



**REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS – CITY HALL
#1 CITY HALL PLACE
MONDAY, OCTOBER 27, 2025 - 7:00 PM**

MINUTES

A. CALL TO ORDER

President Aliff called the meeting to order at 7:10 p.m.

B. INVOCATION

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

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

Council Members Present via Zoom: Joe Latino.

Council Members Absent: None.

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

E. SPECIAL RECOGNITIONS

F. PUBLIC FORUM

- Beau Burnett - DA recall.
- Laura Hall - DA recall, Deportation.
- Aubree Adams - Saving Pueblo money, Drugs & Crime Prevention.
- Suzy Jagd - Immigration.
- Heather Barton - No ICE.

G. COUNCIL MEMBER AND MAYOR COMMENTARY

No Mayor Commentary.

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

H. REVIEW AND APPROVAL OF AGENDA

The agenda was reviewed page by page.

Councilor Boston, seconded by Councilor Gomez, moved to move M1 and M2 to the Regular

Agenda and to 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.

I. READING AND APPROVAL OF MINUTES

I1 CITY COUNCIL MINUTES 10/14/2025

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

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

J. PUBLIC HEARINGS

J1 PROPOSED 2026 ANNUAL BUDGET

THIS PUBLIC HEARING IS HELD FOR THE PURPOSE OF RECEIVING PUBLIC TESTIMONY AS IT PERTAINS TO THE 2026 PROPOSED ANNUAL BUDGET PER THE REQUIREMENTS OF SECTION 7-9 OF THE CHARTER FOR THE CITY OF PUEBLO. REQUIRED COUNCIL ACTION: OPEN THE HEARING, RECEIVE PUBLIC TESTIMONY, AND CLOSE THE HEARING. COUNCIL DISCUSSION IS NOT REQUIRED AND THERE IS NO COUNCIL ACTION AT THIS TIME.

PUBLIC HEARING:

- Renee Wahlen appeared in person and spoke regarding this item.
- Ken Danti appeared in person and spoke regarding this item.
- Aubree Adams appeared in person and spoke regarding this item.
- Ms. Bartolo appeared in person and spoke regarding this item.
- Randy Thurston appeared in person and spoke regarding this item.
- Kyle Aber appeared in person and spoke regarding this item.
- Elvis Martinez appeared by zoom and spoke regarding this item.
- Sandra Sherrer appeared in person and spoke regarding this item.
- Brett Verna appeared in person and spoke regarding this item.

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

K. CONSENT AGENDA

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

L. COMMUNICATIONS

L1 MINUTES OF THE PLANNING AND ZONING COMMISSION REGULAR MEETING FOR 9/10/2025

M. RESOLUTIONS

M3 A RESOLUTION ESTABLISHING A NEW ACCOUNT PROJECT HU2513 CONCRETE IMP - ST CLAIR PH 2; TRANSFERRING FUNDS IN THE AMOUNT

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

This Resolution was assigned as 16151.

M4 A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$123,633.00 TO INDUSTRIAL CONSTRUCTORS / MANAGERS, INC. AND SETTING FORTH \$12,363.30 FOR CONTINGENCIES AND ADDITIONAL WORK FOR PROJECT NO. 25-073 (WWAN04) FY2025 WASTEWATER SECONDARY CLARIFIER #2 REHABILITATION AT THE JAMES R. DIORIO WATER RECLAMATION FACILITY AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE SAME.

This Resolution was assigned as 16152.

M5 A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$36,493 TO LG CONTRACTORS, A LIMITED LIABILITY COMPANY, FOR PROJECT NO. 25-054, CONCRETE IMPROVEMENTS - 101 WEST RIVERWALK, SETTING FORTH \$5,500 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

This Resolution was assigned as 16153.

M6 A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$6,649.51 WITH PARKER EXCAVATING, INC., FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 3016 VAIL AVE., PROJECT NO. 24-033 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME.

This Resolution was assigned as 16154.

M7 A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$6,338.99 WITH PARKER EXCAVATING, INC., FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 116 COLORADO AVE., PROJECT NO. 24-033 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME.

This Resolution was assigned as 16155.

M8 A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-25-36) TO THE BESSEMER HISTORICAL SOCIETY D/B/A STEELWORKS CENTER OF THE WEST TO HOST THE BESSEMER TRUNK OR TREAT

This Resolution was assigned as 16156.

M9 A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-25-37) TO CHICKS CRISPY CHICKEN TO HOST A TRUNK OR TREAT EVENT WITH GRAND OPENING RIBBON CUTTING

This Resolution was assigned as 16157.

M10 A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT

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

This Resolution was assigned as 16158.

M11 A RESOLUTION AWARDED A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$54,884 TO CLEARLY BUILDING CORP, FOR PROJECT NO. 25-091, ELMWOOD GOLF COURSE MAINTENANCE SHED, SETTING FORTH \$8,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

This Resolution was assigned as 16159.

M12 A RESOLUTION AUTHORIZING FUNDS IN THE AMOUNT OF \$305,628.24 FROM THE BLACK HILLS ENERGY UNDERGROUND UTILITY FUND TO BE EXPENDED FOR THE PURPOSE OF RELOCATING OVERHEAD ELECTRIC FACILITIES UNDERGROUND FOR A FACILITY CONSTRUCTION PROJECT FOR THE BOARD OF WATER WORKS

This Resolution was assigned as 16160.

N. ORDINANCES – FIRST PRESENTATION

N1 AN ORDINANCE AMENDING SECTIONS 17-4-42 AND 17-4-43 TO TITLE XVII OF THE PUEBLO MUNICIPAL CODE RELATING TO MINIMUM PARKING REQUIREMENTS WITHIN APPLICABLE TRANSIT SERVICE AREAS

N2 AN ORDINANCE AMENDING SECTION TWO OF CHAPTER TWO, SECTION FIFTY-ONE OF CHAPTER FOUR, AND SECTIONS FOUR AND TEN OF CHAPTER TEN OF TITLE XVII OF THE PUEBLO MUNICIPAL CODE RELATING TO OFF-PREMISES SIGNS

N3 AN ORDINANCE APPROVING AN AGREEMENT BETWEEN AXON ENTERPRISE, INC., A DELAWARE CORPORATION, AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, FOR THE PURCHASE AND INSTALLATION OF INTERVIEW ROOM VIDEO SYSTEMS, SOFTWARE, STORAGE, AND RELATED SERVICES, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

N4 AN ORDINANCE APPROVING A PURCHASE AGREEMENT AND RELATED DOCUMENTS BETWEEN CIRCLE K STORES INC., A TEXAS CORPORATION, AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

O. APPROVAL OF CONSENT AGENDA

Councilor Boston, seconded by Councilor Maestri, moved to receive and file the minutes of the

Planning and Zoning Commission, approve all Resolutions Set Forth in the Consent Agenda, Pass the Ordinances of the Consent Agenda, Setting the Public Hearings for November 10, 2025, and Order the Ordinances to be published BY TITLE.

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

Q. RESOLUTIONS

M1 A RESOLUTION AUTHORIZING THE TRANSFER OF \$400,000 FROM THE 1992-2026 SALES AND USE TAX CAPITAL IMPROVEMENT PROJECTS FUND FOR THE PURPOSE OF PROVIDING UPKEEP AND MAINTENANCE TO BUILDINGS HELD FOR THE PURPOSE OF JOB CREATING CAPITAL PROJECTS.

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

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

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

This Resolution was assigned as 16161.

M2 A RESOLUTION TRANSFERRING \$400,000 FROM PROJECT NO. LT2408 - PARK CONSTRUCTION EAGLERIDGE PARK INTO PROJECT NO. LT2503 - RAY AGUILERA PARK PERIMETER, AWARDED A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$380,883.35 TO ACORN CONSTRUCTION COMPANY AND SETTING FORTH \$19,116.65 FOR CONTINGENCIES FOR PROJECT NO. 25-087 RAY AGUILERA PARK PERIMETER AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

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

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

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

This Resolution was assigned as 16162.

Q1 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO PUEBLO CHORAL SOCIETY IN THE AMOUNT OF \$1,000 TO SPONSOR OLD FASHIONED CHRISTMAS 2025 AT 7:00 PM AT MEMORIAL HALL ON DECEMBER 17, 2025

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

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

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

This Resolution was assigned as 16163.

Q2 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO THE PUEBLO DOWNTOWN ASSOCIATION IN THE AMOUNT OF \$1,500 TO SPONSOR THE 2025 PUEBLO PARADE OF LIGHTS AT 5:30 PM STARTING IN MESA JUNCTION AND ENDING IN DOWNTOWN PUEBLO ON NOVEMBER, 29, 2025

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

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

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

This Resolution was assigned as 16164.

Q3 A RESOLUTION AUTHORIZING THE TRANSFER OF \$750,000 TO PROJECT ED0801, RMS/IQOR LEASE: POPE BLOCK PREVIOUSLY ESTABLISHED IN THE 1992-2026 SALES AND USE TAX CAPITAL IMPROVEMENTS PROJECT FUND.

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

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

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

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

This Resolution was assigned as 16165.

Q4 A RESOLUTION ESTABLISHING PROJECT ACCOUNT CI2521 - GREYHOUND PARK BLIGHT REMOVAL, TRANSFERRING FUNDS IN THE AMOUNT OF \$500,000 FROM PROJECT ACCOUNT CI2113 - AMERICAN RESCUE PLAN ACT AND DEPOSITING AND APPROPRIATING \$500,000 INTO PROJECT ACCOUNT CI2521 - GREYHOUND PARK BLIGHT REMOVAL

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

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

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

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

This Resolution was reconfirmed as 16150.

R. QUASI-JUDICIAL PROCEEDINGS

R1 AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE 151 NORTH BRADFORD AVENUE FROM B-3, HIGHWAY AND ARTERIAL BUSINESS ZONE DISTRICT TO R-6, MULTIPLE-RESIDENTIAL AND COMMERCIAL ZONE DISTRICT

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 # Z25-15 dated September 10, 2025, be made part of the record for this hearing. So ordered by President Aliff.

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as 11058.

R2 AN ORDINANCE EXTENDING THE DEFERRED FILINGS PERIOD FOR THE MEMORIAL HEIGHTS SUBDIVISION TO MAY 31, 2026

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

PUBLIC HEARING:

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

Councilor Boston, seconded by Councilor 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 11059.

R3 AN ORDINANCE APPROVING THE VILLA BELLA SUBDIVISION, FILING NO. 2

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 #S21-10 dated August 13, 2025, be made part of the record for this hearing. So ordered by President Aliff.

PUBLIC HEARING:

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

Councilor Boston, seconded by Councilor 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 11060.

S. ORDINANCES – FINAL PRESENTATION

S1 AN ORDINANCE APPROVING AN AGREEMENT IN THE AMOUNT OF ONE HUNDRED THOUSAND DOLLARS TO PROVIDE EVICTION PREVENTION ASSISTANCE BETWEEN THE COUNTY OF PUEBLO AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

PUBLIC HEARING:

- Elvis Martinez appeared by zoom and spoke in favor of this Ordinance.

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

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

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

This Ordinance was assigned as 11061.

S2 AN ORDINANCE ESTABLISHING PROJECT NO. CI2518, THE SMALL BUSINESS WINDOW REPAIR MINI-GRANT PROGRAM, AND BUDGETING AND APPROPRIATING \$50,000 IN FUNDS ACCRUED FROM DEPOSIT INTEREST RELATED TO THE AMERICAN RESCUE PLAN ACT REVENUE INTO SAID PROJECT NO. CI2518

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

PUBLIC HEARING:

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

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

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

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

This Ordinance was assigned as 11062.

S3 AN ORDINANCE APPROVING AND ACCEPTING A GRANT AGREEMENT AND APPLICABLE CONDITIONS PERTAINING THERETO WITH THE COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) FOR THE "A STEP TOWARDS REDUCING TRAFFIC FATALITIES" GRANT, IN THE AMOUNT OF \$36,000, FROM OCTOBER 1, 2025 THROUGH SEPTEMBER 30, 2026, ESTABLISHING PROJECT NUMBER PS2508, BUDGETING AND APPROPRIATING FUNDS INTO PROJECT PS2508, BUDGETING AND APPROPRIATING FUNDS INTO PROJECT PS2508, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

PUBLIC HEARING:

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

Councilor Boston, seconded by Councilor 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 11063.

S4 AN ORDINANCE APPROVING A 1ST AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO ("CITY"), A COLORADO MUNICIPAL CORPORATION, AND THE FEDERAL HIGHWAY ADMINISTRATION ("FHWA"), FROM THE RAISE GRANT PROGRAM, AWARD NUMBER 693JJ32440495, RELATING TO THE WEST SIDE CONNECTOR PROJECT, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as 11064.

S5 AN ORDINANCE ELECTING TO CERTIFY ABATEMENT ASSESSMENT ROLL NO. 2025-1 TO THE COUNTY TREASURER AND TO HAVE THE COUNTY TREASURER COLLECT IN THE SAME MANNER AS OTHER TAXES

A staff report and detailed review of the Ordinance was given by Lisa Machietto, Senior Assistant City Attorney.

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as 11065.

S6 AN ORDINANCE ESTABLISHING PROJECT ACCOUNT ED2503 - ST CHARLES IND PK INFRASTRUCTURE, TRANSFERRING \$8,000,000.00 FROM THE UNAPPROPRIATED FUND BALANCE OF THE HALF-CENT SALES TAX FUND FOR ECONOMIC DEVELOPMENT, AND BUDGETING AND APPROPRIATING \$8,000,000.00 INTO PROJECT ACCOUNT ED2503

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

PUBLIC HEARING:

- Brett Verna appeared in person and spoke in favor of this Ordinance.

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

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

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

This Ordinance was assigned as 11066.

S7 AN ORDINANCE APPROVING AND ACCEPTING A QUITCLAIM DEED FROM RUTH LORRAINE GUERIN FOR PROPERTY LEGALLY DESCRIBED AS LOTS 43-46, BLOCK 15, SUNNYSIDE SUBDIVISION, COUNTY OF PUEBLO, STATE OF COLORADO

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

PUBLIC HEARING:

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

Councilor Boston, seconded by Councilor 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 11067.

S8 AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A LICENSE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND TRUSSWORKS OPERATIONS, LLC, A DELAWARE LIMITED LIABILITY COMPANY

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

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as 11068.

S9 AN ORDINANCE APPROVING A SUBLEASE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE PUEBLO DEPOT ACTIVITY DEVELOPMENT AUTHORITY, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as 11069.

T. COUNCIL MEMBER CONFLICT OF INTEREST

U. COMMUNICATIONS

U1 A CITIZEN FILED AN ETHICS COMPLAINT AGAINST COUNCILOR JOE LATINO

Councilor Latino was excused from the meeting.

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

Councilor Boston, seconded by Councilor Maestri, moved to accept the ethics complaint.

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

Councilor Gomez, seconded by Councilor Maestri, moved to dismiss the ethics complaint.

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

V. ADJOURN

President Aliff adjourned the meeting at 10:24 p.m.

