those distinguishing characteristics of an architectural-type or engineering specimen; or
    f. Is the work of a designer whose individual work has significantly influenced the development of the City; or
    g. Contains elements of design, detail, materials, or craftsmanship which represent a significant innovation.

Special geographic interest or importance:

    a. by being part of or related to a square, park or other distinctive area, which should be developed or preserved according to a plan based on a historic, cultural or architectural motif, or
    b. owing to its unique location or singular physical characteristic, represents an established and familiar visual feature of the neighborhood, community, or City.

The current designation request is utilizing the original designation application materials submitted in 2024, by George Koncilija, HPC member and Gary Trujillo, historic preservation and rehabilitation architect, on behalf of the City of Pueblo Historic Preservation Commission. Staff utilized the following documents in assessing the application for Landmark nomination:

- 2010 draft Historic Structures Assessment,
- Pueblo City Park Bathhouse and Grandstands, prepared by Nadine Abell, CU Denver School of Architecture, student
- Colorado Cultural Resource Survey, Architectural Inventory Form for the Bath House and City Park Tennis Score Keepers
- National Register Multiple Property Documentation Form titled New Deal Resources on Colorado's Eastern Plains, 2005

- Pueblo Lore article: and The Pueblo Experience, published in January 2007 in assessing the application for Landmark nomination.

1. a. Has significant character, interest or value, as part of the development, heritage, or cultural characteristics of the City, State, or Nation; or is associated with the life of a person significant in the past.

According to the Historic Structure Assessment, City Park was the recipient of many federal relief projects between 1933 and 1940 as part of the Works Project Administration (WPA). The projects included a plan to develop land in the park, create new facilities and manage the water rights that were sold with the park. In 1935, following the construction of the zoo the community requested the City add recreation elements to the park. The recreation area was constructed as a complex and included the multi-purpose bathhouse with concession stand, wading pool, ball field with grandstands, three tennis courts, horseshoe courts and shuffleboard courts.

Erected in 1938 The City Park Bathhouse is one of two WPA era bathhouses constructed in Pueblo; a nearly identical bathhouse still retains its function at Mitchell Park within Pueblo's East Side Neighborhood. The building was one of 113 WPA projects that were completed before the 1939 State of the City Report.

The Works Progress Administration had a significant impact on the United States, and especially Pueblo during the Depression, creating jobs and programs to fight unemployment. The WPA made significant investments in Pueblo's Park systems including Mineral Palace Park and City Park, usually choosing construction materials that were low in cost and high on labor. The bathhouse was also part of the first municipal efforts to provide bathing pools for citizens which started in the 1920s and expanded with widespread WPA efforts nationwide.

Staff finds that the site does have direct association with significant persons and events in Pueblo and Colorado related to the Works Progress Administration and innovations in recreation amenities.

1. c. Exemplifies the cultural heritage of the community; or has yielded, or may be likely to yield, important prehistoric information.

Cultural heritage generally consists of tangible and intangible assets that are inherited from past generations. Cultural heritage may include buildings, monuments, archive materials, books, works of art and artifacts. According to the Landmark Application, the bathhouse, "served in the same role as a 'tennis clubhouse' since it was built. While also serving other roles over its life, it has housed the tennis community for nearly a century. Many generations of Puebloans have enjoyed this building and share fond memories of its role in the area".

The 2010, Historic Structure Assessment of the City Park Bathhouse and Grandstands states that the bathhouse was constructed as a multi-purpose building that included a concession stand,

restrooms, and gathering space to serve the wading pool, ball field, tennis court, horseshoe court, and shuffleboard courts. In the late 1950's the City reconfigured the recreation area because of its success and popularity. The swimming pool and ball field were moved to the southwest side of the park. In the 1970's the tennis court development expanded, and the bathhouse was renovated with the existing flat roof addition to provide additional storage to serve the tennis complex.

The cultural heritage criterion is wide reaching and there are no specific standards for "cultural character of community," which could mean a range of things and may relate more to places that represent nonmaterial aspects of local culture. To that end, the building has played a significant support role in the recreational activity of Pueblo residents and visitors for almost 90 years.

Staff finds that the site does exemplify the cultural heritage of the community for its long-term support of Pueblo recreational activities, including the current tennis complex.

2. a. Portrays the environment in an era of history characterized by a distinctive architectural style

According to the Landmark Application, the construction style of the bathhouse and related structures are WPA Rustic. "Rustic architecture is usually associated with lodges, mountain buildings associated with the National Park Services and the U.S. Forest Service. 'Parkitecture' was another term for this style. According to the New Deal Resources on Colorado's Eastern Plain's, Parkitecture is represented by heavy use of native stone/masonry and wood/timber, that are native to a region in order to harmonize with the local landscape. The City Park Bathhouse is clad with rough cut, non-coursing sandstone and a U-shaped cross gable with a low shed roof below the gables. The rough-cut stone is a character defining feature of the building, showcasing a Pueblo variant of Rustic/Parkitecture style. The WPA utilized this style on other buildings throughout City Park and the adjacent City Park Zoo.

The Historic Structures Assessment of the bathhouse confirms the bathhouse is built in the WPA Rustic style and used local sandstone in the construction of the structure. The bathhouse is a good example of the Rustic/Parkitecture Style as it was implemented in Pueblo by the WPA.

Staff finds the site eligible under 2. a. as a good example of the Rustic/Parkitecture architectural style.

2. c. Is the work of a designer whose individual work has significantly influenced the development of the City.

Although the WPA was known for teaching masonry skills to Americans throughout the depression, this criterion refers to one designer and the City Park Bath House was designed by a team of people according to the HSA from 2010, so it is ineligible without further documentation.

Without further documentation of a specific designer or architect, Staff finds 2.c. ineligible because the site was not designed by one designer but a team of people teaching masonry skills.

3. a. By being part of or related to a square, park or other distinctive area, which should be developed or preserved according to a plan based on a historic, cultural or architectural motif

According to the application for Landmark nomination, "City Park Tennis Clubhouse (bathhouse) is within an area of concentrated WPA structures. Which gives a real sense of place to the local population familiar with the park. Stone boundary fences that border major thoroughfares are a distinct sign of the type of buildings and features that may be found within those boundaries."

City Park is a historic park, with a variety of amenities, including the zoo, golf course, retaining walls and other structures constructed by the WPA. However, a road has been erected along the west of the bath house, and the wading pool was removed as well as numerous other features altered in the vicinity. Much of the direct historic context related to the original use of the bathhouse has been heavily modified or removed so that it is no longer used as it was historically intended.

Staff finds that while the building is related to the historic City Park, largely developed by the WPA and could be preserved according to a plan based on a historic, cultural, or architectural motif.

The Pueblo City Park Bath House exhibits a moderate/medium degree of integrity. Significant modifications have been made to the structure itself including a rear stucco addition and the blocking up of the open archways on the primary façade. Furthermore, the setting and feeling of the site have been seriously modified with the addition of 17 tennis courts, the construction of a road to the west, and removal of the wading pool. The bathhouse is located in its original position, and the overall WPA Rustic architectural design is intact.

Changes to the Building and Property

A flat roofed stucco storage room was added to the bathhouse and the entry archways were blocked in with concreate masonry units in the 1970's. Most of the other structural openings and windows have been blocked, boarded, and clad with stucco. The wading pool was removed in the early 1950's and a total of 17 tennis courts have been added over the years.

Zoning District

The site and surrounding area are zoned S-1, and the surrounding neighborhood is mostly zoned R-2 and comprised of single-family homes.

City's Comprehensive Plan Compliance
The City Park Bathhouse is located in the Open Space and Parks future land use area according to the Pueblo Regional Comprehensive Plan, adopted in July of 2022. Open Space and Parks are characterized by Parks, open space, greenways, and natural areas. According to the Comprehensive Plan, Open Space and Parks encompass parks, recreation centers, open space, greenways, trails and natural areas that have been preserved for active and passive recreational purposes." The original bath house was strongly associated with the prior wading pool which was removed after advances in recreation pool technology and practice. The building has also served other recreational activities, especially tennis, since its construction.

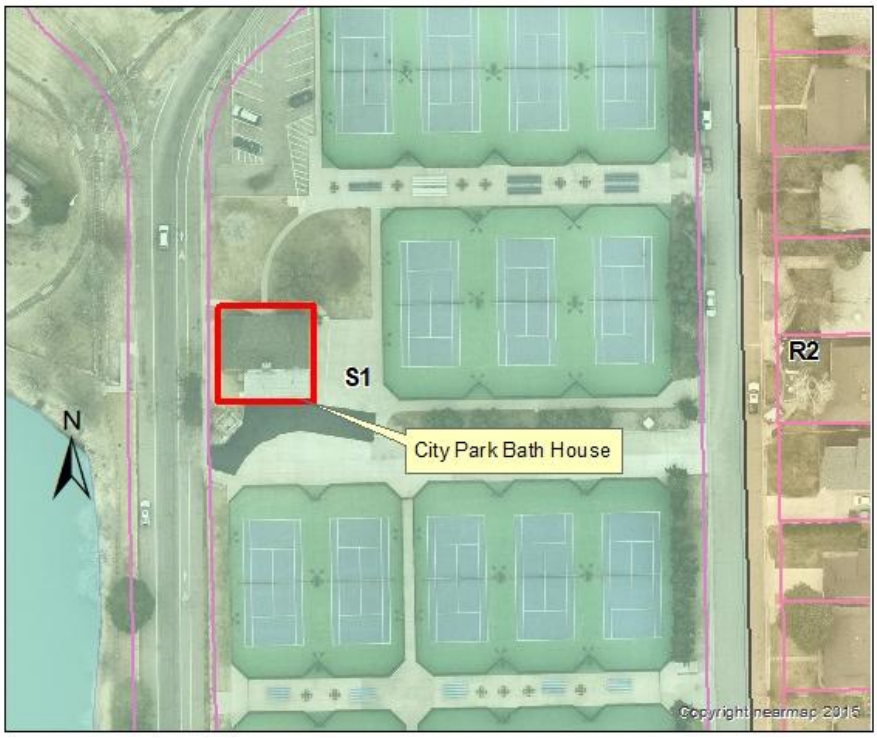
The Regional Goals and Policies section of the Comprehensive Plan addresses historic preservation efforts in the City. *Policy 4.1.3 Inventory of Cultural Resources* encourages the expansion of the Pueblo Inventory of Cultural Resources and the measurer of success on page 54 encourages an increasing trend in local landmarks. Landmarking the City Park Bathhouse directly addresses this policy in the Pueblo Regional Comprehensive Plan with respect to planning and historic preservation by documenting WPA contributions in Pueblo.