Respectfully submitted,



Vincent Petkosek
Deputy City Clerk



Wastewater Secondary Clarifier #2 Rehabilitation

Public Improvement Invitation for Bid Wastewater 89000, 89013, 89053, 89087, 89095... [show all](#)

Project ID: 25-073 (WWAN04)

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

Posted: Tuesday, August 12, 2025 1:33pm

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

All dates & times in Mountain Time

Following

4 followers



Project Documents

Responses

Bid Tabulations

Bid Tabulations ?

Report

Selected Vendor Totals

Sort By Highest

Export This Table

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

Grand Total Cost

Show All Columns

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

Columns



Ellex St.

Ellex St.

S. Queens Ave.



Stockyard Rd.



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

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

CONTRACT CHANGE ORDER
CITY OF PUEBLO DEPARTMENT OF PUBLIC WORKS

Project Number : 24-033 (WWAN03) Change Order No. : ONE 10/3/2025
 Project Name : 2024, 2025 and 2026 Sanitary Sewer Point Repair
 3016 Vail Ave

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

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

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

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

Reason For Change: Actual Field Quantities.

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

Prepared by: _____ Date: _____
 Wastewater Civil Engineer
 Reviewed by: _____ Date: _____
 Wastewater Engineering Manager
 Accepted by: _____ Date: _____
 Contractor's Representative

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

Approved by: _____ Date: _____
 Director of Wastewater



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



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

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

CONTRACT CHANGE ORDER
CITY OF PUEBLO DEPARTMENT OF PUBLIC WORKS

Project Number : 24-033 (WWAN03) Change Order No. : ONE 10/2/2025
 Project Name : 2024, 2025 and 2026 Sanitary Sewer Point Repair
 116 Colorado Ave

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

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

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

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

Reason For Change: Actual Field Quantities.

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

Prepared by: _____ Date: _____
 Wastewater Civil Engineer
 Reviewed by: _____ Date: _____
 Wastewater Engineering Manager
 Accepted by: _____ Date: _____
 Contractor's Representative

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

Approved by: _____ Date: _____
 Director of Wastewater

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



REVOCABLE PERMIT

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

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

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

- (a) The Permitted Area shall be used for the above-specified Purpose of Revocable Permit. No use of the Permitted Area shall be made before the time of the Commencement Date.
- (b) All structures, fences, tables, chairs, equipment or other improvements authorized to be placed in the Permitted Area by Permittee (the "Improvements") shall be constructed, installed, and maintained by Permittee in compliance with all applicable codes, ordinances, rules and regulations of City and this Permit.
- (c) If the Revocable Permit is issued for a sidewalk café, the Permittee and sidewalk café shall be subject to all the provisions, conditions and requirements contained in section 9-10-84 of the Pueblo Municipal Code, or as same may be amended, which are incorporated herein by reference. In addition, no Improvement shall be tied-down or chained to any tree within or adjacent to the Permitted Area nor shall any Improvement be installed or located in such a manner as to hinder or interfere with the opening of motor vehicle doors or passenger movement to and from motor vehicles parked adjacent to or near the Permitted Area.
- (d) If this Permit is issued for the use of the public right-of-way for a special event, Permittee shall deposit with the City the sum of \$500.00 ("Deposit"). The Deposit will be forfeited to the City if Permittee does not remove all Permittee's equipment and property from, and clean and restore the Permitted Area to its original condition before the Time of the Ending Date. If so timely removed and cleaned, the Deposit will be returned to Permittee.
- (e) Before the Time of the Ending Date, or immediately upon any other termination of this Permit, Permittee shall, at Permittee's expense, remove all of Permittee's Improvements from the Permitted Area and clean and restore the Permitted Area to its original condition. Failure to timely remove all of Permittee's Improvements from the Permitted Area and clean and restore the Permitted Area to its original condition shall constitute Permittee's abandonment of the Permittee's Improvements, and City may, at Permittee's expense, remove and dispose of Permittee's Improvements and clean and restore the Permitted Area to its original condition. Permittee agrees to pay all City's costs and expenses, including reasonable attorney fees, incurred in the enforcement of this Permit.
- (f) Permittee shall keep all Improvements and Permitted Area in good, clean and safe condition and repair, free from litter, waste and debris.
- (g) Permittee shall indemnify, defend and hold City, its officers, agents and employees harmless from and against any and all suits, claims, liabilities, loss, damages and expenses, including reasonable attorney fees and cost of defense, arising, directly or indirectly, from or caused by the issuance of this Permit or the conditions hereof, or the existence, construction, installation, repair or maintenance of the Improvements in the Permitted Area, or the use of the Permitted Area or Improvements by Permittee, its officers, agents, employees, invitees or general public.
- (h) Neither this Permit nor any of the privileges granted to Permittee hereby, may be conveyed, assigned, transferred or sublet by Permittee without the prior written consent of the City Council of City. Any attempted conveyance, assignment, transfer or subletting of the Permit or Permitted Area without the written consent of the City Council of Pueblo shall be void and of no effect and shall cause this Permit to be automatically revoked.
- (i) Permittee shall keep and maintain commercial general liability insurance covering the Permitted Area and Improvements in amounts not less than \$1,000,000.00 combined single limits per occurrence and aggregate, naming the City as an additional insured and contain a waiver of rights of subrogation against City. A certificate for such insurance and each renewal thereof shall be delivered to the City. Failure to maintain such insurance shall cause this Permit to be automatically revoked.
- (j) Trees, landscaping and shrubbery within or adjacent to the Permitted Area shall be protected from damage or injury by Permittee and shall not be removed except after receipt by the Permittee of the written consent of the City's Director of Parks and Recreation. Covid-19
- (k) Any notice or other document required or permitted herein shall be in writing and delivered personally or by first class mail, postage prepaid, as follows:

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

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

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

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

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

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

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

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

Signed in Pueblo, Colorado this 11th day of October, 2025.

PERMITTEE:
Organization or Individual:
By:
Title:

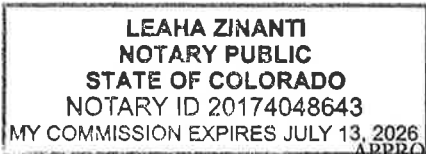
Bessemer Historical Society dba
Steelworks Center of the West
Christina Trujillo
Executive Director

STATE OF COLORADO)
COUNTY OF PUEBLO) SS..

The foregoing instrument was acknowledged before me the 11th day of October, 2025 by Christina Trujillo as executive director, BHS.

My commission expires: 7-13-2026

Leaha Zinanti
Notary Public



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

By _____
Heather Graham, Mayor

REVOCABLE PERMIT

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

1. Name, Address and Telephone Number of Permittee: **Chicks Crispy Chicken 106 Colorado ave 7199249693 106 Colorado ave Pueblo CO 81004**
2. Permitted Area: **To close Colorado Avenue between W. Evans Avenue and West Abriendo Avenue**
3. Purpose of Revocable Permit: **To host a trunk or treat event with grand opening ribbon cutting**
4. Commencement Date: **October 31, 2025** Time: **3:00**
5. Ending Date: **October 31, 2025** Time: **9:00**

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

- (a) The Permitted Area shall be used for the above-specified Purpose of Revocable Permit. No use of the Permitted Area shall be made before the time of the Commencement Date.
- (b) All structures, fences, tables, chairs, equipment or other improvements authorized to be placed in the Permitted Area by Permittee (the "Improvements") shall be constructed, installed, and maintained by Permittee in compliance with all applicable codes, ordinances, rules and regulations of City and this Permit.
- (c) If the Revocable Permit is issued for a sidewalk café, the Permittee and sidewalk café shall be subject to all the provisions, conditions and requirements contained in section 9-10-84 of the Pueblo Municipal Code, or as same may be amended, which are incorporated herein by reference. In addition, no Improvement shall be tied-down or chained to any tree within or adjacent to the Permitted Area nor shall any Improvement be installed or located in such a manner as to hinder or interfere with the opening of motor vehicle doors or passenger movement to and from motor vehicles parked adjacent to or near the Permitted Area.
- (d) If this Permit is issued for the use of the public right-of-way for a special event, Permittee shall deposit with the City the sum of \$500.00 ("Deposit"). The Deposit will be forfeited to the City if Permittee does not remove all Permittee's equipment and property from, and clean and restore the Permitted Area to its original condition before the Time of the Ending Date. If so timely removed and cleaned, the Deposit will be returned to Permittee.
- (e) Before the Time of the Ending Date, or immediately upon any other termination of this Permit, Permittee shall, at Permittee's expense, remove all of Permittee's Improvements from the Permitted Area and clean and restore the Permitted Area to its original condition. Failure to timely remove all of Permittee's Improvements from the Permitted Area and clean and restore the Permitted Area to its original condition shall constitute Permittee's abandonment of the Permittee's Improvements, and City may, at Permittee's expense, remove and dispose of Permittee's Improvements and clean and restore the Permitted Area to its original condition. Permittee agrees to pay all City's costs and expenses, including reasonable attorney fees, incurred in the enforcement of this Permit.
- (f) Permittee shall keep all Improvements and Permitted Area in good, clean and safe condition and repair, free from litter, waste and debris.
- (g) Permittee shall indemnify, defend and hold City, its officers, agents and employees harmless from and against any and all suits, claims, liabilities, loss, damages and expenses, including reasonable attorney fees and cost of defense, arising, directly or indirectly, from or caused by the issuance of this Permit or the conditions hereof, or the existence, construction, installation, repair or maintenance of the Improvements in the Permitted Area, or the use of the Permitted Area or Improvements by Permittee, its officers, agents, employees, invitees or general public.
- (h) Neither this Permit nor any of the privileges granted to Permittee hereby, may be conveyed, assigned, transferred or sublet by Permittee without the prior written consent of the City Council of City. Any attempted conveyance, assignment, transfer or subletting of the Permit or Permitted Area without the written consent of the City Council of Pueblo shall be void and of no effect and shall cause this Permit to be automatically revoked.
- (i) Permittee shall keep and maintain commercial general liability insurance covering the Permitted Area and Improvements in amounts not less than \$1,000,000.00 combined single limits per occurrence and aggregate, naming the City as an additional insured and contain a waiver of rights of subrogation against City. A certificate for such insurance and each renewal thereof shall be delivered to the City. Failure to maintain such insurance shall cause this Permit to be automatically revoked.
- (j) Trees, landscaping and shrubbery within or adjacent to the Permitted Area shall be protected from damage or injury by Permittee and shall not be removed except after receipt by the Permittee of the written consent of the City's Director of Parks and Recreation. Covid-19
- (k) Any notice or other document required or permitted herein shall be in writing and delivered personally or by first class mail, postage prepaid, as follows:

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

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

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

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

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

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

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

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

Signed in Pueblo, Colorado this _____ day of _____, 20_____.

PERMITTEE:

Organization or Individual: _____
By: _____
Title: _____

STATE OF COLORADO)

COUNTY OF PUEBLO) SS..

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

My commission expires: _____.

Notary Public

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

By _____

Heather Graham, Mayor



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

25-047

CONSULTANT FOR HUD-RELATED ACTIVITIES

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

1. INTRODUCTION

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

- A. Consultant shall satisfactorily provide professional advice, technical assistance, consulting, and related services for future Housing and Citizen Services regarding US Department of Housing and Urban Development (HUD) related activities and other projects on an as needed basis for the Project described in more detail in Schedule 1 attached hereto and incorporated herein by reference (the "Services"). Such Services shall include all usual and customary professional services incidental to the work on the Project. This Agreement follows the selection of Consultant by City pursuant to a Request for Proposals (RFP). All of the requirements of the RFP are incorporated herein by reference, unless any requirement is expressly excluded in Schedule 1.
- B. To the extent Consultant performs any of the Project work through subcontractors or subconsultants, Consultant shall be and remain as fully responsible for the full performance and quality of services performed by such subcontractors or subconsultants as it is for services performed directly by Consultant or Consultant's employees.
- C. To the extent Consultant requires access to private property to perform its services hereunder, Consultant shall be required to make arrangements to obtain such access. However, in the event City has already secured access for Consultant to any such property through a right of entry agreement, access agreement, letter of consent or other instrument, Consultant shall fully comply with and be subject to the terms and conditions set forth therein. A copy of any such instrument will be provided to Consultant upon request.

2. CONSULTANT'S RESPONSIBILITIES

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

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

- B. Consultant shall be completely responsible for the safety of Consultant's employees in the execution of work under this Agreement and shall provide all necessary safety and protective equipment for said employees.
- C. Consultant acknowledges that time is of the essence with respect to the completion of its services under this Agreement. At the time of each project assigned to Consultant by City, Consultant and City shall agree upon a schedule by which Consultant proposes to accomplish its work, with time periods for which it will commence and complete each major work item. Except to the extent the parties agree to time extensions for delays beyond the control of Consultant, Consultant shall adhere to this schedule and perform its work in a timely manner so as not to delay City's timetable for achievement of interim tasks and final completion of Project work. Consultant further acknowledges that each project's schedule will account for all reasonably anticipated delays, including the availability of information which must be obtained from any third parties.
- D. Before undertaking any work or incurring any expense which Consultant considers beyond or in addition to the Services described in Schedule 1 or otherwise contemplated by the terms of this Agreement, Consultant shall advise City in writing that (1) Consultant considers the work beyond the scope of this Agreement, (2) the reasons that Consultant believes the out of scope or additional work should be performed, and (3) a reasonable estimate of the cost of such work. Consultant shall not proceed with any out of scope or additional work until authorized in writing by City. The compensation for such authorized work shall be negotiated, but in the event the parties fail to negotiate or are unable to agree as to compensation, then Consultant shall be compensated for its direct costs and professional time at the rates set forth in Schedule 2 attached hereto.
- E. Consultant acknowledges that, due to the nature of the services for this project, related professional services, and the impact of same on the Project, the City has a substantial interest in the personnel and consultants to whom Consultant assigns principal responsibility for services performed under this Agreement. Consequently, Consultant represents that Consultant has selected and intends to employ or assign the key personnel and subconsultants identified in Schedule 3 ("Identification of Personnel, Subcontractors, and Task Responsibility") attached hereto for the Project assignments and areas of responsibility stated therein. Within 10 days of execution of this Agreement, City shall have the right to object in writing to employment on the Project of any such key person, subconsultant, or assignment of principal responsibility, in which

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

3. CITY'S RESPONSIBILITIES

- A. City agrees to advise Consultant regarding City's Project requirements and to provide all relevant information, data and previous reports accessible to City which Consultant may reasonably require.
- B. City shall designate a Project Representative to whom all communications from Consultant shall be directed and who shall have limited administrative authority on behalf of City to receive and transmit information and make decisions with respect to the Project. Said representative shall not, however, have authority to bind City as to matters of governmental policy or fiscal policy, nor to contract for additions or obligations exceeding a value which is the lesser of \$5000 or 5% of the maximum agreement price.
- C. City shall examine all documents presented by Consultant and render decisions pertaining thereto within a reasonable time. The City's approval of any analysis, communications, data, documents, evaluations, reports, reviews, and other services or product furnished hereunder shall not in any way relieve Consultant of responsibility for the professional adequacy of its work.
- D. City shall perform its obligations and render decisions within a reasonable time under the circumstances presented. Based upon the nature of City and its requirements, a period of 14 days shall be presumed reasonable for any decision not involving policy decision or significant financial impact, when all information reasonably necessary for City to responsibly render a decision has been furnished. A period of 46 days shall be presumed reasonable for City to act with respect to any matter involving policy or significant financial impact. The above periods of presumed reasonableness shall be extended where information reasonably required is not within the custody or control of City but must be procured from others.
- E. Notify Consultant whenever City becomes aware of any substantial development or occurrence which materially affects the scope or timing of Consultant's services.

4. TIME FOR PERFORMANCE

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

5. PAYMENT

- A. The cost of Services shall be as set forth in the attached Schedule 2, Fee Schedule.
- B. Consultant shall submit periodic, but not more frequently than monthly, applications for payment for actual professional services rendered and reimbursable expenses incurred. Such applications shall be submitted based upon the hourly rates and expense reimbursement provisions set forth in Schedule 2 attached hereto and shall contain appropriate documentation that such services have been performed and expenses incurred. Thereafter, City shall pay Consultant for the amount of the application within 45 days of the date of such application is received, provided that sufficient documentation has been furnished, and further provided that services have been completed to City's reasonable satisfaction and all required Consultant submittals have been provided.
- C. No separate or additional payment shall be made for profit, overhead, local telephone expenses, lodging, routine photocopying, computer time, secretarial or clerical time or similar expenses unless otherwise provided and listed in Schedule 2 - "Fee Schedule."
- D. No compensation shall be paid to Consultant for services required and expenditures incurred in correcting Consultant's mistakes or negligence.
- E. Compensation for authorized work beyond the scope of this Agreement shall be governed by Section 2.

6. TERM AND TERMINATION

- A. All prices quoted shall be honored for three (3) years unless there is an industry-wide price increase or decrease, which must be substantiated by a letter from the supplier or manufacturer. The agreement may be renewed in two (2) successive one-year periods by a separate written extension signed by both parties.
- B. City reserves the right to terminate this Agreement and Consultant's performance hereunder, at any time upon written notice, either for cause or for convenience. Upon such termination, Consultant and its subcontractors shall cease all work, stop incurring expenses, and shall promptly deliver to City all analysis, communications, data, documents, evaluations, reports, reviews, summaries, work product and materials, and all other information as Consultant may have accumulated in performing this Agreement, together with all finished work and work in progress. Consultant shall at all times act in good faith with respect to the orderly transfer of work to the City or any entity designated by City.
- C. Upon termination of this Agreement for events or reasons not the fault of Consultant, Consultant shall be paid at the rates specified in Schedule 2 for all services rendered and reasonable costs incurred to the date of termination; together with any reasonable costs incurred within 10 days of termination provided such latter costs could not be avoided or were

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

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

7. GENERAL PROVISIONS

7.1. Ownership of Documents

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

7.2. Advertising

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

7.3. Equal Employment Opportunity

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

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

7.4. Notices

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

7.5. Entire Agreement

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

7.6. Subcontracts

- A. City acknowledges that Consultant is the prime contractor and the only party with whom City has a contractual relationship under this Agreement. To the extent Consultant performs any Project activities through subconsultants or subcontractors, Consultant shall contractually bind each of its subconsultants and subcontractors by subcontract agreement to all of the terms of this Agreement which are for the benefit of City, and City shall be a third-party beneficiary of those subcontract provisions.
- B. Consultant shall indemnify and defend City from all claims and demands for payment for services provided by subcontractors of Consultant.
- C. Consultant acknowledges that, due to the nature of the services to be provided under this Agreement, the City has a substantial interest in the personnel and consultants to whom Consultant assigns principal responsibility for services performed under this Agreement. Consequently, Consultant represents that it has selected and intends to employ or assign the key personnel and consultants identified in its proposal submitted to City prior to execution of this Agreement to induce City to enter this Agreement. Consultant shall not change such

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

7.7. Successors and Assigns

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

7.8. Amendments

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

7.9. Choice of Law, Jurisdiction, and Venue

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

7.10. Severability

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

7.11. Appropriations

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

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

8. DISPUTES

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

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

- A. Consultant understands that City may be funding the Project in whole or part with funds provided by Federal, State, local, and other grants as they may become available. Consultant agrees it is subject to and shall comply with all applicable provisions and regulations of Federal, State, local and grant requirements for each project which the award has been made.
- B. Consultant shall comply with the attached Special Funding Requirements and Additional Funding Requirements for Department of Housing and Citizen Service Projects and any/all other Federal, State, and local laws applicable to its activities.
- C. All records with respect to any matters covered by this Agreement shall be available for inspection by City and or applicable agency for Federal, State, local, and/or granting agency for each project at any time during normal business hours and as often as agencies deem necessary, to audit, examine and make excerpts or transcripts of relevant information, and otherwise to perform its official functions or duties.
- D. If any of the work to be performed by Consultant under this Agreement is funded in whole or in part with federal or state funds, then this Agreement shall be construed to include all applicable terms required by the federal or state assistance agreement and integrated federal or state regulations. By executing this Agreement, Consultant agrees to be bound by all such mandatory federal or state requirements, irrespective of Consultant's actual knowledge or lack of knowledge of such requirements prior to execution of this Agreement.

10. INSURANCE

10.1. Conditions

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

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

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

10.2. Minimum Requirements

- A. Commercial General Liability Insurance. The Consultant shall secure and maintain during the period of this agreement and for such additional time as work on the project is being performed, Commercial General Liability Insurance issued to and covering the liability of the Consultant with respect to all work performed by it and all its subcontractors under the agreement, to be written on a comprehensive policy form. This insurance shall be written in amounts not less than \$1,000,000 for each occurrence and aggregate for personal injury including death and bodily injury and \$1,000,000 for each occurrence and aggregate for property damage. This policy of insurance shall name the City of Pueblo, its agents, officers and employees as additional insureds. The policy shall also provide coverage for contractual liability assumed by Consultant under the provisions of the agreement.
- B. Comprehensive Automobile Liability Insurance. The Consultant shall procure and maintain during the period of the agreement and for such additional time as work on the project is being performed, Comprehensive Automobile Liability Insurance. This insurance shall be written with limits of liability for and injury to one person in any single occurrence of not less than \$350,000 and for any injury to two or more persons in any single occurrence of not less than \$1,000,000. Alternate coverage of combined single limit, each accident, in an amount of not less than \$1,000,000 may be accepted at the discretion of the Purchasing Director. This insurance shall include uninsured/underinsured motorist coverage and shall protect the Consultant from any and all claims arising from the use both on and off the site of the project of automobiles whether owned, leased, hired or used by Consultant.
- C. Workers' Compensation Insurance complying with statutory requirements in Colorado and in any other state or states where the work is performed. The Workers' Compensation Insurance policy shall contain an endorsement waiving subrogation against the City.
- D. Professional Liability Insurance with coverage of not less than \$1,000,000 in a form and with a deductible acceptable to City.

10.3. Governmental Immunity

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

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

11. ACCESSIBILITY

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

12. IMMIGRATION REFORM AND CONTROL ACT OF 1986

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

13. PERA LIABILITY

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

14. SCHEDULES

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

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

15. SIGNATURE

- A. This Agreement and all other documents contemplated hereunder may be executed using electronic signatures with delivery via facsimile transmission, by scanning and transmission of electronic files in Portable Document Format (PDF) or other readily available file format, or by copy transmitted via email, or by other electronic means and in one or more counterparts, each of which shall be: (1) an original, and all of which taken together shall constitute one and the same agreement, (2) a valid and binding agreement and fully admissible under state and federal law, and (3) enforceable in accordance with its terms.
- B. This Agreement, together with all Project Documents incorporated by reference, constitutes the entire Agreement between City and Consultant with respect to their subject matter, and may not be amended or modified except by written document signed by both parties.

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

CITY OF PUEBLO, A MUNICIPAL CORPORATION

COMMUNITY DEVELOPMENT STRATEGIES, LLC

By _____
Naomi Hedden, Director of Purchasing

By _____
Doug Carlson, Managing Member

Attest _____
Marisa Stoller, City Clerk

[SEAL]

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

Danny Nunn, Director of Finance

APPROVED AS TO FORM
DEPARTMENT OF LAW

Laura Portis, Assistant City Attorney

Attachments: Schedules 1 – 4 and Additional Information for Agreement

Schedule 1

Scope of Services

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

3.1. Objective

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

3.2. Minimum Qualifications

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

- A. Environmental Reviews
 - 1. Experience reviewing and interpreting environmental Reviews and Assessments including Part 50, Part 58, Phase 1 and Phase 2.
 - 2. Experience determining mitigation based on environmental hazards
- B. HUD Regulatory Issues
 - 1. Experience reading, interpreting, and implementing HUD regulations
 - 2. Best practices regarding HUD regulatory implementation
 - 3. Experience with CDBG and HOME funding sources
- C. CDBG/HOME Plans
 - 1. Experience with CAPER, Annual Action Plan, and 5-year Consolidated Plans
 - 2. Experience working in IDIS preferred

3.3. Scope of Service

- A. Work tasks will be assigned on an as needed basis.
- B. All deliverables must be submitted in electronic format as agreed upon at time of task assignment.
- C. All work completed shall be available for use by the Housing and Citizen Services Department staff.
- D. It is anticipated that the Consultant shall provide, at a minimum, advice and technical assistance for individual projects that may include the following:
 - 1. Regulatory issues
 - 2. Grant and financing opportunities
 - 3. Reporting and administrative requirements

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

3.4. Project Implementation

- A. The intent of this project is to qualify one Consultant for future work as needed.
- B. At the time of each project or work task, Project Manager will request a Proposal from the Consultant.
 1. The project Proposal shall include an hourly consultant fee, with a not-to-exceed amount.
 2. Most projects or tasks will be small in nature, such as interpreting a regulation or specific questions as to how a regulation may apply to a specific situation.
- C. The Project Manager will evaluate the Proposal and determined if the project will be awarded to Consultant.
- D. Based on the work task/project, a subsequent Professional Services Agreement may be required for review/approval of City Council.
- E. Additional work and/or cost overages during the project must be pre-authorized with written approval of the City's Project Manager.
- F. If the City and Consultant are unable to agree on a scope of work and fee structure for a project, the City retains the right to negotiate with other firms able to provide services for the project.
- G. The term of the Professional Consulting Services Agreement is outlined in Section 6.5.

Schedule 2

Fee Schedule

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

Fee Schedule

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

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

Schedule 3

Identification of Personnel, Subcontractors, and Task Responsibility

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



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

Qualifications Highlights

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

Certifications and Trainings

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

Education

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

Doug Carlson

CEO, Managing Director, Community Development Strategies

RELEVANT EXPERIENCE

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

PROJECT EXPERIENCE

HOME-ARP Webinars, Products and Direct TA, U.S. Department of Housing and Urban Development, 09/2021–Present

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

HUD Program Consulting Services, City of Seattle, Seattle, WA, 06/2023–Present

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

Dallas Leadership Training, City of Dallas, Dallas, TX, 03/2024–Present

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

HOME-ARP Allocation Plan, State of Washington, Olympia, WA, 06/2023-03/2024

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

IOWA HOME-ARP Technical Assistance, State of Iowa, Des Moines, IA, 06/2023–02/2024

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

HOME Fundamentals Training, TDA Consulting, Various Locations, 01-2022 – Present

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

EMPLOYMENT HISTORY

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

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

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



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

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

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

Accomplishments during this period include:

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

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

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

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

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

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

Project Manager, City of Boise, Idaho

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

RECENT PRESENTATIONS

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

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

AWARDS

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

Schedule 4

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

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

8.1. Special Funding Contract Requirements

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

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

- A. Although some of the funding contract requirements below are for greater amounts than anticipated in this award, the specific sections are included for possible future work task/projects.**
- B. Definitions
 - 1. Agreement: For the purposes of this bid and/or project, agreement shall indicate a contract between City and Contractor.
 - 2. Contractor: Awarded bidder, consultant, and/or engineer contracted or under agreement with the City for a specified duration or for specific project work.
 - 3. Contract:: Any form of agreement, award, written contract, issued purchase order, purchase agreement, etc. as issued by the City as a result of a formal or informal bid, cooperative agreement, or other award as determined appropriate by the Purchasing Director and/or City Mayor and/or City Council.
- C. Notice
 - 1. The project(s) and contracts utilizing funds from a federally established fund, disaster relief program, state program, or other grant fund are subject to the sections contained herein and signature of the bid by the Contractor shall constitute Contractor's agreement to all terms within this bid, agreement, and/or contract.
 - 2. Failure to adhere to all federal, FEMA, state, grant, and City project requirements may mean suspension or department by the City of Pueblo, the federal government, and other FEMA awarded projects (as per 2 CFR, Part 180, Implementing Executive Orders 12549 and 12689). It is the Contractor's responsibility to adhere to any federal fund project requirements that may be revised, added, stipulated by the situation or federal fund advisor, etc. Additionally, Contractor must adhere to the terms of the grant award as applicable for each project, including all federal laws, executive orders, federal regulations, state oversight regulations,

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

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

8.2. Remedies

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

- A. All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.
- B. The City may withhold any amount that may be due Contractor as the City deems necessary to protect the City against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the City in procuring from third parties replacement products and services necessary to complete the project.
- C. City may deny payment for products not received and services not performed, or that due to Contractor's actions/inactions cannot be delivered/performed, or if they were delivered/performed and are reasonably of no value to the City, provided that any denial of payment shall be equal to the value of the City's obligations for products/services not delivered/performed.

8.3. Termination for Cause and Convenience

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

- A. Termination for Cause. Contractor's failure to perform or observe any covenant, condition, provision, or term of the contract shall constitute Contractor's default. In the event of Contractor's default, the City shall have the right to exercise its legal and equitable remedies as listed above and may immediately terminate the agreement upon written notice to Contractor.
- B. Termination for Convenience. City shall have the option, in its sole discretion, to terminate the contract at any time during the term for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination including date on which termination shall become effective.
- C. Within 30 days after specified termination, Contractor shall submit to City a final invoice for actual property shipped, received, and accepted and/or services (partial or in full) accepted as complete by the City's authorized representative. All invoices shall be pro-rated for exact amount of product received or work submitted. City shall not pay any additional costs for loss of work or contract, administrative or work costs after termination date, costs to subcontractors or subconsultants for loss of work, or any other conditions. The City's payment obligation under this Section shall survive termination of the contract.