Recommended Action:
If the Historic Preservation Commission finds the property meets the eligibility criteria: Section 4-14-8, 1.a., 1.c., 2.a., and 3.a. of the Pueblo Municipal Code, a recommendation of approval shall be submitted to the Planning and Zoning Commission for review and recommendation to City Council for final review and approval of a Local Landmark designation.

Exhibits

A. Maps
B. Photographs
C. Application signature sheet and OpenGov document, full nomination is attached via PDF.

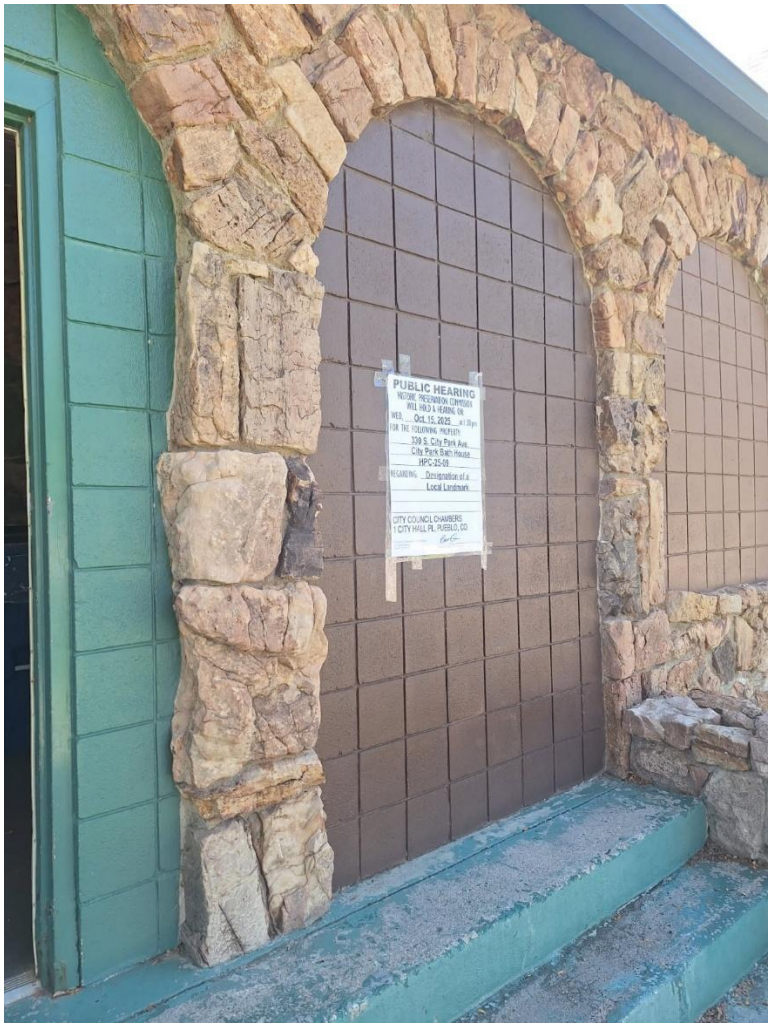
A1. Aerial image of the property



A2. Zoning map of the property

A3. Comprehensive Plan Map

EXHIBIT B. SITE PHOTOGRAPHS



Proof of posting

Overview from front façade looking south

Concession addition to the rear, south.

Eastern façade facing tennis courts.

View north east from South City Park Avenue

For attachments and application please reach out to Wade Broadhead, 719-553-2280.

Docusign Envelope ID: BBE24ADB-F55B-48E3-ABF7-A4379DF4D30C

RESOLUTION NO. 16102

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

WHEREAS, on September 9, 2024, City Council passed Ordinance 10778 designating 330 South City Park Avenue, "City Park Bath House", as a local historic landmark; and

WHEREAS, on September 10, 2024, the Mayor disapproved Ordinance 1078, by way of veto; and

WHEREAS, City Council did not act to override the Mayor's veto; and

WHEREAS, City Council believes that the City Park Bath House meets the requirements to be designated as a Local Historic Landmark pursuant to Sec. 4-14-8, P.M.C., and should therefore be designated as such; and

WHEREAS, pursuant to the City of Pueblo's Historic Preservation Code, Chapter 14, Title IV, the designation of a Local Historic Landmark may be initiated by City Council filing an application for designation with the Historic Preservation Commission for review and recommendation, including all data required by HPC and payment of such fee as may be required from Council Contingencies; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

City Council requests the Mayor to direct staff, or in the alternative authorizes the President of City Council, to present an application to the Historic Preservation Commission to designate 330 South City Park Avenue, "City Park Bath House", as a local historic landmark, and take all steps necessary to allow City Council to be presented with an ordinance of local historic landmark designation.

SECTION 2.

Payment in the amount of $150.00 from the Council Contingencies Account in the 2025 General Fund Budget is authorized to be paid to the Historic Preservation Commission for Nomination of Historic Landmark processing fee.

SECTION 3.

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

Docusign Envelope ID: BBE24ADB-F55B-48E3-ABF7-A4379DF4D30C

SECTION 4.

This resolution shall become effective immediately upon final passage.

INTRODUCED: August 25, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff
B7A4E518230B462...
PRESIDENT OF CITY COUNCIL

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

Docusign Envelope ID: BBE24ADB-F55B-48E3-ABF7-A4379DF4D30C

city of PUEBLO colorado

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: August 25, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Dennis Flores, Councilor

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

SUMMARY:

Attached for consideration is a resolution to initiate by application to the Historic Preservation Commission the designation of 330 South City Park Avenue, "City Park Bath House", as a local historic landmark.

PREVIOUS COUNCIL ACTION:

By way of Ordinance 10778 on September 9, 2024, City Council designated 330 South City Park Avenue, "City Park Bath House", as a local historic landmark. Ordinance 10778 was disapproved by Mayoral veto on September 10, 2024. Council did not act to override the Mayor's veto.

BACKGROUND:

is resolution stems from direction by City Councilman Dennis Flores to pursue the aforementioned local historic landmark designation. The City of Pueblo's Historic Preservation Code, Chapter 14, Title IV, provides the designation of a Landmark may be initiated by application of City Council filed with the Historic Preservation Commission ("HPC") for review and recommendation, which shall include all information required by HPC and payment of such fee as established. While historic designations are made by the passage of an ordinance by Council, all designations begin with the submittal of an application to the Historic Preservation Commission. This process allows for the involvement of stakeholders, members of the community and City staff to deliberate and offer input prior to City Council considering any ordinance designating a historic landmark

FINANCIAL IMPLICATIONS:

Docusign Envelope ID: BBE24ADB-F55B-48E3-ABF7-A4379DF4D30C

Pursuant to the Pueblo Municipal Code, the City, as owner of the City Park Bath House, shall be responsible for the costs associated with maintaining the City Park Bath House to meet requirements of Title IV and Chapter 1 of Title VIII

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

The stakeholder process will take place during commission hearings.

ALTERNATIVES:

City Council could choose to vote no and maintain the status quo lack of designation.

RECOMMENDATION:

This resolution is at the request of Councilman Dennis Flores.

ATTACHMENTS:

None

25-178

Historic Preservation Commission

Status: Active

Submitted On: 9/11/2025

Primary Location

330 S CITY PARK AVE
PUEBLO, CO 81005

Owner

PUEBLO COUNTY
215 W 10TH ST PUEBLO , CO 81003-2945

Applicant

Cindy Capritta
719-225-0103
ccapritta@pueblo.us
111 E. D Street
POB 400
Pueblo, CO 81002

Internal

Case Number

HPC-25-08

Planner Assigned

Planner 2

Continuances

–

Number of Posters

–

Number of Postcards/Mailings

–

Newspaper Notice Cost

–

Public Notice Costs must be paid by:

–

Public Notice zoning poster must be displayed by:

–

HPC Hearing Information

HPC Hearing Date

–

HPC Hearing Results

–

Check box if hearing is a Special Requested Hearing

☐

Planning & Zoning Commission Information

P&Z Hearing Date

10/15/2025

P&Z Hearing Results

–

Check box if hearing is a Special Requested Hearing

☐

City Council Information

Council First Reading

–

Council Final Reading

–

Council Hearing Results

–

Effective Date

–

Ordinance Number

Recording Number

Notes:

Application Information

Application Type*

Historic Nomination

Residential or Non-Residential?*

Non-Residential

Nomination for Local Historic Designation

Name of Property and/or Historic Name*

City Park Tennis/Wading Facility

Present Use*

Tennis Facility

Historic Use*

Tennis/Wading clubhouse for tennis courts and pool

Site Number (issued by State of Colorado)