8.4. Equal Employment Opportunity

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

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

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - 1. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- D. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant

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

- G. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. The Contractor will include the portion of the sentence immediately preceding paragraph A and the provisions of paragraphs A through H in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:
 - 1. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

8.5. Rights to Inventions Made Under a Contract/Agreement

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

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

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

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

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

2. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the federal, state, or other grant funding agency and the appropriate Environmental Protection Agency Regional Office.
 3. The Contractor agrees to include these requirements in each subcontract meeting or exceeding \$150,000.
- B. Federal Water Pollution Control Act:
1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
 2. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the federal, state, or other grant funding agency and the appropriate Environmental Protection Agency Regional Office.
 3. The Contractor agrees to include these requirements in each subcontract meeting or exceeding \$150,000.

8.7. Debarment and Suspension

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

- A. This contract is a covered transaction for purposes of 2 CFR, Part 180 and 2 CFR, Part 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 CFR Section 180.995) or its affiliates (defined at 2 CFR Section 180.905) are excluded (defined at 2 CFR Section 180.940) or disqualified (defined at 2 CFR Section 180.935).
- B. The Contractor must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. This certification is a material representation of fact relied upon by City. If it is later determined that the Contractor did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. The bidder agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8.8. Byrd Anti-lobbying Amendment

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

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

8.9. Procurement of Recovered Materials

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

- A. In the performance of this contract/agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items in accordance with 40 C.F.R. Part 247, unless the product cannot be acquired:
 - 1. Competitively within a timeframe providing for compliance with the contract performance schedule.
 - 2. Meeting contract performance requirements.
 - 3. At a reasonable price.
- B. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- C. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

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

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

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

8.11. Domestic Preferences for Procurement

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

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

8.12. Access to Records

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

- A. The Contractor agrees to provide the federal fund and/or grant provider, the City, the Comptroller General of the United States, and/or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
- B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the federal fund and/or grant provider or the Comptroller General of the United States.

8.13. Changes

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

- A. The cost of changes, modifications, change orders, or constructive changes must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of the project scope.
- B. Changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract as long as the City and Contractor agree to change in writing and change still meets any funding submittal and expiration dates.

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

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

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

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

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

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

8.16. No Obligation by Federal Government

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

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

8.17. Fraud and False or Fraudulent or Related Acts

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

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

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

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

Additional Information for Agreement

Proposer's Agreement to Special Funding Requirements

System for Award Management (SAM.gov) Registration

Certificate of Good Standing

Affirmative Action Plan

PERA Questionnaire

Insurance Certificate(s)

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

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

CERTIFICATIONS REQUIRED FOR DEPARTMENT OF HOUSING AND CITIZEN SERVICE PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

Company Name: Community Development Strategies, LLC

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

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

**REVIEWED**

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

COMMUNITY DEVELOPMENT STRATEGIES LL

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

Business Information

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

Registration Dates

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

Entity Dates

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

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

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

Proceedings Questions

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

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

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

Yes

Entity Types

Business Types

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

Socio-Economic Types

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

Financial Information

Accepts Credit Card Payments Yes	Debt Subject To Offset No
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EFT Indicator 0000	CAGE Code (blank)
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Points of Contact

Electronic Business

👤 Douglas Carlson	16373 SW Edminston RD Wilsonville, Oregon 97070 United States
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Government Business

👤 Douglas Carlson	16373 SW Edminston RD Wilsonville, Oregon 97070 United States
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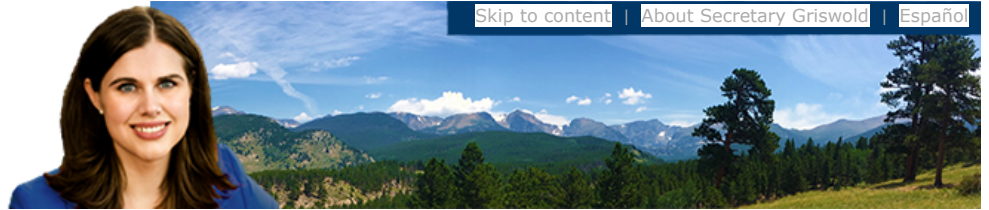
Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
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Disaster Response

This entity does not appear in the disaster response registry.



Summary

For this Record...

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[Business Information](#)

[Business Search](#)

[FAQs, Glossary and Information](#)

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

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

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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,

Community Development Strategies, LLC

is an entity formed or registered under the law of Oregon, has complied with all
applicable requirements of this office, and is in good standing with this office. This entity has
been assigned entity identification number 20258011052.

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

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this
official certificate at Denver, Colorado on 09/15/2025 @ 08:25:32 in accordance with applicable law.
This certificate is assigned Confirmation Number 17685258.



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."



AFFIRMATIVE ACTION PLAN

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

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

Sincerely,

Douglas Carlson

Signature

Doug Carlson

Printed Name

CEO, Managing Member

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

9/3/25

Date

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

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

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

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

If you answered “yes” please state which of the above entities best describes your business:

_____.

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

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

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

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

Company Name: Community Development Strategies, LLC

Authorized Signature: *Douglas Carlson* Title: CEO, Managing Member

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/17/2025

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

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

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

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

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

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

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

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Add Waiver of Auto Insurance

Add Waiver of Worker's Comp Insurance



Axon Enterprise, Inc.
 17800 N 85th St
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic:(800) 978-2737
 International: +1.800.978.2737

Q-688987-45943BM

Issued: 10/13/2025

Quote Expiration: 11/14/2025

Estimated Contract Start Date: 12/15/2025

Account Number: 105756

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
Pueblo Police Department - CO 200 S Main St Pueblo, CO 81003-3525 USA	Pueblo Police Department - CO 200 S Main St Pueblo CO 81003-3525 USA Email: 84-6000615

SALES REPRESENTATIVE	PRIMARY CONTACT
Brian Moutinho Phone: +1 9168062275 Email: bmoutinho@axon.com Fax:	James Martin Phone: (719) 549-1200 Email: jmartin@pueblo.us Fax: (719) 5532479

Quote Summary

Program Length	52 Months
TOTAL COST	\$138,924.60
ESTIMATED TOTAL W/ TAX	\$138,924.60

Discount Summary

Average Savings Per Year	\$3,757.37
TOTAL SAVINGS	\$16,281.92

Payment Summary

Date	Subtotal	Tax	Total
Nov 2025	\$138,924.60	\$0.00	\$138,924.60
Total	\$138,924.60	\$0.00	\$138,924.60

Quote Unbundled Price: \$155,206.52
 Quote List Price: \$155,206.52
 Quote Subtotal: \$138,924.60

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Hardware									
50221	AXON INTERVIEW - POE SWITCH - 24 PORT	1			\$1,518.00	\$0.00	\$0.00	\$0.00	\$0.00
74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	5			\$64.00	\$64.00	\$320.00	\$0.00	\$320.00
50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	4			\$356.00	\$0.00	\$0.00	\$0.00	\$0.00
74116	AXON INTERVIEW - COVERT ENCLOSURE	4			\$110.00	\$110.00	\$440.00	\$0.00	\$440.00
50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	4			\$209.00	\$209.00	\$836.00	\$0.00	\$836.00
50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	4			\$700.00	\$700.00	\$2,800.00	\$0.00	\$2,800.00
50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	7			\$209.00	\$209.00	\$1,463.00	\$0.00	\$1,463.00
50298	AXON INTERVIEW - CAMERA - OVERT DOME	7			\$985.00	\$985.00	\$6,895.00	\$0.00	\$6,895.00
50295	AXON INTERVIEW - SERVER - PRO	2			\$5,413.00	\$5,413.00	\$10,826.00	\$0.00	\$10,826.00
50322	AXON INTERVIEW - TOUCH PANEL PRO	6			\$2,532.00	\$2,532.00	\$15,192.00	\$0.00	\$15,192.00
A la Carte Software									
50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	6	52		\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00
50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	6	52		\$27.82	\$13.91	\$4,339.92	\$0.00	\$4,339.92
50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	11	52		\$110.19	\$110.19	\$63,028.68	\$0.00	\$63,028.68
A la Carte Services									
85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	6			\$5,000.00	\$5,000.00	\$30,000.00	\$0.00	\$30,000.00
A la Carte Warranties									
101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	6			\$464.00	\$464.00	\$2,784.00	\$0.00	\$2,784.00
Total							\$138,924.60	\$0.00	\$138,924.60

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
A la Carte	50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	4	1	11/15/2025
A la Carte	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	7	1	11/15/2025
A la Carte	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	4	1	11/15/2025
A la Carte	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	4	1	11/15/2025
A la Carte	50221	AXON INTERVIEW - POE SWITCH - 24 PORT	1	1	11/15/2025
A la Carte	50295	AXON INTERVIEW - SERVER - PRO	2	1	11/15/2025
A la Carte	50298	AXON INTERVIEW - CAMERA - OVERT DOME	7	1	11/15/2025
A la Carte	50322	AXON INTERVIEW - TOUCH PANEL PRO	6	1	11/15/2025
A la Carte	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	5	1	11/15/2025

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
A la Carte	74116	AXON INTERVIEW - COVERT ENCLOSURE	4	1	11/15/2025

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	6	12/15/2025	04/14/2030
A la Carte	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	6	12/15/2025	04/14/2030
A la Carte	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	11	12/15/2025	04/14/2030

Services

Bundle	Item	Description	QTY
A la Carte	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	6

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	6		

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	200 S Main St	Pueblo	CO	81003-3525	USA

Payment Details

Nov 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Upfront Bill	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	6	\$2,784.00	\$0.00	\$2,784.00
Upfront Bill	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	6	\$0.00	\$0.00	\$0.00
Upfront Bill	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	6	\$4,339.92	\$0.00	\$4,339.92
Upfront Bill	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	11	\$63,028.68	\$0.00	\$63,028.68
Upfront Bill	50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	4	\$0.00	\$0.00	\$0.00
Upfront Bill	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	7	\$1,463.00	\$0.00	\$1,463.00
Upfront Bill	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	4	\$836.00	\$0.00	\$836.00
Upfront Bill	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	4	\$2,800.00	\$0.00	\$2,800.00
Upfront Bill	50221	AXON INTERVIEW - POE SWITCH - 24 PORT	1	\$0.00	\$0.00	\$0.00
Upfront Bill	50295	AXON INTERVIEW - SERVER - PRO	2	\$10,826.00	\$0.00	\$10,826.00
Upfront Bill	50298	AXON INTERVIEW - CAMERA - OVERT DOME	7	\$6,895.00	\$0.00	\$6,895.00
Upfront Bill	50322	AXON INTERVIEW - TOUCH PANEL PRO	6	\$15,192.00	\$0.00	\$15,192.00
Upfront Bill	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	5	\$320.00	\$0.00	\$320.00
Upfront Bill	74116	AXON INTERVIEW - COVERT ENCLOSURE	4	\$440.00	\$0.00	\$440.00
Upfront Bill	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	6	\$30,000.00	\$0.00	\$30,000.00
Total				\$138,924.60	\$0.00	\$138,924.60

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

10/13/2025



**PURCHASE AGREEMENT AND
ESCROW INSTRUCTIONS
(NORTHERN & ORMAN – CITY LAND EXCHANGE)**

City: City of Pueblo, a Colorado municipal corporation
211 East D Street
Pueblo, Colorado 81003
Attention: Ms. Beritt Odom
Telephone: 719-553-2244
Facsimile: ___ - ___ - ___
E-Mail: bodom@pueblo.us

with a copy to: City of Pueblo, a Colorado municipal corporation
1 City Hall Place, 3rd Floor
Pueblo, Colorado 81003
Attention: Carla Sikes, City Attorney
Telephone: 719-562-3896
Facsimile: ___ - ___ - ___
E-Mail: csikes@pueblo.us

Circle K: Circle K Stores Inc., a Texas corporation
5500 South Quebec Street, Suite 100
Greenwood Village, Colorado 80111
Attention: Jon Douglas, Real Estate Development Manager
Telephone: (720) 341-5246
E-Mail: jon.douglas@circlek.com

with a copy to: Haynes and Boone, LLP
112 E. Pecan, Suite 2400
San Antonio, Texas 78205
Attention: George Hinchey
Telephone: (210) 978-7415
E-Mail: George.hinchey@haynesboone.com

Escrow Agent: Chicago Title of Texas, LLC
Attention: Allyson Shirar
13737 Noel Rd., Suite 100
Dallas, Texas 75240
Telephone: (972) 619-4649
E-mail: Allyson.Shirar@ctt.com

Escrow #: _____

- City Property:** Approximately 10,000 square feet located at 819 West Northern Avenue, Pueblo, Colorado 81004, designated as County Assessor Parcel No. 1501319003, and legally described and/or generally depicted on **Exhibit “A”** (the “**City Land**”), together with all improvements and appurtenances thereto.
- Acquisition Property:** Approximately 149,000 square feet located at 1228 East Orman Avenue, Pueblo, Colorado 81004, designated as County Assessor Parcel Nos. 1501319002 and 1501319001, and legally described and/or generally depicted on **Exhibit “B”** (the “**Acquisition Land**”), together with all improvements and appurtenances thereto.
- Circle K Property:** Approximately 60,000 square feet located at 1228 East Orman Avenue, Pueblo, Colorado 81004, designated as County Assessor Parcel Nos. 1501319002 and 1501319001, and legally described and/or generally depicted on **Exhibit “C”** (the “**Circle K Land**”), together with all improvements and appurtenances thereto. For clarification purposes, the Circle K Land is a portion of the Acquisition Land.
- Exchange Property:** Approximately 99,000 square feet located at 1228 East Orman Avenue, Pueblo, Colorado 81004, designated as County Assessor Parcel Nos. 1501319002 and 1501319001, and legally described and/or generally depicted on **Exhibit “C”** (the “**Exchange Land**”), together with all improvements and appurtenances thereto. For clarification purposes, the Exchange Land is a portion of the Acquisition Land.
- Purchase Price:** The purchase price to be paid by City for the Exchange Property at Closing (as defined below) shall be Six Hundred Thousand and No/100 Dollars (\$600,000.00).
- Investigation Period:** Ninety (90) days from the Effective Date (as defined below).
- Governmental Approval Period:** One Hundred Eighty (180) days from the expiration of the Investigation Period, subject to any applicable extensions.
- Extension Periods:** Two (2) 60-day extensions of the Governmental Approval Period.
- Acquisition Date:** The date as defined in Section 5.07.
- Closing Date:** Thirty (30) days after the earlier of (i) expiration of the Governmental Approval Period or (ii) the Acquisition Date, provided, however, upon ten (10) days prior written notice, Circle K may cause the Closing Date to occur simultaneously with the Acquisition Date (for a simultaneous closing with the Acquisition Contract).

THE TERMS LISTED ABOVE ARE DEFINED TERMS THAT ARE REFERRED TO THROUGHOUT THIS PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS.

RECITALS

A. City is the Owner of the City Property legally described and/or generally depicted on **Exhibit “A”**.

B. Circle K is currently negotiating the purchase of the Acquisition Property legally described and/or generally depicted on **Exhibit “B”**.

C. Subject to the successful acquisition by Circle K of the Acquisition Property in accordance with the terms of the Acquisition Contract (as defined below) and the terms and conditions hereof, Circle K desires to convey the Exchange Property legally described and/or generally depicted on **Exhibit “C”** to the City in exchange for (i) the City’s payment of the Purchase Price (defined below) and (ii) the City’s conveyance of the City Property to Circle K (as further described in Sections 1.02 and 1.03, the “**Exchange Transaction**”).