Are you designating a historic district?*

No

What is the Applicant's Affiliation/Interest in Property*

To see the property become a Historic Landmark

Owner Consent to Designation

Property Owner Signature*

Cindy Capritta
Sep 11, 2025

Attachments

IMG_0379.jpg
IMG_0379.jpg
Uploaded by Cindy Capritta on Sep 11, 2025 at 8:22 AM

Statement of Significance REQUIRED
HPC-24-07 Combined Attachments.pdf
Uploaded by Cindy Capritta on Sep 11, 2025 at 8:18 AM

Research Sources REQUIRED
Research Sources.pdf
Uploaded by Cindy Capritta on Sep 11, 2025 at 8:19 AM

Narrative Details REQUIRED
Narrative Details.pdf
Uploaded by Cindy Capritta on Sep 11, 2025 at 8:20 AM

Photographs REQUIRED
24-150_Page_3.jpg
Uploaded by Cindy Capritta on Sep 11, 2025 at 8:24 AM

Record Activity

Cindy Capritta started a draft Record	09/11/2025 at 8:14 am
Cindy Capritta added file HPC-24-07 Combined Attachments.pdf	09/11/2025 at 8:18 am
Cindy Capritta added file Research Sources.pdf	09/11/2025 at 8:19 am
Cindy Capritta added file Narrative Details.pdf	09/11/2025 at 8:20 am
Cindy Capritta added file 24-150_Page_1.jpg	09/11/2025 at 8:20 am
Cindy Capritta removed file 24-150_Page_1.jpg	09/11/2025 at 8:20 am
Cindy Capritta added file IMG_0379.jpg	09/11/2025 at 8:22 am
Cindy Capritta added file 24-150_Page_3.jpg	09/11/2025 at 8:24 am
Cindy Capritta submitted Record 25-178	09/11/2025 at 8:24 am
OpenGov system altered approval step Fee Review, changed status from Inactive to Active on Record 25-178	09/11/2025 at 8:24 am
OpenGov system assigned approval step Fee Review to Planning Front Counter on Record 25-178	09/11/2025 at 8:24 am

OpenGov system changed the deadline to Sep 13, 2025 on approval step Fee Review on Record 25-178	09/11/2025 at 8:24 am
Cindy Capritta reassigned approval step Fee Review from Planning Front Counter to Cindy Capritta on Record 25-178	09/11/2025 at 8:26 am
Cindy Capritta approved approval step Fee Review on Record 25-178	09/11/2025 at 8:26 am
OpenGov system altered payment step Application Fee, changed status from Inactive to Active on Record 25-178	09/11/2025 at 8:26 am
Cindy Capritta removed payment step Application Fee from Record 25-178	09/11/2025 at 8:27 am
OpenGov system altered approval step Land Use Tech Review, changed status from Inactive to Active on Record 25-178	09/11/2025 at 8:27 am
OpenGov system altered approval step Case Assignment, changed status from Inactive to Active on Record 25-178	09/11/2025 at 8:27 am
OpenGov system altered approval step Intake Review, changed status from Inactive to Active on Record 25-178	09/11/2025 at 8:27 am
OpenGov system assigned approval step Intake Review to Planning Front Counter on Record 25-178	09/11/2025 at 8:27 am
OpenGov system assigned approval step Case Assignment to Beritt Odom on Record 25-178	09/11/2025 at 8:27 am
OpenGov system assigned approval step Land Use Tech Review to Cindy Capritta on Record 25-178	09/11/2025 at 8:27 am
OpenGov system changed the deadline to Sep 13, 2025 on approval step Case Assignment on Record 25-178	09/11/2025 at 8:27 am
Cindy Capritta reassigned approval step Intake Review from Planning Front Counter to Cindy Capritta on Record 25-178	09/11/2025 at 8:27 am
Cindy Capritta changed form field entry P&Z Hearing Date from "" to "10/15/2025" on Record 25-178	09/11/2025 at 8:28 am
Cindy Capritta changed form field entry Planner Assigned from "" to "Planner 2" on Record 25-178	09/11/2025 at 8:28 am
Cindy Capritta changed form field entry Case Number from "" to "HPC-25-08" on Record 25-178	09/11/2025 at 8:28 am
Cindy Capritta approved approval step Intake Review on Record 25-178	09/11/2025 at 8:28 am
Cindy Capritta approved approval step Land Use Tech Review on Record 25-178	09/11/2025 at 8:29 am

Cindy Capritta approved approval step Case Assignment on Record 25-178	09/11/2025 at 8:30 am
OpenGov system altered approval step Planning (Zoning) Initial Review of Submittal, changed status from Inactive to Active on Record 25-178	09/11/2025 at 8:30 am
OpenGov system assigned approval step Planning (Zoning) Initial Review of Submittal to Wade Broadhead on Record 25-178	09/11/2025 at 8:30 am

Timeline

Label	Activated	Completed	Assignee	Due Date	Status
✓ Fee Review	9/11/2025, 8:24:19 AM	9/11/2025, 8:26:58 AM	Cindy Capritta	9/13/2025	Completed
$ Application Fee	9/11/2025, 8:26:58 AM	-	Cindy Capritta	-	Active
✓ Intake Review	9/11/2025, 8:27:10 AM	9/11/2025, 8:28:34 AM	Cindy Capritta	-	Completed
✓ Case Assignment	9/11/2025, 8:27:10 AM	9/11/2025, 8:30:39 AM	Beritt Odom	9/13/2025	Completed
✓ Land Use Tech Review	9/11/2025, 8:27:10 AM	9/11/2025, 8:29:42 AM	Cindy Capritta	-	Completed
✓ Planning (Zoning) Initial Review of Submittal	9/11/2025, 8:30:40 AM	-	Wade Broadhead	-	Active
✓ Regional Building Department Notification	-	-	-	-	Inactive
✓ Public Notice	-	-	-	-	Inactive
Public Notice Memo	-	-	-	-	Inactive
$ Public Notice Fee	-	-	Cindy Capritta	-	Inactive

Label	Activated	Completed	Assignee	Due Date	Status
✔ Planning (Zoning) Review	-	-	-	-	Inactive
✔ Staff Report and Agenda Distribution	-	-	-	-	Inactive
✔ HPC Hearing Results	-	-	-	-	Inactive
✔ Planning & Zoning Commission Hearing Results	-	-	-	-	Inactive
✔ Property Owner Notification	-	-	-	-	Inactive
✔ City Council Hearing	-	-	-	-	Inactive
✔ City Clerk and Regional Building Notification	-	-	-	-	Inactive
✔ Recording	-	-	-	-	Inactive

Eligibility Criteria: Historic City Park Tennis/Wading Facility

Narrative Detail

Statement of Significance Summary

The City Park Tennis Clubhouse (historic name Tennis/Wading Facility), heretofore referred to as the Tennis Clubhouse is historically significant for several reasons. First, as a contributing structure to the historic City Park formerly known as Park District #2. This follows **Historic Criterion 1a,** outlining an association with the historical development within the city.

Construction of the Tennis Clubhouse was added to City Park as part of the U.S. New Deal Works Project Administration. The WPA provided funding to states and local governments to create a variety of buildings, infrastructure, art and housing. This closely follows **Historic Criterion 2a,** as part of the physical development of an area of the city. Namely City Park historic WPA structures. construction style also is an important part of the significance.

Although the Tennis Clubhouse was part of the early tennis activity within Pueblo. It has not been listed as Historic Criterion 1d. This may be a subject of discussion because of the numerous tennis championships for state and local players, which were held at this site.

Statement of Significance Summary Expanded:

1. **History**

1a Have direct association with historical development of the city, state or nation.

Charles L. Dittmer first acquired the 150-acre parcel known as the "Park"; early records refer to it as Carlile's Park. Which was to be part of a grandiose plan of extensive landscaping, lakes, fountains and statuary with amenities meant to enhance an adjoining Carlile Park Subdivision. In the fall of 1899, a group of investors organized as the C.L.W. Dittmer Land and Building Company with Charles Dittmer as general Manager. In December of that year the parcel. was acquired from the Colorado Coal and iron company.

Financial Difficulties mostly caused by the silver crash of 1893 coupled with the Panic of 1903 forced the partnership to refocus their plans for the Park. The partners to sell the 150-acre parcel. The City of Pueblo started to develop a park on the northside of Pueblo, in 1898, known as the Mineral Palace. Similarly, to what happened to Dittmer, a failed development, on the northside, made the Mineral Palace land available, this became Park District #1.

Southside residents also wanted a park on their side of town. The citizens approved a bond issue of $150,000 to purchase the acreage from Dittmer and his associates. Park District #2 was formed to develop and maintain parks on the southside of Pueblo.

Charles Dittmer was appointed as special agent for the park commissioners since he had invested 15years of work and planning. He provided some infrastructure. He assisted with further planning for embellishments such as gates and statuary. The Park evolved into a sanctuary in the city for the citizens to enjoy picnics, leisure activities, and socializing.

However, it wasn't until the WPA funding were significant structures built within the Park. A Zoo, Aviary, animal habitats, canals, and Tennis Clubhouse were constructed between 1933-1940. Boundary walls and bridges were also constructed as part of this 'New Deal' program with local labor provided from the WPA. These programs helped lift the country out of the Great Depression and particularly assisted Pueblo which had been especially devasted first by the 'Great Flood' of 1921 and then the stock market collapse of 1929

The Pueblo Zoo became its own National Register District in 1995 which highlights the quality of the planning and development of a zoo. Within the 3-acre district are two buildings, six structures, moats, canals, artificial mountains, bear pits and water features. The use of natural materials and settings were part of a movement to provide a naturalistic approach to zoo habitats.

The eastern edge of the Park is occupied by the tennis complex with the seventeen courts, and Tennis Clubhouse. There were originally viewing stands on the south elevation, which were demolished. The tower that held the announcer booth remains.

The right side of the front door there is an inserted plaque that commemorates the building and the significance of it; it reads "ERECTED THROUGH THE COOPERATION OF FEDERAL, STATE AND LOCAL GOVERNMENTS BY WORKS PROGRESS ADMINISTRATION DEDICATED TO THE ENRICHMENT OF HUMAN LIVES *A RECORD OF PERMANENT ACHIEVEMENT*".

Statement of Significance Summary Expanded:

2. Architecture

2a Portrays the environment in an era of history characterized by a distinctive architectural style.

The construction style of the Tennis Clubhouse and related structures are WPA Rustic. Rustic architecture is usually associated with lodges, mountain buildings associated with the National Park Services and the U.S. Forest Service. "Parkitecture" was another term for this style. Publications authored in the 1930's espoused this style. Rationale for use in the mountains was the availability of natural materials, stone and timber. Mainly was to create a structure that was reflected of nature.

Many of the publications were authored by Herbert Maier. He was the architect/landscape architect who headed the NPS district the included the Rocky Mountain Region. Although publications contained designs and plans it was noted not to copy the designs but rather adapt to local topography, cultural influences and conditions.

Maier believed that using indigenous or natural materials was the best way to integrate the structure with its surroundings. Rustic architecture was a simple method to provide the best solution, following function and nature. WPA sought to put as many people as possible. This meant using hand tools and hand labor as opposed to power tools.

WPA Rustic architecture is an architectural style from the era of the U.S. New Deal Works Project Administration. The WPA provided funding for architects to create a variety of buildings, including amphitheaters and lodges. WPA architecture is akin to National Park Service rustic architecture. WPA Rustic, as opposed to National Park Service Rustic as utilized in most national parks, involves more demarcation between the building and the landscape. The term has been used by the National Park Service's National Register of Historic Places program to describe many buildings and structures, including American Legion meeting halls and other buildings built by the WPA in the 1930s

2c. The architects who designed this structure and others (see 2a above) were also employed through the WPA and it's been shown that they reused design plans there similarities with the pool building in Mitchell Park.

Geography

3a Have a prominent location or be established, familiar and orienting visual feature of the contemporary city.

City Park Tennis Clubhouse is within an area of concentrated WPA structures. Which gives a real sense of place to the local population familiar with the Park. Stone boundary fences that border major thoroughfares are a distinct sign of the type of buildings and features that may be found within those boundaries.

Architectural Description
Closely describe the structure and its surrounds.

The main elevation is north facing, it has a main gable with and intersecting gable at each end, one on the east and one on the west. The main gable ridge runs east/west and has an unequal slope on the north, with an equal slope on the south. The unequal slope has the break over the porch. The two intersecting gable ridges both run north/south. All original building roofs are covered with asphalt shingles.

The entire structure is constructed of red cilium sandstone. The stones were harvested in the foothills west of Pueblo. Stones were left mostly uncut, natural in appearance, with a raked mortar joint, which highlights each individual stone because of the recessed mortar joint.

Four circular arched openings define the main elevation, each rise to doorway height. The arches are coupled and form an arcade, which opens onto a porch. The outer two arched openings are infilled with stone at the bottom three feet. Originally those two openings had segmented arches at the very bottom of the infill. Those arches have been infilled with stone matching the original. A center concrete stair provides access to the inner two arched openings. The stairs are flanked on each side with stone walls staggered to match the treads. The four circular arches have been infilled with concrete masonry units (CMU). The eastern and western openings have been infilled, the western arch the opens onto the stair have also been infilled. The eastern arch opening onto the stairs is partially infilled, to accommodate a 3 x 7 door.

The two-intersecting gables on the east and west are symmetrical to the centerline of the north elevation. Each have full height stone gable ends. The stone terminates at the peak and the roof is a 6-12 pitch. At the top of each peak are three 4-inch round, clay pipes, which protrude and act as attic venting. Wood cornice boards follow the roof rake.to the

Two coupled casement windows are centered on the east and west gables, separated by an eighteen-inch-wide column. The windows are six true divided lites, approximately 52 inches above finished floor (AFF). The original windows are behind CMU that have
been infilled into the front of the opening.

The west elevation has full height stone to the bottom of the roof. There are four window openings. The northern most window opening has two coupled casement windows, that are six true divided lites. The two middle openings each have two coupled casement windows that are four divided lites.

The southern most opening has casement windows two coupled over two coupled casement windows separated by a horizontal mullion. Each of the casement windows are six divided lites. Those windows originally serviced the building kitchen. All openings on the west elevation have CMU infilling the original window opening.

The south elevation has been altered by a non-conforming addition, which runs over three quarters of the south elevation. The portion of the building not covered by the addition is the south gable end of the western intersecting gable. The stone runs full height of the gable end. One large window, oft centered to the west, is coupled over two coupled casements with six divided lites, also infilled with CMU.

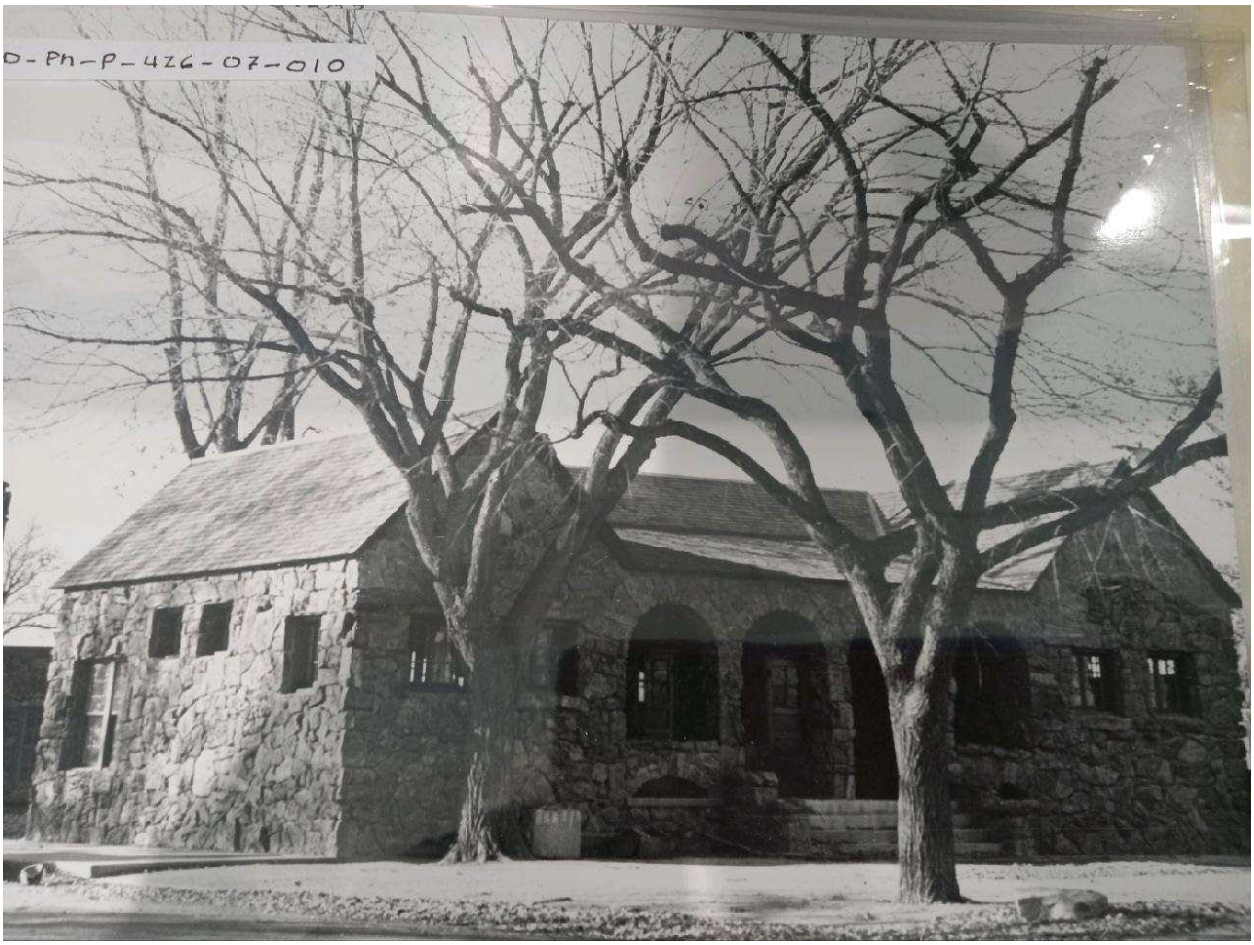
The east elevation has full height stone to the bottom of the roof. Four window openings oft centered in the elevation are two coupled casements with four divided lites each. All openings are infilled with CMU masonry. It should be noted that the historic photograph shows a different window configuration. There is no noticeable alteration of the openings that exist now. Which may have been a very early alteration using original material.