ARTICLE I AGREEMENT, EXCHANGE

Section 1.01. Agreement. This Purchase Agreement and Escrow Instructions (inclusive of all exhibits, this “**Contract**”) will constitute a binding and effective agreement of City and Circle K effective as of the “**Effective Date**” (as defined in Section 1.04).

Section 1.02. Circle K Exchange. Subject to the terms and conditions set forth in this Contract and in consideration of the City’s agreement in Section 1.03, Circle K agrees to convey to the City the Exchange Property, and the City hereby agrees to accept from Circle K the Exchange Property and pay the Purchase Price.

Section 1.03. City Exchange. Subject to the terms and conditions set forth in this Contract and in consideration of Circle K’s agreement in Section 1.02, City agrees to convey to Circle K the City Property and Circle K hereby agrees to accept from City the City Property.

Section 1.04. Effective Date. The term “**Effective Date**” means the date upon which Escrow Agent has in its possession at least one fully executed original or electronic counterpart of this Contract and, by its execution below, accepts this Contract as its escrow instructions. Escrow Agent will indicate the date of the Effective Date on Escrow Agent’s Acceptance attached at the end of this Contract.

Section 1.05. Close of Escrow. The completion of the Exchange Transaction and closing of the Escrow (referred to interchangeably as the “**Closing**” or the “**Close of Escrow**”) will occur on or before the Closing Date or any earlier date agreed to between City and Circle K.

Section 1.06. Escrow Instructions. This Contract, including the “**Additional Escrow Instructions**” attached as **Exhibit “D”**, will constitute the sole escrow instructions to Escrow Agent, and no standard form escrow instructions of Escrow Agent will be used for this Escrow.

Section 1.07. Earnest Money and Purchase Price. City agrees to execute a promissory note in favor of Circle K in the amount of \$25,000.00 and deposit the same with the Escrow Agent no later than five (5) days after execution of this Contract (the “**Earnest Money Promissory Note**”). The Earnest Money Promissory Note shall be in the form and substance of the attached Schedule 1.07 attached hereto and made part hereof for all purposes. Circle K agrees to deposit \$25,000.00 with the Escrow Agent no later than five (5) days after the Effective Date (the “**CK Earnest Money**”). The City Earnest Money and the CK Earnest Money being collectively referred to herein as the “**Earnest Money**”. If the Escrow closes, the City Earnest

Money Promissory Note will be cancelled and returned to the City. To consummate its purchase of the Exchange Property, City agrees to pay the Purchase Price to Circle K in cash (“Closing Cash”) through Escrow on the Closing Date.

Section 1.08. AS IS CONDITION. Except as it relates to (i) City’s representations and warranties as set forth in this Contract and (ii) matters set forth in the closing documents pursuant to the transaction contemplated herein to include, without limitation, the warranty of title contained in the Deed, Circle K acknowledges that it will be acquiring the City Property based solely upon its inspection and investigation of the City Property and that Circle K will be purchasing the City Property “AS IS” “WHERE IS” and “WITH ALL FAULTS” based upon the condition of the City Property as of the Effective Date. EXCEPT AS EXPRESSLY PROVIDED IN THIS CONTRACT AND ANY CLOSING DOCUMENTS PURSUANT TO THE TRANSACTIONS CONTEMPLATED IN THIS CONTRACT (INCLUDING, WITHOUT LIMITATION, City’s REPRESENTATIONS AND WARRANTIES IN SECTION 3.03), CITY MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE CITY PROPERTY. THIS PROVISION SHALL SURVIVE CLOSING.

Except as it relates to (i) Circle K’s representations and warranties as set forth in this Contract and (ii) matters set forth in the closing documents pursuant to the transaction contemplated herein to include, without limitation, the warranty of title contained in the Deed, City acknowledges that it will be acquiring the Exchange Property based solely upon its inspection and investigation of the Exchange Property and that City will be purchasing the Exchange Property “AS IS” “WHERE IS” and “WITH ALL FAULTS” based upon the condition of the Exchange Property as of the Effective Date. EXCEPT AS EXPRESSLY PROVIDED IN THIS CONTRACT AND ANY CLOSING DOCUMENTS PURSUANT TO THE TRANSACTIONS CONTEMPLATED IN THIS CONTRACT (INCLUDING, WITHOUT LIMITATION, Circle K’s REPRESENTATIONS AND WARRANTIES IN SECTION 3.04), CIRCLE K MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE EXCHANGE PROPERTY. THIS PROVISION SHALL SURVIVE CLOSING.

Section 1.09. Release. IF CITY ELECTS TO ACQUIRE CIRCLE K’S INTEREST IN THE PROPERTY UNDER THE TERMS OF THIS CONTRACT, CITY, FOR ITSELF AND ITS AFFILIATES, ANY PERMITTED ASSIGNEE, ANY LENDER, AND ANY OF THEIR RESPECTIVE OFFICERS, EMPLOYEES, PARTNERS, MEMBERS, AGENTS, ATTORNEYS, CONSULTANTS, CONTRACTORS, ADVISORS, AND OTHER REPRESENTATIVES, AND THEIR RESPECTIVE HEIRS, SUCCESSORS, PERSONAL REPRESENTATIVES, AND ASSIGNS, AGREES, EXCEPT AS EXPRESSLY PROVIDED IN THIS CONTRACT AND ANY CLOSING DOCUMENTS PURSUANT TO THE TRANSACTIONS CONTEMPLATED IN THIS CONTRACT (INCLUDING, WITHOUT LIMITATION, CIRCLE K’S REPRESENTATIONS AND WARRANTIES IN SECTION 3.04), TO ACCEPT THE EXCHANGE PROPERTY AT THE CLOSING AS-IS, WHERE-AS WITH ALL FAULTS, AND WAIVE AND RELEASE ALL OBJECTIONS, SUITS, CAUSES OF ACTION, DAMAGES, LIABILITIES, LOSSES, DEMANDS, PROCEEDINGS EXPENSES AND CLAIMS AGAINST CIRCLE K (INCLUDING, BUT NOT LIMITED TO, ANY RIGHT OR CLAIM OF CONTRIBUTION) (COLLECTIVELY, “CLAIMS”) ARISING FROM OR RELATED TO THE EXCHANGE PROPERTY OR TO ANY HAZARDOUS MATERIALS ON THE EXCHANGE PROPERTY, WHETHER DIRECT OR INDIRECT, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, THAT MAY EXIST OR ARISE ON ACCOUNT OF OR IN ANY WAY BE CONNECTED WITH THE EXCHANGE PROPERTY (INCLUDING WITHOUT LIMITATION THE PHYSICAL, OPERATIONAL, ENVIRONMENTAL, AND STRUCTURAL CONDITION OF THE PROPERTY) OR ANY LAW OR REGULATION

APPLICABLE THERETO, INCLUDING WITHOUT LIMITATION ANY CLAIMS OR OTHER MATTERS RELATING TO THE USE, PRESENCE, DISCHARGE OR RELEASE OF HAZARDOUS MATERIALS ON, UNDER, IN, ABOVE OR ABOUT THE PROPERTY, EXCEPTING (A) ANY CLAIMS BY CITY AGAINST CIRCLE K FOR A BREACH OR DEFAULT (WHETHER OCCURRING PRIOR TO OR SUBSEQUENT TO CLOSING) UNDER THIS CONTRACT BY CIRCLE K AND (B) ANY CLAIMS BROUGHT BY A THIRD PARTY ARISING OUT OF CIRCLE K'S ACTS OR OMISSIONS WITH RESPECT TO THE EXCHANGE PROPERTY PRIOR TO CLOSING. CITY ACKNOWLEDGES AND AGREES THAT CIRCLE K HAS AGREED TO ENTER INTO THIS CONTRACT IN CONSIDERATION FOR AND IN RELIANCE UPON THE LIMITATIONS OF LIABILITY CONTAINED IN THIS CONTRACT, THAT THE TRANSACTION CONTEMPLATED HEREIN IS BASED IN PART ON SUCH LIMITATIONS OF LIABILITY, THAT THE PURCHASE PRICE IS BASED IN PART ON SUCH LIMITATIONS OF LIABILITY, AND THAT CIRCLE K WOULD NOT HAVE AGREED TO EXECUTE THIS CONTRACT OR EXCHANGE THE EXCHANGE PROPERTY TO CITY ON TERMS THAT DID NOT INCLUDE SUCH LIMITATIONS OF LIABILITY. EXCEPT AS EXPRESSLY PROVIDED IN THIS CONTRACT AND ANY CLOSING DOCUMENTS PURSUANT TO THE TRANSACTIONS CONTEMPLATED IN THIS CONTRACT (INCLUDING, WITHOUT LIMITATION, CIRCLE K'S REPRESENTATIONS AND WARRANTIES IN SECTION 3.04), THE WAIVERS AND RELEASES CONTAINED IN THIS SECTION EXTEND TO ALL CLAIMS OF ANY NATURE AND KIND WHATSOEVER, KNOWN OR UNKNOWN, SUSPECTED OR NOT SUSPECTED, AND, TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, CITY WAIVES ANY PROVISIONS OF APPLICABLE LAW THAT OTHERWISE MAY LIMIT OR PROHIBIT SUCH WAIVERS AND RELEASES. THE PROVISIONS OF THIS SECTION WILL SURVIVE CLOSING OR ANY EARLIER TERMINATION OF THIS CONTRACT.

IF CIRCLE K ELECTS TO ACQUIRE CITY'S INTEREST IN THE PROPERTY UNDER THE TERMS OF THIS CONTRACT, CIRCLE K, FOR ITSELF AND ITS AFFILIATES, ANY PERMITTED ASSIGNEE, ANY LENDER, AND ANY OF THEIR RESPECTIVE OFFICERS, EMPLOYEES, PARTNERS, MEMBERS, AGENTS, ATTORNEYS, CONSULTANTS, CONTRACTORS, ADVISORS, AND OTHER REPRESENTATIVES, AND THEIR RESPECTIVE HEIRS, SUCCESSORS, PERSONAL REPRESENTATIVES, AND ASSIGNS, AGREES, EXCEPT AS EXPRESSLY PROVIDED IN THIS CONTRACT AND ANY CLOSING DOCUMENTS PURSUANT TO THE TRANSACTIONS CONTEMPLATED IN THIS CONTRACT (INCLUDING, WITHOUT LIMITATION, CITY'S REPRESENTATIONS AND WARRANTIES IN SECTION 3.03), TO ACCEPT THE CITY PROPERTY AT THE CLOSING AS-IS, WHERE-AS WITH ALL FAULTS, AND WAIVE AND RELEASE ALL OBJECTIONS, SUITS, CAUSES OF ACTION, DAMAGES, LIABILITIES, LOSSES, DEMANDS, PROCEEDINGS EXPENSES AND CLAIMS AGAINST CITY (INCLUDING, BUT NOT LIMITED TO, ANY RIGHT OR CLAIM OF CONTRIBUTION) (COLLECTIVELY, "CLAIMS") ARISING FROM OR RELATED TO THE CITY PROPERTY OR TO ANY HAZARDOUS MATERIALS ON THE CITY PROPERTY, WHETHER DIRECT OR INDIRECT, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, THAT MAY EXIST OR ARISE ON ACCOUNT OF OR IN ANY WAY BE CONNECTED WITH THE CITY PROPERTY (INCLUDING WITHOUT LIMITATION THE PHYSICAL, OPERATIONAL, ENVIRONMENTAL, AND STRUCTURAL CONDITION OF THE PROPERTY) OR ANY LAW OR REGULATION APPLICABLE THERETO, INCLUDING WITHOUT LIMITATION ANY CLAIMS OR OTHER MATTERS RELATING TO THE USE, PRESENCE, DISCHARGE OR RELEASE OF HAZARDOUS MATERIALS ON, UNDER, IN, ABOVE OR ABOUT THE PROPERTY, EXCEPTING (A) ANY CLAIMS BY CIRCLE K AGAINST CITY FOR A BREACH OR DEFAULT (WHETHER OCCURRING PRIOR TO OR SUBSEQUENT TO CLOSING) UNDER THIS CONTRACT BY CITY AND (B) ANY CLAIMS BROUGHT BY A THIRD PARTY ARISING OUT OF CITY'S ACTS OR OMISSIONS WITH RESPECT TO THE CITY PROPERTY PRIOR TO CLOSING. CIRCLE K ACKNOWLEDGES AND AGREES THAT CITY HAS AGREED TO ENTER INTO THIS CONTRACT IN CONSIDERATION FOR AND IN RELIANCE UPON THE LIMITATIONS OF

LIABILITY CONTAINED IN THIS CONTRACT, THAT THE TRANSACTION CONTEMPLATED HEREIN IS BASED IN PART ON SUCH LIMITATIONS OF LIABILITY, AND THAT CITY WOULD NOT HAVE AGREED TO EXECUTE THIS CONTRACT OR CITY THE EXCHANGE PROPERTY TO CIRCLE K ON TERMS THAT DID NOT INCLUDE SUCH LIMITATIONS OF LIABILITY. EXCEPT AS EXPRESSLY PROVIDED IN THIS CONTRACT AND ANY CLOSING DOCUMENTS PURSUANT TO THE TRANSACTIONS CONTEMPLATED IN THIS CONTRACT (INCLUDING, WITHOUT LIMITATION, CITY'S REPRESENTATIONS AND WARRANTIES IN SECTION 3.03), THE WAIVERS AND RELEASES CONTAINED IN THIS SECTION EXTEND TO ALL CLAIMS OF ANY NATURE AND KIND WHATSOEVER, KNOWN OR UNKNOWN, SUSPECTED OR NOT SUSPECTED, AND, TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, CIRCLE K WAIVES ANY PROVISIONS OF APPLICABLE LAW THAT OTHERWISE MAY LIMIT OR PROHIBIT SUCH WAIVERS AND RELEASES. THE PROVISIONS OF THIS SECTION WILL SURVIVE CLOSING OR ANY EARLIER TERMINATION OF THIS CONTRACT.

ARTICLE II DUE DILIGENCE DOCUMENTS

Section 2.01. Title. Within five (5) days after the Effective Date, Escrow Agent will provide Circle K with a preliminary title report or title commitment for an ALTA extended owner's policy of title insurance for the City Property in the amount reasonably requested by Circle K and complete and legible copies of all instruments and documents referred to as exceptions to title, including a copy of the so-called vesting deed (collectively, the "**Circle K Report**"). The Circle K Report must be issued by Escrow Agent or an acceptable title insurance underwriter, must include all title requirements for closing, and must be dated with an effective date and time after the Effective Date. Within five (5) days after the Effective Date, Escrow Agent will provide City with a preliminary title report or title commitment for an ALTA extended owner's policy of title insurance for the Exchange Property in the amount reasonably requested by City and complete and legible copies of all instruments and documents referred to as exceptions to title, including a copy of the so-called vesting deed (collectively, the "**City Report**"). The City Report must be issued by Escrow Agent or an acceptable title insurance underwriter, must include all title requirements for closing, and must be dated with an effective date and time after the Effective Date.

Section 2.02. Survey. During the Investigation Period, Circle K, at Circle K's cost, shall cause to be prepared an ALTA/NSPS Land Title Survey ("**CK Survey**") of the Acquisition Property and City Property (which may be in the form of one survey of both properties). The Survey will be certified to Circle K, City, and Escrow Agent, and Circle K will cause a copy of the Survey to be delivered to City and Escrow Agent. The Survey will be the basis for determining the final legal description for the Circle K Property, the Exchange Property and the City Property. The parties acknowledge that the exact measurements of the Acquisition Property, the Exchange Property and the Circle K Property are to be determined during the Investigation Period and agreed upon by the parties in their commercially reasonable discretion.

Section 2.03. Environmental. During the Investigation Period, Circle K, at Circle K's cost, may cause to be prepared a Phase I Environmental Site Assessment and, if necessary or desirable, a Phase II report (collectively, the "**ESA**") of the Acquisition Property and the City Property in accordance with any current ASTM Standards. If prepared, Circle K will cause a copy of the ESA to be delivered to City and for the City to be an additional party certified in the ESA.

Section 2.04. Due Diligence Documents. Within five (5) days after the Effective Date, City will deliver to Circle K copies of all existing surveys, leases, environmental reports, water reports, soil tests, topography studies, archaeological tests, engineering reports, traffic studies, maintenance records, marketing studies, maintenance reports, appraisals, zoning reports, zoning stipulations, development agreements, cost estimates, infrastructure plans, licenses, tax abatement agreements, revenue sharing arrangements, and

similar records relating to the City Property that were delivered to or performed by or for City or its affiliates and/or that are in the possession of, or are readily available to, City, its agents, or its affiliates (collectively, the “**Due Diligence Documents**”). The Investigation Period shall be automatically extended one (1) day for each day that delivery of the Due Diligence Documents is delayed beyond the five (5) day period set forth above.

Section 2.05. Exchange Diligence Documents. Within five (5) days after receipt, Circle K will deliver to City copies of any due diligence related documents received by Circle K under the Acquisition Contract (collectively, the “**Exchange Diligence Documents**”). In all instances, the Exchange Diligence Documents are provided as an accommodation to City and are provided without warranty for accuracy or completeness of any kind and are delivered AS-IS, WHERE-IS and with all FAULTS. City acknowledges and agrees that City will rely solely upon City’s due diligence investigation and City’s experience, expertise and subjective good faith judgment as to all such matters. Furthermore, City hereby releases Seller and the Acquisition Contract Seller from any claims related to the accuracy of such information in the Exchange Diligence Documents provided to the City, and City further waives any claims related to or arising from the City’s reliance on such Exchange Diligence Documents.

ARTICLE III INTERIM CITY OBLIGATIONS AND REPRESENTATIONS

Section 3.01. Interim Acts of City and Circle K. City with respect to the City Property and Circle K with respect to the Exchange Property, each agree as to the respective property that, from the Effective Date until the Closing or earlier termination of this Contract, without the prior written consent of the other party, they will not (except as may be set forth in the Acquisition Contract as it relates to the Acquisition Property, to include, without limitation, the Exchange Property): (a) enter into any lease or other oral or written agreement affecting their respective property, (b) permit any modifications or additions to their respective property (including, but not limited to, changing the native grade of such property), (c) grant any easements or other encumbrance with respect to their respective property, and/or (d) allow any liens to attach to their respective property before the Closing.

Section 3.02. Work on Property. To the extent that there is any work performed on the City Property by City, City’s agents, or independent contractors engaged by City prior to the Closing, all invoices, liens, and/or payment requests will be paid in full by City by no later than the Closing. If requested by Circle K or Escrow Agent, City will deliver unconditional lien releases to Circle K and Escrow Agent for all work performed by City, City’s agents, or any independent contractor engaged by City.

Section 3.03. Representations and Warranties of City. City represents and warrants to Circle K as follows:

(a) City is the owner of marketable fee simple title to the City Property. The City Property has access to one or more public roadways.

(b) To City’s knowledge, except as disclosed in the Due Diligence Documents, the City Property is not now being used and, to City’s knowledge, has not previously been used for the generation, transportation, treatment, storage, or disposal of any hazardous or toxic wastes or substances that are subject to regulation under any federal, state, or local laws or regulations (“**Hazardous Waste Laws**”). To City’s knowledge, except as disclosed in the Due Diligence Documents, there have been no past or current releases or substantial threats of a release of a hazardous or toxic waste or substance from or unto the City Property that are or may be subject to regulation under the Hazardous Waste Laws.

(c) To City's knowledge, there are no intended public improvements that will or could result in any charges being assessed against the City Property and that will or could result in a lien or encumbrance upon the City Property or its owners.

(d) To City's knowledge, there is no pending or contemplated condemnation or taking by inverse condemnation of all or any portion of the City Property by any Governmental Authorities.

(e) The act of entering into this Contract and the completion of this transaction will not in any way violate any agreements to which City is a party or any laws to which City is subject.

(f) This Contract has been duly authorized and executed on City's behalf and constitutes the valid and binding agreement of City, enforceable in accordance with its terms. City is not prohibited from consummating this transaction by the terms of its governing document or any judicial or governmental order or stay.

(g) Other than this Contract, City has not entered into any written or oral agreement or option under which City is or could become obligated to sell or dedicate all or any portion of the City Property and City will not enter into this type of agreement or option with respect to the City Property during the term of the Escrow.

(h) To City's knowledge, there are no wells, drilling holes, wellheads, or underground storage tanks located on or under the surface of the City Property.

(i) City has not entered into any oral or written agreement with any third party that would subject the Property to any land use regulation, restriction, condition, or stipulation.

(j) To City's knowledge, there are no parties in adverse possession of the City Property, and no party uses or is in possession of the City Property other than City.

(k) City is not a Prohibited Person¹ as defined in the USA PATRIOT Act, Public Law 107-56, as amended.

(l) The City Property is not subject to any land use regulation, restriction, condition or stipulation that may be imposed by any oral or written agreement between City and any third

¹ A "**Prohibited Person**" shall mean any person, organization, or entity: (i) listed in the Annex to, or is otherwise subject to, the provisions of Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, and relating to Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (the "**Executive Order**"); (ii) owned or controlled by, or acting for or on behalf of, any person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, the Executive Order; (iii) with whom a party is prohibited from dealing or otherwise engaging in any transaction by any terrorism or money laundering legal requirements, including the PATRIOT Act and the Executive Order; (iv) that commits, threatens, or conspires to commit or supports "**terrorism**" as defined in the Executive Order; (v) that is named as a "specifically designated national" or "blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, <http://www.treas.gov/offices/eotffc/ofac/sdn>, or at any replacement website or other replacement official publication of the list or is named on any other U.S. or foreign government or regulatory list maintained for the purpose of preventing terrorism, money laundering, or similar activities; (vi) that is covered by IEEPA, OFAC, or any other law, regulation, or executive order relating to the imposition of economic sanctions against any country, region, or individual pursuant to United States law or United Nations resolution; or (vii) that is an affiliate (including any principal, officer, immediate family member, or close associate) of a person or entity described in one or more of the above clauses of this definition of Prohibited Person.

party that would prevent or impair Circle K's contemplated development and operation of the City Property.

(m) The City Property is zoned B-4 by the City/Town of Pueblo, Colorado and there are no stipulations or restrictions against the use and development of the City Property as a convenience store.

(n) The City Property is not subject to any lease or occupancy license that would give anyone other than Circle K the right to use or occupy the City Property after the Closing Date.

All City representations and warranties contained in this Contract are true on and as of the Effective Date, will be true on and as of the Close of Escrow, and will survive the Close of Escrow and the execution, delivery, and recordation of the conveyancing deed. Should City, at any time after the Effective Date and prior to Closing, learn that any of the foregoing representations and warranties are no longer true and correct, City shall promptly notify Circle K of such fact, stating with specificity the nature and extent to which City's representations and warranties have changed. Any breach of the warranties or representations made to City by Circle K under this Contract shall be deemed an Event of Default under Section 8.05 herein, and shall be subject to Circle K's remedies as set forth therein.

Section 3.04. Circle K Representations and Warranties. Circle K represents and warrants to City as follows:

(a) Circle K has the full power to execute, deliver, and carry out the terms and provisions of this Contract and has taken all necessary action to authorize the execution, delivery, and performance of this Contract;

(b) The execution and delivery of this Contract is not prohibited by, will not conflict with, constitute grounds for termination of, or result in the breach of any agreements or instruments to which Circle K is now a party or by which it is bound, or any order, rule, or regulation of any court or any other governmental agency or official; and

(c) Circle K has provided the Exchange Diligence Documents as provided to Circle K under the Acquisition Contract.

(d) This Contract constitutes the valid and binding agreement of Circle, enforceable in accordance with its terms, subject to the provisions of Sections 5.06 and 5.07 below.

ARTICLE IV TITLE AND SURVEY CONTINGENCY

Section 4.01. Title and Survey Matters.

(a) Notwithstanding anything to the contrary in this Contract and without the need to make any formal written objections, Circle K objects to and City shall deliver the City Property free of: (i) all deeds of trust and/or mortgages and any ancillary encumbrances, including but not limited to, assignments of leases and rents and UCC-1 financing statements; (ii) any restrictions prohibiting use of the Property as or for a convenience store, for the sale of motor vehicle fuels, and/or any restrictions on hours of operation; (iii) all judgment liens, mechanic's liens, notices of lis pendens, tax liens, attachments, and any other matters evidencing monetary encumbrances (other than liens for non-delinquent property taxes); and (v) notices of lease, possession, or occupancy rights to all or part of the Property. In the event the Circle K Report identifies any such

encumbrances and City does not remove such encumbrances or does not commit to such removal on or before Closing, then at any time thereafter, Circle K may terminate this Contract and in such instance the CK Earnest Money shall be returned to Circle K and the City Earnest Money shall be returned to City and the parties shall owe no further duty to each other save and except those which survive Closing. If Circle K fails to terminate and proceeds to Closing, then such conveyance of the City Property will be made subject to such encumbrances.

(b) Notwithstanding anything to the contrary in this Contract and without the need to make any formal written objections, City objects to and Circle K shall deliver the Exchange Property free of: (i) all deeds of trust and/or mortgages and any ancillary encumbrances, including but not limited to, assignments of leases and rents and UCC-1 financing statements; (ii) all judgment liens, mechanic's liens, notices of lis pendens, tax liens, attachments, and any other matters evidencing monetary encumbrances (other than liens for non-delinquent property taxes); (iii) any options or rights of purchase or first refusal; and (iv) notices of lease, possession, or occupancy rights to all or part of the Property. In the event the City Report identifies any such encumbrances and Circle K does not remove such encumbrances or does not commit to such removal in writing on or before Closing, then at any time thereafter, City may terminate this Contract and in such instance the CK Earnest Money shall be returned to Circle K and the City Earnest Money shall be returned to City and the parties shall owe no further duty to each other save and except those which survive Closing. If City fails to terminate and proceeds to Closing, then such conveyance of the Exchange Property will be made subject to such encumbrances.

ARTICLE V OTHER CIRCLE K CONTINGENCIES

Section 5.01. Circle K Investigations. Circle K will have until the end of the Investigation Period within which to conduct and consider any feasibility studies, physical inspections, environmental testing, due diligence investigations, economic studies, marketing reports, utility studies, soil tests, other tests or investigations, or any other matter concerning the City Property (collectively, the “**Circle K Investigations**”) deemed necessary by Circle K, in its sole discretion, to determine the economic, physical, developmental, and operational feasibility of Circle K’s purchase of the City Property. Circle K’s obligation to consummate the transaction contemplated herein is conditioned on Circle K’s approval of the results of the Circle K Investigations and the Due Diligence Documents, in Circle K’s sole discretion. Circle K has the absolute right to terminate this Contract for any reason during the Investigation Period, and shall not be obligated to close the transaction for the consummation of the transaction contemplated herein unless Circle K delivers to City, prior to the end of the Investigation Period, written notice that Circle K has waived its right to terminate this Contract pursuant to this Section 5.01 (the “**Exercise Notice**”). The date on which Circle K delivers the Exercise Notice to City (so long as it is delivered on or prior to the end of the Investigation Period) is referred to herein as the “**Going Forward Date**” and the Investigation Period shall end on the Going Forward Date. If Circle K fails to timely deliver the Exercise Notice to City prior to the expiration of the Investigation Period, then this Contract shall immediately terminate at 11:59 p.m. local time at the City Property on the last day of the Investigation Period and both parties shall be fully released herefrom, except as otherwise expressly provided in this Contract, as of 11:59 p.m. local time at the City Property on the last day of the Investigation Period; provided, however, the CK Earnest Money shall be returned to Circle K and the City Earnest Money shall be returned to City.

Section 5.02. Right of Entry. City grants to Circle K and Circle K’s agents, employees, and contractors the right to enter upon the City Property, at all reasonable times during the term of this Escrow, to conduct any Circle K Investigations. City agrees (at no cost to City) to cooperate in a reasonable manner with Circle K and its agents, employees, and contractors in the performance of the Circle K Investigations. To the extent Circle K damages or disturbs the City Property, Circle K will return the City Property to

substantially the same condition that existed immediately prior to the Circle K Investigations. Circle K agrees to indemnify, defend, and hold City harmless for, from, and against any claim, damage, liability, cost (including reasonable court costs and attorney fees), or loss for property damage or bodily injury arising as a direct consequence of Circle K Investigations, excluding any conditions which previously existed upon the City Property. This inspection indemnity of Circle K will survive the cancellation of this Contract and Escrow and the Closing.

Section 5.03. Credits. City is not aware of any City credits, including impact fee credits, tap fee credits, or any other credits related to the demolition or improvements on the Acquisition Property but to extent such City credits exist (whether such exist as of the Effective Date or arise after the Effective Date by virtue of the demolition of the improvements on the Acquisition Property), agrees that such City credits will inure to the benefit of Circle K. The provisions of this Section 5.03 shall survive Closing and delivery of the deeds.

Section 5.04. Entitlement Approvals.

(a) Circle K's obligation to close this Escrow and consummate the purchase of the Property is conditioned upon Circle K's ability to obtain from the applicable Governmental Authorities on or before the expiration of the Governmental Approval Period, all necessary final and written permits and approvals necessary for Circle K to develop and operate the City Property (together with the Circle K Property) as a convenience store (including, at Circle K's election, a quick serve restaurant and/or a car wash) selling alcoholic beverages, motor vehicle fuels, and lottery tickets (or other allowable gaming), including, without limitation, any zoning changes, zoning variances, Circle K's Site Plan approvals, use permits, liquor licenses, special use permits, gaming license, beer and wine license, subdivision approvals, lot divisions, other land use entitlements and building permits and approvals necessary for Circle K's intended development of the City Property (together with the Circle K Property), subject to only those conditions, stipulations, costs and other matters as are acceptable to Circle K in its sole and absolute discretion (collectively, the "**Entitlement Approvals**"). If Circle K delivers notice to City on or before the expiration of the Governmental Approval Period, as may be extended by Circle K, that Circle K has been unable to obtain any of the Entitlement Approvals Circle K desires or which may otherwise be required, then this Contract and the Escrow will be immediately deemed cancelled, and the cancellation will be governed by the provisions of Section 5.10.