Research Sources:

- Pueblo County Historical Society
- The Pueblo Lore: January 2007 Issue by George Williams
    - See attached document; pages 41/42 discuss the Tennis facility while the entirety of the issue is dedicated to WPA projects in Pueblo
- Site Visits to City Park, Mineral Palace Park, Pueblo Mountain Park and Mitchell Park
- History Colorado WPA Rustic – Colorado Historic Architecture and Engineering Guide
- Historic Plans, Details and Elements by John Theodore Haneman
- Dictionary of Building Preservation by Ward Butcher.
- Valentine Engineering Field Observation Report – James Valentine

Photographs:

ERECTED THROUGH
THE COOPERATION OF
FEDERAL STATE AND
LOCAL GOVERNMENTS
BY WORKS PROGRESS
ADMINISTRATION
DEDICATED TO THE
ENRICHMENT
OF HUMAN LIVES
A RECORD OF
PERMANENT
ACHIEVEMENT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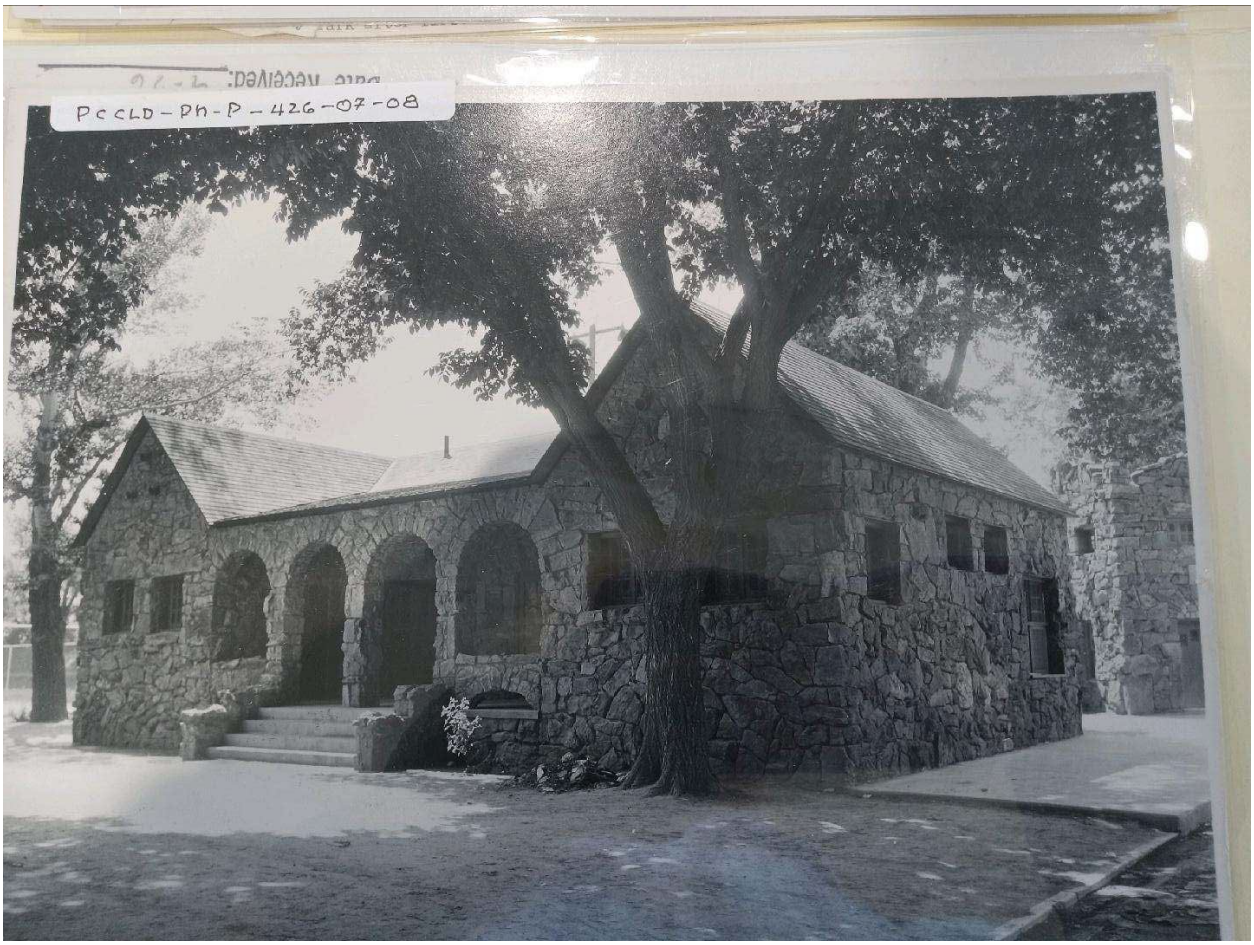
PCCLD-PH-P-426-07-08

Guy Chabot
Chair

Mark Guerrero
Vice Chair

Sandra Morrison
Secretary

city of PUEBLO colorado

Historic Preservation Commission

George Koncilja

Jan Schraner

Anthony Perko

Raymond Chavez Jr

Minutes of Regular Meeting
Wednesday, October 15, 2025, at 1:30PM
City Council Chambers, 1 City Hall Place

The meeting was called to order at 1:33 pm

Commissioners Present: Sandra Morrison, Guy Chabot, (Zoom), George Koncilja, Raymond Chavez Jr., Jan Schraner, and Mark Guerrero, Anthony Perko

Commissioner(s) Absent:

Staff Members Present: Lauar Portis, Assistant City Attorney, Wade Broadhead, Senior Planner, Mikaylin Hackley, Planner Cindy Capritta, Land Use Tech, Zoom

Staff Members Absent: Beritt Odom, Director of Planning and Community Development

Approval of Minutes: Chabot motioned to approve the agenda, seconded by Koncilja

Motion Passed: 6-0 (Perko absent for the August Meeting)

Public Meetings and Action: N/A

Regular Agenda:

HPC-25-09 330 S. City Park Ave. City Park Bath House Local Landmark designation application
(City of Pueblo Applicant) Wade Broadhead provided staff report. Speaking in support of the application were Martin Vaughan and Eleonera Bartoli. No opposition appeared.

Commission Action: Perko motioned to accept the application seconded by Koncilja

Motion Passed: 7-0

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, November 12, 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, Alexandra Aznar, Brett Boston, James Salazar, Elizabeth Bailey, Cheryl Spinuzzi

Commissioners Absent:

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

Staff Members Absent: None

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

Motion Passed: 7-0.

Public Meeting:

HPC-25-09 City Park Bath House Landmark, Staff report provided by Wade Broadhead.

Speaking in favor of the Landmark application were George Koncilja, Brett Verna, and Eleonora Bartoli. No one appeared in opposition of the application.

Commission Action: Bailey moved to recommend the Landmark application to City Council for approval seconded by Boston.

Motion Passed: 7-0

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

Motion Passed: 7-0

S-25-05 Subdivision: VIA Subdivision, a subdivision of 3.21 acres into two commercial lots, generally located north of W. Pueblo Blvd. and west of Mirror Ave. Staff report by Beritt Odom, Planning Director.

Hearing: Applicant Eric Maxwell was sworn in and spoke in favor of the application, no one appeared in opposition of the subdivision application.

Commission Action: Bailey moved to recommend the subdivision application with one staff condition to be completed on the Plat prior to forwarding to City Council for approval, seconded by Boston.

Motion Passed: 7-0.

S-24-09 Subdivision: Muniz Sunny Heights Subdivision, a replat of lot 6 WDB Land Co. Subdivision No 1. into three lots encompassing .77 acres. Staff report by Wade Broadhead, Sr. Planner.

Hearing: Applicant Julie Trout was sworn in and spoke in favor of the subdivision application. No one appeared in opposition.

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

Motion Passed: 7-0.

Z-25-18 Rezone: Rezoning of 0.65 acres located at 300 W Abriendo Ave from Multiple Residential and Office (R-5) Zone District to Subregional Business (B-2) Zone District. Staff Report by Mikaylin Hackley, Planner.

Hearing: Applicant Jeff Bailey was sworn in and spoke in favor of the application. Also sworn in and speaking in support were Brett Verna, Leslie Nazario, Mike Archuleta, Bret Stewart, Aaron Colletti, Midori Hatton, Nancy Ausbun, John Coope, Debbie Mulay, Kelly Hibler, Sally Sharp, Jim Sharp, Corinne Brown, Russell Lane, David Carleo, Danny Westen, Joe Vigil, Scott Thomas, Louis Nazario, David Cesario and John Grove. Exhibit A presented in support. Being sworn in and speaking in opposition was Jennifer Modrell. Exhibit B presented in opposition.

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

Motion Passed: 7-0

Approval of Minutes:

Boston moved to approve the minutes from the October 8, 2025, meeting seconded by Salazar.

Old/New Business:

Adjourned at 5:55 PM

Respectfully submitted,

Mike Castellucci Chairperson	Beritt Odom Executive Secretary

Digital recordings of all the meetings of the Planning and Zoning Commission are maintained and available for inspection and review during normal business hours (M – F, 8 a.m. – 5 p.m.) at the Department of Planning & Community Development, 211 East D Street, Pueblo

Ad Preview

HISTORIC PRESERVATION
COMMISSION
CITY OF PUEBLO
NOTICE OF PUBLIC HEARING

Take notice that at a regular meeting 10 be held at 1:30 P M., on the 15th day of October 2025 at 1 City Hall Place, Pueblo, Colorado, the Historic Preservation Commission will hear the following application(s):

HPC 25-09
330 S. City Park Ave / City Park Bath House
For Designation of a Landmark as provided in the Historic Preservation Ordinance (Title IV, Chapter 14, of the Code of Ordinances, City of Pueblo) as the same affects the property situated in the City of Pueblo, County of Pueblo and State of Colorado, on file and known as 330 S. City Park Ave.

A Nomination for Designation of a Landmark if it qualifies for significance in criteria of history (criterion IA&C), architecture (criterion 2A&C)

A draft of the nomination will be on file in the Department of Planning and Community Development and will be available for viewing and printing, typically the Friday prior to the meeting.
Any person may appear before the Historic Preservation Commission at the time and place stated above to be heard on the proposed nomination for designation of a landmark. Individuals who require special arrangements to participate are encouraged to contact the Department of Planning & Community Development at least 72 hours in advance.

Questions may be directed to the attention of Wade Broadhead, Senior Planner, 719-553-2280.

/s/ Beritt Odom
Beritt Odom
Land Use Administrative Official
719-553-2259

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

Planning and Zoning Refferal for HPC-25-09

TO:	City of Pueblo, Planning and Zoning Commission
FROM:	Wade Broadhead, Sr. Planner
THROUGH:	Beritt Odom, Director of Planning and Community Development
DATE:	November 12, 2025
SUBJECT:	Review and Recommendation to City Council for an application to designate the former City Park Bathhouse/Tennis Building as a Local Pueblo Landmark
APPLICANTS:	Pueblo City Council
PROPERTY OWNER:	City of Pueblo
LOCATION:	330 S. City Park Avenue
REQUEST:	To review the Pueblo Historic Preservation Commission recommendation and the Pueblo Local Landmark designation application and forward a recommendation on the application by the Planning & Zoning Commission to City Council.

According to the Pueblo Municipal Code (14-4-8), (g). “Within fifteen (15) days after making a recommendation to approve, HPC shall transmit its written recommendation to the Planning and Zoning Commission including the findings of fact which constitute the basis for HPC recommendation. The Planning and Zoning Commission shall without public hearing review HPC's recommendation and the designation application at its next available meeting and submit its recommendations thereon to Council. All recommendations of the Planning and Zoning Commission shall be made taking into consideration any comprehensive plan, zoning requirements, projected public improvements, and existing and proposed renewal and development plans applicable to the section of the City to be affected by the designation or amendment of a designation.”

Local landmark designations are forwarded to the Planning and Zoning Commission to provide a recommendation to City Council taking into consideration any comprehensive plan, zoning requirements, projected public improvements, and existing and proposed renewal and development plans applicable to the section of the city to be affected by the designation.

Items to consider for the recommendation to City Council for the historic landmark designation or historic districts according to 4-14-8(g):

Comprehensive Plan
The City Park Bathhouse is located in the Open Space and Parks future land use area according to the Pueblo Regional Comprehensive Plan, adopted in July of 2022. Open Space and Parks are characterized by Parks, open space, greenways, and natural areas. According to the Comprehensive Plan, “Open Space and Parks

encompass parks, recreation centers, open space, greenways, trails and natural areas that have been preserved for active and passive recreational purposes." The original bath house was strongly associated with the prior wading pool which was removed after advances in recreation pool technology and practice. The building has also served other recreational activities, especially tennis, since its construction.

The Regional Goals and Policies section of the Comprehensive Plan addresses historic preservation efforts in the City. *Policy 4.1.3 Inventory of Cultural Resources* encourages the expansion of the Pueblo Inventory of Cultural Resources, and the measurer of success on page 54 encourages an increasing trend in local landmarks. Landmarking the City Park Bathhouse directly addresses this policy in the Pueblo Regional Comprehensive Plan with respect to planning and historic preservation by documenting WPA contributions in Pueblo.

Zoning Requirements
The building is located within an S-1, Governmental Use Zone District established for City Park. The park includes various park and recreation facilities including the Pueblo Zoo, two golf courses, Kiddie Rides, an outdoor swimming pool, a 17-court tennis complex, three softball/baseball fields, a frisbee golf course, and other general park amenities. No city initiated, or neighborhood initiated, rezonings or large-scale use changes are under consideration for this area.

In accordance with Section 17-4-51, (a), (27) of the Pueblo Municipal Code pertaining to Governmental Use District (S-1):

When any property zoned S-1 is to be developed or redeveloped, the development plan therefore shall be first submitted for review and approval by the Planning and Zoning Commission. The decision of the Planning and Zoning Commission shall be made after notice and public hearing has been held in the manner required for a zoning map amendment. The Planning and Zoning Commission may approve, disapprove, or approve the development plan with conditions normally imposed or required for development of similarly situated private property, including but not limited to the effect of the development plan on adjacent properties, matters relating to lot area, dimensions and coverage, building heights, setbacks, landscaping, loading zones, parking and lighting.

Projected Public Improvements
On August 25, 2025 City Council Approved Resolution 16102 that directed the Mayor to prepare this local landmark designation. Designation would allow the bath house to be eligible to receive State Historical Fund grant awards that would facilitate the project completion. State Historical Fund grants deadlines are October and April of every year, and up to $250,000 in funds can be awarded per grant cycle. Friends of City Park have submitted a development proposal to help fundraise and manage the restoration of the bath house. The City is also seeking additional funding sources from state agencies and foundations.

The City's Parks and Recreation Department has developed a master plan for the 17-court tennis complex that involves the demolition of the existing building and replacement with a modern tennis club facility. Due to the increase in project costs for the prior demolition and construction of a new clubhouse, the City solicited different approaches for upgraded facilities at the site. Friends of City Park, a local 501. C3 nonprofit, submitted a proposal to the City that would involve two state historical fund grants as well as foundation funding to cover upgrades to the existing bath house costs. The proposal outlines costs of

approximately $761,000, and the group expects the construction to restore and upgrade the bath house would take six months after funding has been secured. The proposal also states the group is open to managing the facility as a multi-use space for three years after the renovation is completed. The applicant is still in discussions with city administration.

If designated, the City Park Bath House would be regulated by the Historic Preservation Commission Standards of Appropriateness and Demolition Standards and Title 4 of the Pueblo Municipal Code. If the property were designated a local historic district and the City wanted to demolish the building at a later date, it would require them to apply for a Certificate of Demolition from the Historic Preservation Commission.

Existing or proposed renewal and development plans
The site is not located in an urban renewal project area and there are no other anticipated development plans other than the public private partnership mentioned above.

Applicable Regulations and Prior Action
Pueblo Municipal Code Section 4-14-8(g), the City's Historic Preservation Commission "HPC" recommended approval at their October 15, 2025, meeting by a vote of 6-0. Perko moved to approve the application, seconded by Koncilja for designation for the City Park Bath House based on the findings for significance listed in PMC 4-14-8(a)(1)(a)&(1)(c) social history and (a)(2)(a), related to architecture.

Recommendation:
If the Planning & Zoning Commission finds the property located at 330 S. City Park Avenue is appropriate to be designated as a Pueblo local landmark taking into consideration criteria within Section 4-14-8 (g) of the Pueblo Municipal Code, a recommendation of approval will be submitted to City Council for final review and approval of a Local Landmark designation.

If the Planning & Zoning Commission finds the property located at 330 S. City Park Avenue is not appropriate to be designated as a Pueblo local landmark taking into consideration criteria within Section 4-14-8 (g) of the Pueblo Municipal Code, a recommendation of denial will be submitted to City Council for final review and approval of a Local Landmark designation.

Attachments:
1. City Park Bathhouse Renovation, Friends of City Park, 2025
2. Minutes from the October 15, 2025 Regular Historic Preservation Commission meeting
3. Staff Report Packet for HPC-25-09 City Park Bath House

Docusign Envelope ID: B3F9CCEF-5753-49C3-AA06-4F7AC4C9FFE3

City Clerk's Office Item # S4

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: December 22, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Carla Sikes, City Attorney

SUBJECT: AN ORDINANCE APPROVING A SETTLEMENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND PUEBLO COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO FOR THE TERMINATION AND DISSOLUTION OF THE PUEBLO REGIONAL BUILDING DEPARTMENT

SUMMARY:

Attached is an Ordinance approving a settlement agreement between the City of Pueblo and Pueblo County relating to the termination and dissolution of the Pueblo Regional Building Department.

PREVIOUS COUNCIL ACTION:

On October 22, 2012, City Council approved Ordinance No. 8525 approving an Amended and Restated Agreement between the City of Pueblo, a municipal corporation and the Board of County Commissioners of the County of Pueblo creating the Pueblo Regional Building Department.

BACKGROUND:

On October 22, 2012, City Council approved Ordinance No. 8525 approving an Amended and Restated Agreement between the City of Pueblo, a municipal corporation and the Board of County Commissioners of the County of Pueblo for the creation of the Pueblo Regional Building Department ("PRBD"), pursuant to C.R.S. §29-1-203. Pursuant to its terms, the Amended and Restated Agreement continued from year-to-year "unless terminated by one party giving the other party written notice of its intention to terminate at least six months before the end of the calendar year with such termination to be effective on December 31 of the year in which notice is given." On June 27, 2025, Pueblo County provided the City with written notice of its intention to terminate the Amended and Restated Agreement. Such termination shall be effective on December 31, 2025.

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The attached Settlement Agreement provides for the distribution of assets, allocation of liabilities, and separation of records to allow for a smooth transition to independent and separate building departments. The Settlement Agreement resolves all remaining issues between the City and Pueblo County related to the Pueblo Regional Building Department.

Pueblo Regional Building Department will cease to exist as of midnight on December 31, 2025. Pueblo County will take over all new and pending plan reviews, permits, and inspections for Pueblo County beginning January 1, 2026. The Southern Colorado Building Department will process all new permits and pending plan reviews, permits, and inspections for the City of Pueblo and Town of Boone beginning January 1, 2026.

FINANCIAL IMPLICATIONS:

A settlement payment in the amount of $2,420,958.70 will be paid to Pueblo County from the current Pueblo Regional Building Department reserves. This amount reflects the County's share of assets. No money will be paid from the City's general fund.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

City Council could reject the Settlement Agreement.

RECOMMENDATION:

Approval is recommended.

ATTACHMENTS:

1. Settlement Agreement (City-County)

Docusign Envelope ID: B3F9CCEF-5753-49C3-AA06-4F7AC4C9FFE3

ORDINANCE NO.11094

AN ORDINANCE APPROVING A SETTLEMENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND PUEBLO COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO FOR THE TERMINATION AND DISSOLUTION OF THE PUEBLO REGIONAL BUILDING DEPARTMENT

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

SECTION 1.