(b) Intentionally Omitted.

(c) City will cooperate in all reasonable respects with Circle K in applying for and obtaining the Entitlement Approvals, but all costs for any applications will be solely those of Circle K.

(d) Circle K may extend the Governmental Approval Period for the Extension Periods by notifying City and Escrow Agent in writing prior to the expiration of the then-applicable Governmental Approval Period and depositing with Escrow Agent the Extension Deposit within five (5) days after the commencement of such Extension Period.

Section 5.05. Intentionally Omitted.

Section 5.06. Management Approval. This transaction is subject to the approval of Circle K's (or its corporate parent's) senior management and/or Board of Directors ("**Management Approval**"). Circle K shall use reasonable efforts to obtain Management Approval no later than the expiration of the Governmental

Approval Period. In the event Management Approval is not received, then Circle K may terminate this Contract and such termination shall be governed by the terms of Section 5.10.

Section 5.07. Contingent Closing. City acknowledges that Circle K is currently in negotiations for the acquisition of the Acquisition Property by way of a purchase and sale agreement with the existing owner of the Acquisition Property (the “**Acquisition Contract**”). In the event that Circle K does not enter into the Acquisition Contract on or before the expiration of the Investigation Period, then this Contract shall automatically terminate and such termination shall be governed by the terms of Section 5.10. City further acknowledges that Circle K is under no duty to acquire the Acquisition Property and this Contract and the transaction contemplated herein is subject to Circle K acquiring such Acquisition Property. In the event Circle K enters into the Acquisition Contract but does not acquire the Acquisition Property for any reason whatsoever, then, notwithstanding anything in this Contract to the contrary, this Contract shall immediately terminate and such termination shall be governed by the terms of Section 5.10. In the event Circle K acquires the Acquisition Property, such date of acquisition shall be referred to herein as the “**Acquisition Date**”.

Section 5.08. Intentionally Omitted.

Section 5.09. Intentionally Omitted.

Section 5.10. Failure of Condition. If Circle K properly provides written notice of its election to cancel this Contract and the Escrow, the cancellation will be immediate, neither City nor Circle K will have any further obligation or responsibility to the other to perform under this Contract; provided, however the Title Company shall immediately refund the CK Earnest Money to Circle K and the City Earnest Money to City. Circle K’s failure to timely deliver a written notice of cancellation for a failure of any of the contingencies described above will be deemed a waiver of Circle K’s right to cancel this Contract for a failure of that condition.

ARTICLE VI CLOSING

Section 6.01. Non-Foreign Affidavit. At the Closing, each party shall deliver to the other a sworn affidavit stating, under penalty of perjury, that such party is not a “foreign person” as defined in the Internal Revenue Code of 1986, as amended (“**Code**”).

Section 6.02. City Other Properties.

(a) At the Closing, if City directly owns or leases other real property or acquires/leases other real property within 10 years from the date of Closing (excluding the City Property but including the Exchange Property), any part of which is closer than 1/4 mile to any part of the Circle K Property (called the “**Burdened Property**”), City, at Closing, will execute and cause to be recorded against the Burdened Property a declaration of restrictions, running with the land in form and substance satisfactory to Circle K, containing the following use restrictions and protections for Circle K and the Circle K Property:

No part of the Burdened Property will be used as a (i) fueling facility; (ii) car wash; (iii) mobile food truck; (iv) store, kiosk or retail facility selling items typically sold in a convenience store (including, without limitation, coffee, cigarettes, beer/wine/liquor and lottery tickets, and/or (iv) “convenience store” as commonly known in the retail trade in the state of Colorado as of the date hereof, including without limitation such stores operated by such operators of convenience stores as Circle K (or its affiliates), 7-11, ARCO amp, or QuikTrip (collectively, the “**Convenience Store Restrictions**”).

(b) Notwithstanding anything to the contrary in this Contract, Circle K will have the right to enforce any violation of the above declaration by any remedy available at law or in equity, including the right to injunctive relief without the necessity of posting a bond.

Section 6.03. Closing Deliveries. City, on the Closing Date, will deposit with Escrow Agent (for disbursement to Circle K) the Closing Cash and (for recordation, if applicable, and delivery to Circle K): a special warranty deed for the City Property in the form (and compliant with local requirements) as is substantially attached as **Exhibit “E”**, subject to those title and/or survey matters in the Circle K Title Report (the “**Deed**”), the declaration required in **Section 6.02**, a bill of sale for any personal property located on the City Property, an assignment of any transferable permits, licenses, warranties, and entitlements related to the City Property (if Circle K elects to do so in a separate document), the declaration of restrictions contemplated in Section 6.02 above, and the Tax Proration Agreement (as defined below), such other documents and instruments as may be required by applicable law, and all resolutions and authorizations required by Escrow Agent to insure City’s authority and ability to sell the City Property. Circle K, on the Closing Date, will deliver to Escrow Agent (for disbursement to City) a special warranty deed for the Exchange Property in the form (and compliant with local requirements) as is substantially attached as **Exhibit “E”**, subject to those title and/or survey matters in the City Title Report (the “**Deed**”), a bill of sale for any personal property located on the Exchange Property, an assignment of any transferable permits, licenses, warranties, and entitlements related to the Exchange Property (if City elects to do so in a separate document), and all resolutions and authorizations required by Escrow Agent to insure Circle K’s authority and ability to acquire the Property. In addition, upon Closing, Escrow Agent shall return to City the Earnest Money Promissory Note marked “cancelled” without further instruction from either Circle K or City.

Section 6.04. Possession. City must deliver exclusive physical possession of the City Property to Circle K at Close of Escrow, subject only to those matters in the Circle K Title Report. Circle K must deliver exclusive physical possession of the Exchange Property to City at Close of Escrow, subject only to those matters in the City Title Report and the Remediation Escrow Agreement.

Section 6.05. Accuracy of Warranties. Circle K’s obligation to purchase the Property is conditioned upon the truth and accuracy, in all material respects, of City’s warranties and representations made under this Contract. City will indemnify, defend, and as of the Closing Date hold harmless Circle K for, from, and against any claims, expenses, liabilities, losses, liens, damages, and costs, including attorney fees in a reasonable amount, arising out of any inaccurate or untrue warranties and representations made by City. City’s participation in this transaction is conditioned upon the truth and accuracy, in all material respects, of Circle K’s warranties and representations made under this Contract. Circle K will indemnify, defend, and hold harmless City for, from, and against any claims, expenses, liabilities, losses, liens, damages, and costs, including attorney fees in a reasonable amount, arising out of any inaccurate or untrue warranties and representations made by Circle K. The indemnification obligations above will survive the Closing and the execution, delivery and recordation of the Deed.

Section 6.06. Title Policy. Circle K’s obligation to purchase the City Property is conditioned upon Escrow Agent’s issuance of (or the unconditional written commitment of Escrow Agent to issue) an ALTA Extended Owner’s Policy of Title Insurance (“**CK Title Policy**”) in an insured amount equal to a reasonable amount approved by the Escrow Agent effective no earlier than the actual Closing Date and insuring Circle K’s fee simple title to the Property, subject only to those matters in the Circle K Report. City’s obligation to purchase the Exchange Property is conditioned upon Escrow Agent’s issuance of (or the unconditional written commitment of Escrow Agent to issue) an ALTA Extended Owner’s Policy of Title Insurance (“**City Title Policy**”) in an insured amount a reasonable amount approved by the Escrow Agent effective no earlier than the actual Closing Date and insuring City’s fee simple title to the Exchange Property, subject only to those matters in the City Report.

**ARTICLE VII
CLOSING PRORATIONS AND COSTS**

Section 7.01. Real Estate Taxes and Assessments.

Ad valorem and similar taxes and assessments for the year in which Closing occurs relating to the City Property and the Exchange Property shall be prorated as of the Closing Date, as follows (which provisions shall survive Closing):

(1) City shall be responsible for (A) all such taxes and assessments attributable to the period prior to Closing related to the City Property and (B) all such taxes and assessments attributable to the period from and after the Closing Date related to the Exchange Property. City agrees to indemnify, defend and hold Circle K harmless from and against all liabilities, losses, claims, demands, costs, damages, judgments and expenses (including, without limitation, reasonable attorneys' fees incurred to enforce this indemnity) arising out of or in connection with City's failure to pay taxes and assessments attributable to the period prior to Closing related to the City Property.

(2) Circle K shall be responsible for (A) all such taxes and assessments attributable to the period prior to Closing related to the Exchange Property and (B) all such taxes and assessments attributable to the period from and after the Closing related to the City Property. Circle K agrees to indemnify, defend and hold City harmless from and against all liabilities, losses, claims, demands, costs, damages, judgments and expenses (including, without limitation, reasonable attorneys' fees incurred to enforce this indemnity) arising out of or in connection with Circle K's failure to pay taxes and assessments attributable to the period prior to Closing related to the Exchange Property.

(3) If the Closing occurs before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the preceding year applied to the latest assessed valuation. Subsequent to the Closing, when the tax rate is fixed for the year in which Closing occurs, City and Circle K agree to adjust the proration of taxes and, if necessary, to refund or pay (as the case may be) such sums as shall be necessary to effect such adjustment.

(4) Notwithstanding anything to the contrary herein, City shall be responsible for any rollback taxes and any tax assessment of the City Property due to changes in land usage or ownership. Notwithstanding anything to the contrary herein, Circle K shall be responsible for any rollback taxes and any tax assessment of the Circle K Property due to change in land usage or ownership.

Section 7.02. Title Insurance. Each party will pay for their own title insurance policy.

Section 7.03. Closing Costs. All costs and expenses of closing, including recording and escrow fees and charges, are to be allocated between City and Circle K in the manner contemplated by this Contract or, if not dealt with under this Contract, according to the custom and practice of Escrow Agent. City agrees that all closing costs and any other sums required to be paid by City will be paid in full at Closing. Each party agrees to pay its own attorney fees in connection with Closing. All prorations that are required to be made under this Contract will be made as of the 12:01 a.m. on the date of Closing on the basis of a 365-day year.

ARTICLE VIII GENERAL PROVISIONS

Section 8.01. Notices. Except as otherwise required by law, any notice required under this Contract must be in writing and must be given either: (i) by personal delivery; (ii) by United States certified mail, return-receipt requested, postage prepaid, and properly addressed; (iii) by any private overnight, “same day”, or “next-day” delivery service, delivery charges prepaid with proof of receipt; or (iv) by email or facsimile. Notice sent in any of the manners set forth above must be addressed or sent to City, Circle K, and/or Escrow Agent at the addresses set forth on the first page of this Contract. Any party may change its address for the purposes of delivery and receipt of notices by advising all other parties in writing of the change. Notice delivered in one of the foregoing manners will be deemed to be received: (I) on the date of delivery, if personally delivered; (II) on the date that is three days after deposit in the United States mail, if given by certified mail; (III) on the business day following the day deposited with an express delivery service, if given by overnight, “same day”, or “next-day” delivery service, or (IV) the date of transmittal, if given by electronic mail or facsimile machine or telecopy. No notice will be deemed effective unless sent in one of the manners described above.

Section 8.02. Broker’s Commission. Each party represents and warrants to the other that it has not engaged or dealt with any other broker or any other person who would be entitled to any brokerage commission concerning this purchase of the Property. Each party agrees to indemnify and hold the other entirely free and harmless for, from, and against any loss, damage, liability, or expense (including, without limitation, attorney fees) arising from any claim by any broker or any other person for brokerage commissions because of any act or omission of such party or its representatives. Each party further agrees to defend the other at its sole cost and expense from any claims. As used in this Contract, the term “**broker**” will refer to any real estate broker, salesperson, agent, listing agent, finder, or any other person entitled to a commission, and the term “**commission**” will refer to any brokerage, advisory, or finder’s fees or commissions. The brokerage indemnity (“**Brokerage Indemnity**”) referred to in this Section 8.02 will survive the cancellation or termination of this Contract and the related Escrow (and will be enforceable against the indemnifying party notwithstanding anything in this Section 8.02 to the contrary) and the Close of Escrow.

Section 8.03. Circle K’s & City’s Right to Nominate and Assign. Circle K, by written notice to City and Escrow Agent, may assign its interest in this Contract, this Escrow, and the Property to a nominee or assignee. Upon any assignment, the nominee or assignee will be deemed the “**Circle K**” for all purposes and the original or previous Circle K, upon the assignment, will be relieved of all obligations under this Contract and the Escrow, except for the acts of that person or entity prior to the nomination. City, by written notice to Circle K and Escrow Agent, may assign its interest in this Contract, this Escrow, and the Property to a nominee or assignee. Upon any assignment, the nominee or assignee will be deemed the “**City**” for all purposes and the original or previous City, upon the assignment, will be relieved of all obligations under this Contract and the Escrow, except for the acts of that person or entity prior to the nomination. The foregoing notwithstanding, City shall not assign all or a portion of this Contract to any competitor of Circle K, for example, but not limitation “7-11”, “ARCO ampm”, “QuickTrip”, “Buckeyes”, “WaWa”, or any other convenience store owner/operator.

Section 8.04. Risk of Loss. All risk of loss, damage, or taking of the City Property that may occur prior to Close of Escrow will be borne by City. If any loss, damage, or taking occurs prior to Close of Escrow, Circle K, at Circle K’s sole option and by written notice to City and Escrow Agent, will be entitled to cancel this Contract and the related Escrow. All risk of taking related to the Exchange Property that may occur prior to the Close of Escrow will be borne by Circle K. If any taking occurs prior to the Close of Escrow, City, at City’s sole option and by written notice to Circle K and Escrow Agent, will be entitled to cancel this Contract and the related Escrow. In the event of a termination by either party pursuant to this

Section 8.04, the CK Earnest Money shall be returned to Circle K and the City Earnest Money shall be returned to City.