The Settlement Agreement by and between the City of Pueblo, a Colorado Municipal Corporation and Pueblo County, a political subdivision of the State of Colorado relating to the termination and dissolution of the Pueblo Regional Building Department, 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 Settlement Agreement in the name of the City and City Clerk is directed to affix the seal of the City thereto and attest the same.

SECTION 2.

The officers of the City are authorized to perform any and all acts consistent with this Ordinance and the attached Settlement Agreement which ae necessary or appropriate to implement the same.

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 December 08, 2025.

Final adoption of Ordinance by City Council on December 22, 2025.

DocuSigned by:
Mark Alliff
B7A4F51823AB482...
President of City Council

Docusign Envelope ID: B3F9CCEF-5753-49C3-AA06-4F7AC4C9FFE3

Action by the Mayor:

☐ Approved on 12/23/2025.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
Heather Graham
3A85950B7BCA462...
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

Signed by:
Vincent Petkosek
330F90D300E24F8...
Deputy City Clerk

SETTLEMENT AGREEMENT

This Settlement Agreement ("Settlement") is entered into as of the effective date defined below, by and between the City of Pueblo, a Colorado municipal corporation ("City") and Pueblo County, a political subdivision of the State of Colorado ("County"). The City and the County may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, the City and the County entered into an Amended and Restated Agreement dated June 1, 2012 (the "Restated Agreement"), which established the Pueblo Regional Building Department ("PRBD") as a joint entity to administer building codes, inspections, permitting, and licensing for both jurisdictions; and

WHEREAS, the County has provided City formal written notice of its intent to terminate the Restated Agreement, with such termination to be effective on December 31, 2025, in accordance with the terms of the Restated Agreement; and

WHEREAS, this Settlement is intended to formalize the termination and settlement of all matters arising from or related to the Restated Agreement; and

WHEREAS, the County intends to create and operate its own internal building division within the County Planning Department following the termination of the Restated Agreement; and

WHEREAS, the City intends to form a new intergovernmental agreement with an unrelated third party to form the Southern Colorado Building Department effective as of January 1, 2026; and

WHEREAS, the Parties desire to resolve all outstanding obligations, claims, and matters relating to the dissolution of PRBD and termination of the Restated Agreement, including but not limited to the disposition of assets, allocation of liabilities, financial settlement, records management, dissolution of PRBD, and transition of PRBD's operations through December 31, 2025; and

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

SECTION 1. DEFINITIONS

For purposes of this Agreement, the following terms shall have the meanings set forth below. Defined terms may be used in the singular or plural as the context requires.

1.1 "Assets" means all tangible and intangible property, real and personal, owned, leased, licensed, or otherwise held by the Pueblo Regional Building Department ("PRBD") as of December 31, 2025, including but not limited to office equipment, vehicles, tools, furniture, fixtures, licenses,

permits, proprietary systems, intellectual property, software, data, records, and the real property and all improvements appurtenant thereto located at 830 N. Main Street, Pueblo, Colorado, as well as any other property or rights used in connection with PRBD's operations.

1.2 "Settlement Amount" means the one-time, lump sum payment of $2,420,958.70 to be paid by the City to the County on or before January 15, 2026, as full and final settlement of all financial obligations, claims, and rights to asset division arising under or in connection with the Restated Agreement and the dissolution of the joint PRBD arrangement.

1.3 "Records" means all books, files, documents, permits, inspection reports, plans, correspondence, electronic data, and any other materials or information maintained or generated by PRBD through December 31, 2025 in the course of its operations, including but not limited to those relating to activities within the City and unincorporated Pueblo, whether in hardcopy or electronic form.

1.4 "Claims" means any and all actions, causes of action, suits, debts, losses, options, defenses, dues, sums of money, accounts, reckonings, bonds, bills, fines, penalties, fees, specialties, covenants, contracts, controversies, agreements, promises, claims for indemnification or contribution, variances, trespasses, damages, judgments, extents, executions, liabilities, obligations, demands, and rights, whether known or unknown, actual or potential, certain or speculative, asserted or unasserted, suspected or unsuspected, fixed or contingent, in law or in equity, which the parties ever had, now have or hereafter can, shall or may have for, upon, or by reason of any matter, cause or thing whatsoever arising out of or relating to the establishment, operation, administration, or dissolution of PRBD and termination of the Restated Agreement, including but not limited to the disposition of assets, allocation of liabilities, financial settlement, Records management, dissolution of PRBD, and transition of ongoing operations arising out of or related to PRBD's operations through December 31, 2025, and further including but not limited to those set forth in Section 17 of the Restated Agreement regarding the division of movable equipment and other assets upon termination.

1.5 "Code Enforcement Action" means enforcement action taken against any license, contractor, person, firm or corporation for violation of the Pueblo Municipal Code or the Pueblo County Code.

SECTION 2. ECONOMIC TERMS AND ACKNOWLEDGMENTS

2.1 Recitals

The foregoing recitals are true and correct and are incorporated herein by reference and made part of this Agreement.

2.2 Effective Date

This Agreement shall become effective on the last date signed below. All references in this Agreement to December 31, 2025, shall mean 11:59 p.m. MT on December 31, 2025.

2.3 Settlement Amount and Payment Deadline

In consideration for this Settlement, the City shall pay to the County the Settlement Amount. The Settlement Amount shall be paid in full on or before January 15, 2026, in immediately available funds in accordance with written payment instructions provided to the City by the County.

2.4 Full and Final Satisfaction; Waiver of Asset Division

The Parties acknowledge and agree that this Agreement constitutes a full, final, and complete settlement of any and all Claims (as defined in Section 1.4 above) by and between the County and the City relating to the dissolution of PRBD. The County hereby irrevocably waives, relinquishes, and releases any and all rights, title, or interest it may have, or claim to have in or to any Assets of PRBD, whether tangible or intangible, including but not limited to any right to receive, possess, use, or benefit from such Assets, or any proceeds from the sale, transfer, or disposition thereof, as may otherwise be provided under Section 17 or any other provision of the Restated Agreement.

2.5 Basis of Settlement Amount

The Parties acknowledge and agree that the Settlement Amount is a negotiated compromise intended to fully and finally resolve all matters relating to the allocation of PRBD assets and financial obligations between the Parties. The Parties further acknowledge that the Settlement Amount is in lieu of any calculation or distribution that might otherwise be required under the asset division provisions of the Restated Agreement, and that each Party has had the opportunity to review and evaluate the basis for the Settlement Amount to its satisfaction.

2.6 City's Retention of Assets

Upon execution of this Settlement and payment of the Settlement Amount, the City shall retain all right, title, and interest in and to all Assets of PRBD, free and clear of any claim or interest by the County, and the County shall have no further right to, or claim upon, any such Assets.

SECTION 3. RECORDS AND DATA ACCESS

3.1 Access to Records

As the custodian of all Records, PRBD has provided the County with copies of all Records relating to permit and inspection activities, or other PRBD operations, within unincorporated Pueblo County (whether completed or pending prior to the date of this Settlement). Up and until December 31, 2025, the City will continue to cooperate with the County and PRBD for the delivery of Records to County related to permit and inspection activities, or other PRBD operations, within the County's jurisdiction (whether completed or pending prior to December 31, 2025) All Records related to permit and inspection activities, or other PRBD operations, within the County's jurisdiction, are the sole property of the County. After December 31, 2025, the City shall have no further obligation to the County and shall only be responsible for retaining and preserving Records related to City permits and inspection activities or other PRBD operations within the City of Pueblo in accordance with applicable law and the City's records retention policies. To the extent the City

becomes aware that the Southern Colorado Building Department has possession of Records related to permit and inspection activities within the County's jurisdiction, copies of which have not been previously provided to the County, the City will make efforts to bring this information to the County's attention and to assist with delivery of the information to the County.

3.2 Access to Software

PRBD has developed software to process, track, and store its business records and processes including but not limited to contractor licenses, permits, and inspection reports (the "Software"). PRBD has provided County with access to, and copies of, the Software for County's own use. City and County acknowledge and agree:

3.2.1 The Southern Colorado Building Department may continue to use, maintain, or further develop the Software at its own expense without any obligation to the County or payment of any license fee to either Party.

3.2.2 Each may use, maintain, or further develop the software as they see fit for their own use and at their own expense without any obligation to the other.

3.2.3 There shall be no license, fee, charge, or other requirement concerning the use of the Software and associated coding and data by County or City.

SECTION 4. MUTUAL RELEASE; ASSUMPTION OF LIABILITY

4.1 Mutual Release of Claims

Subject to Section 4.2 and Section 4.3, upon the City's payment of the Settlement Amount as provided in this Agreement, each Party, for itself and its respective officers, officials, employees, agents, successors, and assigns, hereby fully, finally, and forever releases, acquits, and discharges the other Party, and its respective officers, officials, employees, agents, successors, and assigns, from and against any and all Claims (as defined in Section 1.4 above).

4.2 Preservation of Express Obligations

Notwithstanding Section 2.4, Section 4.1 and any other provision in this Agreement, each of the Parties reserves, and does not waive, all of its rights and privileges under this Agreement and all remedies available to such Party by contract, by statute, at law or in equity, with respect to any breach or default by the other Party of such other Party's obligations under this Agreement or applicable law. Nothing in this Agreement shall be construed to release or discharge either Party from its obligations expressly set forth in this Agreement.

4.3 Assumption of Liabilities

The City and County acknowledge and agree that PRBD is a separate and independent body politic with the ability to sue and be sued. It is the understanding of the Parties that any potential third party liability for the action or inaction of PRBD on or before December 31, 2025, will be assumed

by the new entity, Southern Colorado Building Department. The County is hereby released from liability for such claims, and to the extent any third party claims against PRBD are not covered by an applicable insurance policy, or exceed the insurance policy limits, the City shall, to the extent permitted by law, indemnify and hold the County harmless, except that it shall not have any responsibility or obligation to indemnify the County for claims arising from the negligent, bad faith, or intentional acts of the County.

4.4 Insurance

The City and County agree to cooperate with one another in good faith to determine, on or before December 22, 2025, and each in its own discretion, whether appropriate insurance coverage is reasonably available to the Parties, each as a named insured along with PRBD, on standard commercial terms to cover risks arising out of PRBD's operations for a reasonable period of time following PRBD's dissolution. To the extent the City and County each determine that such insurance coverage is reasonably available, the Parties may obtain such insurance coverage together, and split the cost of the premiums between them, with 60% to be paid by the City and 40% to be paid by the County, or obtain such insurance coverage individually at their own and separate expense.

SECTION 5. OPERATIONAL MATTERS

5.1 Ongoing Permits, Inspections, and Projects

5.1.1 Commencing January 1, 2026, the City shall assume responsibility for the administration, completion, and closeout of all permits, inspections, and projects issued or commenced by PRBD prior to December 31, 2025, within the City's jurisdiction.

5.1.2 Commencing January 1, 2026, the County shall assume responsibility for the administration, completion, and closeout of all permits, inspections, and projects issued or commenced by PRBD prior to December 31, 2025, within the County's jurisdiction.

5.1.3 Through December 31, 2025, the City and the County shall work together with their respective representatives on the Regional Building Department Commission ("Commission") to ensure that PRBD continues to be administered and operate in the ordinary course of business and in a manner consistent with past practice.

5.2 Regional Building Department Commission, Staff and Personnel

5.2.1 Effective December 31, 2025, the Commission shall be vacated and dissolved.

5.2.2 The City shall be responsible for the recruitment, hiring and management of any personnel required for the Southern Colorado Building Department and its internal building division, if any.

5.2.2 The County shall be responsible for the recruitment, hiring, and management of any personnel required for its new internal building division.

5.3 Contracts and Third-Party Agreements

5.3.1 The City shall be responsible for entering into any new contracts or agreements necessary for the operation of the Southern Colorado Building Department commencing January 1, 2026, and may assume, novate, retain, terminate, and/or manage all contracts, leases, and agreements entered into by PRBD with third parties for the operation of the Southern Colorado Building Department as it deems necessary.

5.3.2 The County shall be responsible for entering into any new contracts or agreements necessary for the operation of its internal building division commencing January 1, 2026.

5.4 Unresolved Code Enforcement Actions

5.4.1 The City shall assume responsibility for the resolution of any Code Enforcement Actions, violations, or proceedings pending as of December 31, 2025, within the City's jurisdiction.

5.4.2 The County shall assume responsibility for the resolution of any Code Enforcement Actions, violations, or proceedings pending as of December 31, 2025, within the County's jurisdiction.

5.5 Notifications to Stakeholders

The Parties shall cooperate to provide timely and appropriate notice to permit holders, contractors, staff, and other affected stakeholders regarding the transition of PRBD operations, including changes in administration, contact information, and procedures for ongoing matters.

5.6 Further Assurances

Each Party agrees to cooperate with the other Party in good faith to effectuate the orderly transition of PRBD operations as contemplated by this Agreement, and to execute and deliver such further documents, and to take such further actions, as may be reasonably necessary or desirable to carry out the intent and purposes of this Agreement, including but not limited to any legal, judicial, regulatory, or administrative proceedings involving the administration or operation of PRBD.

SECTION 6. APPROVAL AND AUTHORITY

6.1 Legislative and Governing Body Approvals

This Agreement is expressly conditioned upon, and shall not become effective until, the approval and authorization of this Agreement by (a) ordinance duly adopted by the City Council of the City of Pueblo, and (b) resolution duly adopted by the Board of County Commissioners of the County of Pueblo, as required by Section 20 of the Restated Agreement and applicable law. The County reserves its rights at law and in equity if all requisite approvals are not obtained by the Parties on or before December 22, 2025. Each Party shall take all actions reasonably necessary to present

this Agreement for approval to its respective governing body and to secure the adoption of the requisite ordinance or resolution as promptly as practicable.

6.2 Termination of Restated Agreement

Upon the effectiveness of this Agreement as provided herein, and subject to the satisfaction of all approval requirements, the Restated Agreement shall be deemed terminated as of December 31, 2025, and this Agreement shall supersede any and all prior agreements, understandings, or arrangements between the Parties relating to the subject matter hereof, except as otherwise expressly provided herein.

6.3 No Waiver of Legislative Discretion

Nothing in this Agreement shall be construed to limit or waive the legislative discretion of the City Council of the City of Pueblo or the Board of County Commissioners of the County of Pueblo to approve, disapprove, or modify this Agreement in accordance with applicable law.

SECTION 7. DISPUTE RESOLUTION

7.1 Good Faith Negotiation

In the event of any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, or validity thereof, the Parties shall first attempt in good faith to resolve such dispute through direct negotiations between authorized representatives of each Party.

7.2 Mediation

If the dispute is not resolved through negotiation within thirty (30) days after written notice of the dispute is provided by one Party to the other, either Party may submit the dispute to non-binding mediation. The mediation shall be conducted in Pueblo County, Colorado, before a mutually agreed mediator, or, if the Parties cannot agree, a mediator appointed by the American Arbitration Association. The costs of mediation shall be shared equally by the Parties, unless otherwise agreed.

7.3 Litigation

If the dispute is not resolved by mediation within sixty (60) days after the appointment of the mediator, either Party may may pursue any remedies available at law or in equity in a court of competent jurisdiction in Pueblo, Colorado. In the event of any litigation arising out of this Settlement, the court shall award to the prevailing Party its costs, expenses, and reasonable attorney fees. To the extent allowed by law, each Party waives its right to a jury trial.

7.4 Injunctive or Equitable Relief

Nothing in this Section shall preclude either Party from seeking interim or provisional injunctive or equitable relief from a court of competent jurisdiction in Pueblo County, Colorado, as may be

necessary to protect the rights or property of that Party pending resolution of the dispute in accordance with this Section 7.

SECTION 8. NOTICES

8.1 Method of Delivery

All notices, requests, demands, consents, approvals, or other communications required or permitted under this Agreement ("Notices") shall be in writing and shall be deemed duly given and received (a) upon personal delivery to the recipient by a courier that provides written evidence of delivery, or (b) on the date delivered by a nationally recognized overnight courier service, addressed as follows:

If to the City:

Mayor
1 City Hall Place
Pueblo, CO 81003

With a copy to:

City Attorney
1 City Hall Place
Pueblo, CO 81003

If to the County:

County Manager
Pueblo County Historic Courthouse
215 W. 10th Street
Pueblo, CO 81003

With a copy to:

County Attorney
Pueblo County Historic Courthouse
215 W. 10th Street
Pueblo, CO 81003

8.2 Change of Address

Either Party may change its address or contact information for Notices by providing written notice to the other Party in accordance with this Section. Any such change shall be effective only upon receipt by the other Party.

8.3 Additional Recipients

Each Party may designate additional recipients for courtesy copies of Notices by written notice to the other Party. Failure to provide a courtesy copy shall not affect the validity of any Notice otherwise given in accordance with this Section.

SECTION 9. MISCELLANEOUS

9.1 Governing Law

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Colorado, without regard to its conflict of law principles.

9.2 Counterparts and Electronic Signatures

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures delivered by facsimile, portable document format (PDF), or other electronic means shall be deemed to have the same legal effect as original signatures and shall be valid and binding upon the Parties to the same extent as if delivered in original form.

9.3 Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, negotiations, representations, and understandings, whether written or oral, relating to such subject matter, except as expressly provided herein.

9.4 Amendments

No amendment, modification, or waiver of any provision of this Agreement shall be effective unless set forth in a written instrument executed by duly authorized representatives of both Parties and, if required, approved by the requisite legislative or governing bodies of each Party.

9.5 Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under applicable law, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The Parties shall negotiate in good faith to replace any invalid or unenforceable provision with a valid and enforceable provision that most closely reflects the original intent of the Parties.

9.6 Waiver

No waiver of any provision of this Agreement shall be effective unless in writing and signed by the Party against whom enforcement is sought. No waiver of any breach or default shall be deemed a waiver of any subsequent breach or default, whether of the same or a different nature.

9.7 Headings

The section and subsection headings contained in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.

9.8 Construction

This Agreement has been negotiated and prepared by the Parties with the assistance of counsel and shall not be construed more strictly against one Party than the other, regardless of which Party was responsible for its preparation or drafting.

9.9 No Third-Party Beneficiaries

Nothing in this Agreement, express or implied, is intended to confer upon any person or entity other than the Parties hereto and their respective successors and permitted assigns any rights or remedies of any nature whatsoever under or by reason of this Agreement. For the avoidance of doubt, neither PRBD nor its officers, officials, employees, agents, successors, and assigns are third-party beneficiaries under this Agreement.

9.10 Further Assurances

Each Party agrees to execute and deliver such further documents, instruments, and assurances, and to take such further actions, as may be reasonably necessary or desirable to carry out the intent and purposes of this Agreement.

[This Space Intentionally Left Blank; Signatures Follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates indicated below.

CITY OF PUEBLO

By: _____
Heather Graham, Mayor

Dated: _____

ATTEST:

_____
City Clerk

Approved as to form.

_____
City Attorney

PUEBLO COUNTY

By: _____
Zach Swearingen, Chair, Board of County Commissioners

Dated: _____

ATTEST:

_____
County Clerk

Approved as to form.

_____
County Attorney