Section 8.05. City's Default. City shall be deemed to be in default under this Contract if City: (i) breaches its representations or warranties under this Contract as set forth in Section 3.03 hereof; (ii) fails to perform any of its obligations or covenants under this Contract for any reason other than Circle K's prior default or the permitted termination of this Contract by City or Circle K as herein expressly provided, or (iii) fails or refuses to comply in a timely manner with any of its obligations under this Contract or at the Closing (each referred to as an "**Event of Default**"). If there is an Event of Default by City hereunder and City fails to cure such Event of Default within five (5) days after receipt of written notice from Circle K specifying the default, then Circle K may, as its sole and exclusive remedies either: (a) terminate this Contract by giving City timely written notice of such election prior to or at the Closing, and thereupon this Contract shall terminate, and Circle K shall be entitled to the immediate return of the Earnest Money, and all parties hereto or mentioned herein shall be relieved and released of all further obligations, claims and liabilities hereunder; or (b) waive, prior to or at the Closing, the applicable objection or condition and proceed to close the transaction contemplated hereby in accordance with the remaining terms hereof. No limitation herein on any remedies that Circle K may elect as the result of a failure by City to consummate the sale of the Property to Circle K pursuant to this Contract shall be applicable in any manner with respect to any cause of action that Circle K may have against City for a breach of any of City's representations or warranties in this Contract or any covenant of City in this Contract other than the covenant to convey the City Property to Circle K at Closing. The foregoing provisions shall not modify Circle K's right to recover its fees and costs in enforcing this Contract as provided in Section 8.08.

Section 8.06. Circle K's Default. Circle K shall be deemed to be in default under this Contract if Circle K: (i) breaches its representations or warranties under this Contract as set forth in Section 3.04 hereof; (ii) fails to perform any of its obligations or covenants under this Contract for any reason other than City's prior default or the permitted termination of this Contract by Circle K or City as herein expressly provided, or (iii) fails or refuses to comply in a timely manner with any of its obligations under this Contract or at the Closing (each referred to as an "**Event of Default**"). If there is an Event of Default by Circle K hereunder and Circle K fails to cure such Event of Default within five (5) days after receipt of written notice from City specifying the default, then City may, as its sole and exclusive remedies either: (a) terminate this Contract by giving Circle K timely written notice of such election prior to or at the Closing, and thereupon this Contract shall terminate, and City shall be entitled to the immediate return of the Earnest Money, and all parties hereto or mentioned herein shall be relieved and released of all further obligations, claims and liabilities hereunder; or (b) waive, prior to or at the Closing, the applicable objection or condition and proceed to close the transaction contemplated hereby in accordance with the remaining terms hereof. No limitation herein on any remedies that City may elect as the result of a failure by Circle K to consummate the sale of the Property to City pursuant to this Contract shall be applicable in any manner with respect to any cause of action that City may have against Circle K for a breach of any of Circle K's representations or warranties in this Contract or any covenant of Circle K in this Contract other than the covenant to convey the Exchange Property to City at Closing. The foregoing provisions shall not modify City's right to recover its fees and costs in enforcing this Contract as provided in Section 8.08.

The parties acknowledge that it is impossible to more precisely estimate the specific damage that would be suffered by a party due to the other party defaulting hereunder or breaching this Contract, and the parties expressly acknowledge and intend that the forfeiture of such party's portion of the Earnest Money is an agreed and negotiated provision for liquidated damaged and not a penalty.

Section 8.07. Waiver of Consequential Damages. Each party hereby waives the right to seek and to recover any incidental, consequential, exemplary, extraordinary or punitive damages as a result of the breach by the other party of any of the provisions hereof.

Section 8.08. Attorney Fees. If there is any litigation or arbitration between City and Circle K to enforce or interpret any provisions or rights of this Contract, the unsuccessful party in the litigation or arbitration, as determined by the court or arbitrator, agrees to pay the successful party, as determined by the court or arbitrator, all costs, legal fees, and expenses (through trial and appeal), including, but not limited to, attorney fees incurred by the successful party in a reasonable amount.

Section 8.09. Waiver of Conditions. Except as otherwise provided in this Contract regarding any deemed waivers for a failure to promptly act or elect, Circle K's contingencies or conditions precedent may be waived only by Circle K, and any waiver by Circle K may be done only in a writing signed by Circle K.

Section 8.10. Governing Law. This Contract will be governed by and construed and enforced in accordance with the laws of the state which the Property is located. Any action brought to interpret, enforce, or construe any provision of this Contract must be maintained in a court of competent jurisdiction for the county in which the Property is located (the "**County**") or in the United States federal judicial district for the County. All parties irrevocably consent to this jurisdiction and venue and agree not to transfer or remove any action commenced in accordance with this Contract.

Section 8.11. Construction. The terms and provisions of this Contract represent the results of negotiations between City and Circle K, neither of which have acted under any duress or compulsion, whether legal, economic, or otherwise. Consequently, the terms and provisions of this Contract should be interpreted and construed in accordance with their usual and customary meanings, and City and Circle K each waive the application of any rule of law that states that ambiguous or conflicting terms or provisions are to be interpreted or construed against the party whose attorney prepared the Contract or any earlier draft of the Contract.

Section 8.12. Interpretation. The terms of this Contract supersede all prior and contemporaneous oral or written agreements and understandings of Circle K and City, all of which will be deemed to be merged into this Contract. If there is any specific and direct conflict between, or any ambiguity resulting from, the terms and provisions of this Contract and the terms and provisions of any document, instrument, letter, or other agreement executed in connection with or in furtherance of this Contract, the term, provision, document, instrument, letter, or other agreement will be consistently interpreted in a manner as to give effect to the general purposes and intention as expressed in this Contract.

Section 8.13. Counterparts. This Contract and any amendments may be executed in any number of original or facsimile counterparts, each of which will be effective on delivery and all of which together will constitute one binding agreement of the parties. Any signature page of the Contract may be detached from any executed counterpart of the Contract without impairing the legal effect of any signatures and may be attached to another counterpart of the Contract that is identical in form to the document signed (but that has attached to it one or more additional signature pages).

Section 8.14. Severability. If any one or more of the provisions of this Contract or the applicability in any provision to a specific situation is held to be invalid or unenforceable, the provision will be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Contract and all other applications of the provisions will not be affected by any such invalidity or unenforceability.

Section 8.15. Miscellaneous Definitions and Standards. The term "**sole discretion**" means that the act or decision of the party may be made in the party's independent and individual choice of judgment, without regard to any objective or other standard of consideration. Except for those acts or decisions that may be made in a party's "sole discretion", all acts or decisions of any party to this Contract must be exercised with reasonable discretion. The term "**will**" denotes a mandatory obligation, and the term "**may**"

is a permissive word denoting an option. All references in this Contract to the “**Escrow Agent**” will be deemed to include the applicable title insurance underwriter for the Title Policy.

Section 8.16. Time is of the Essence. Time is of the essence in the performance of all obligations under this Contract. In calculating any time period under the Contract which commences upon the receipt of any notice, request, demand, or document, or upon the happening of any event, the date upon which the notice, request, demand, or document is received or the date the event occurs (or is deemed to have occurred) is not included within the applicable time period, but the applicable time period will commence on the day immediately following. If the time for performance of any obligation or for taking any action under the Contract expires on a Saturday, Sunday, or Standard Federal Reserve Bank Holiday, the time for performance or for taking action will be extended to the next succeeding day which is not a Saturday, Sunday, or Standard Federal Reserve Bank Holiday and during which Escrow Agent is open for business.

Section 8.17. IRS Real Estate Sales Property. Escrow Agent is designated as the “**Reporting Person**” within the meaning of Treasury Regulation Section 1.6045-4(e)(5) with respect to the closing of the transactions contemplated by the Contract. Escrow Agent acknowledges that it is an eligible person for reporting this transaction under Treasury Regulation Section 1.6045-4(e)(5)(ii) and agrees: (i) to comply on a timely basis with all reporting and filing requirements of Internal Revenue Code Section 6045(e); and (ii) to utilize the information in this Contract, as amended, for the purposes of supplying any required information to the Internal Revenue Service, for example, the identity of the transferee and transferor, and the description of the Land. Circle K and City agree to cooperate with Escrow Agent’s requests related to any required reporting or filing under Internal Revenue Code Section 6045(e), and Escrow Agent is authorized to disclose any information contained in the Contract to the Internal Revenue Service for the purposes of complying with Escrow Agent’s obligations under this paragraph. Escrow Agent agrees to be liable for all penalties and liabilities imposed by the Internal Revenue Service as a result of Escrow Agent’s failure to comply with its obligations under this paragraph.

Section 8.18. Tax-Deferred Exchange. City and Circle K agree to cooperate in a commercially reasonable manner with each other and any designated exchange intermediary or exchange accommodation titleholder by executing such documents or taking such action as such party requests in order to effectuate a tax deferred exchange of the Property under Section 1031 of the Internal Revenue Code. This obligation to cooperate does not include requiring the other party to take title to any other property to complete the exchange, to issue any legal opinions, to increase the potential liability of the non-exchange party, or to expend legal fees to review exchange documents.

Section 8.19. Modifications. This Contract cannot be changed orally, and no amendment shall be effective to waive, change, modify or discharge this Contract unless such amendment is in writing and is signed by both parties hereto.

Section 8.20. No Third Party Beneficiary. The provisions of this Contract and of the documents to be executed and delivered at Closing are and will be for the benefit of City and Circle K only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Contract or of the documents to be executed and delivered at Closing.

Section 8.21. Captions. The section headings appearing in this Contract are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define the text of any section or any subsection hereof.

Section 8.22. No Recordation. Neither this Contract nor any memorandum of the terms hereof shall be recorded or otherwise placed of public record and any breach of this covenant shall, unless the party

not placing the same of record is otherwise in default hereunder, entitle the party not placing same of record to pursue its rights and remedies under **Article VIII**.

Section 8.23. Confidentiality. Except as required by law, the Colorado Open Records Act, or Court Order, City and Circle K agree to keep the terms of this Contract confidential and not make any public announcements or disclosures with respect to the subject matter hereof without the prior written consent of the other party; provided, however, City and Circle K shall be permitted to make any disclosure required by law and to its employees, attorneys, accountants or its agents, to the extent reasonably necessary for such employees, attorneys, accountants, or agents to properly analyze and evaluate the proposed transaction and for such employees, attorneys, accountants and agents to advise Circle K. Furthermore, notwithstanding anything contained herein in this Contract, City and Circle K may share certain provisions contained in this Contract with the Acquisition Contract Seller.

Section 8.24. Force Majeure. If either party hereto is delayed in the completion of its obligations hereunder by the act, delay in providing approval, or default of the other party through no fault of the delayed party, or by acts of God (which shall be deemed to include weather delays caused by rainfall, snow or other factors in excess of such weather for the season in which such performance is to occur that actually cause a delay in performance), strikes, lockouts, unavoidable casualties, war, acts of terrorism, civil commotion, fire or other casualty, theft of materials, unseasonable shortages of materials or supplies, pandemic or epidemic (whether or not declared), declared disaster, one or more governmental orders, or any other cause whatsoever beyond the commercially reasonable control of the delayed party (other than the payment of monies) then the time herein fixed for completion of such obligations shall be extended by the number of days that the delayed party has thus been delayed. The foregoing shall also apply to Circle K's Investigations and the Entitlement Approvals.

[SIGNATURES FOLLOW ON THE NEXT PAGE]

CITY:

a(n) _____

CIRCLE K:

CIRCLE K STORES INC.,
a Texas corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ESCROW AGENT’S ACCEPTANCE

Escrow Agent hereby: (i) acknowledges receipt of the Contract executed by Circle K and City, (ii) agrees to be bound by the provisions and perform the obligations hereof applicable to Escrow Agent, (iii) deliver to Circle K and City simultaneous to the Effective Date the insured closing protection letter of the title insurance underwriter, and (iv) declares that the Effective Date is _____, 2024 (the “**Effective Date**”).

Chicago Title of Texas, LLC

By: _____
Name: _____
Title: _____

EXHIBIT "A"
TO
PURCHASE AGREEMENT AND
ESCROW INSTRUCTIONS

City Property – Lots 12 and 13, and all vacated alley lying East of and adjacent to said Lots 12 and 13, Block 54, in the Town of Bessemer, now a part of the City of Pueblo, according to the Amended Plat of said Town, filed for record August 13, 1887, County of Pueblo, State of Colorado

**EXHIBIT “B”
TO
PURCHASE AGREEMENT AND
ESCROW INSTRUCTIONS**

ACQUISITION PROPERTY – LOTS 1 TO 11, INCLUSIVE AND LOTS 14 TO 26, INCLUSIVE, BLOCK 54, TOWN OF BESSEMER, AN ADDITION TO THE CITY OF PUEBLO, TOGETHER WITH ALL THE VACATED ALLEY IN SAID BLOCK 54 LYING BETWEEN AND ADJOINING LOTS 1 TO 11, INCLUSIVE AND LOTS 16 TO 26 INCLUSIVE.

**EXHIBIT “C”
TO
PURCHASE AGREEMENT AND
ESCROW INSTRUCTIONS**

Circle K Property – Lots 9 to 13, inclusive, Lots 14 to 18, inclusive and all vacated alley lying adjacent to said Lots 9 to 13 and Lots 14 to 18, Block 54, in the Town of Bessemer, now a part of the City of Pueblo, according to the Amended Plat of said Town, filed for record August 13, 1887, County of Pueblo, State of Colorado

Exchange Property – Lots 1 to 8, inclusive and Lots 19 to 26, inclusive, and all vacated alley lying adjacent to said Lots 1 to 8, inclusive and Lots 19 to 26 inclusive, Block 54 , in the Town of Bessemer, now a part of the City of Pueblo, according to the Amended Plat of said Town, filed for record August 13, 1887, County of Pueblo, State of Colorado

**EXHIBIT “D”
TO
PURCHASE AGREEMENT AND
ESCROW INSTRUCTIONS**

(Additional Escrow Instructions)

“**Contract**” means the Purchase Agreement and Escrow Instructions to which these Additional Escrow Instructions are attached. “**COE**” means the Close of Escrow, as defined in the Contract. “**NA**” means not applicable. All taxes and assessments must be prorated based on the latest available information and a 365-day year. Unless otherwise indicated above or in the Contract, the COE will be used as the proration date for all prorations.

Circle K, City, and Escrow Agent further agree that:

1. Circle K and City: (i) will deposit with Escrow Agent the necessary documents to complete the sale as established by the terms of the Contract; (ii) authorize Escrow Agent to deliver or record all documents at the time designated by the Contract; and (iii) authorize Escrow Agent to pay, from funds held by it under the Contract, all charges and obligations necessary to consummate this transaction.

2. Circle K and City will indemnify and hold harmless Escrow Agent from all costs, damages, attorney fees, expenses, and liabilities that Escrow Agent may incur or sustain in connection with the Contract, including any interpleader action brought by Escrow Agent, except for those matters arising out of the negligent acts or omissions of Escrow Agent.

3. When the Contract has been complied with by all parties, Escrow Agent will deliver, by recording in the appropriate public office, all necessary documents, disburse all funds, and issue the title insurance policies described in the Contract.

4. If any conflicting demands are made upon Escrow Agent concerning the Contract, Circle K and City agree that Escrow Agent may hold any money and documents deposited under this Contract until Escrow Agent receives mutual instructions from Circle K and City or until a civil action has been finally concluded in a court of competent jurisdiction determining the rights of Circle K and City. In the alternative and at its discretion, Escrow Agent may commence a civil action to interplead any conflicting demands in a court of competent jurisdiction. Escrow Agent’s deposit with the court of all documents and funds concerning this Escrow will relieve Escrow Agent of all further liability and responsibility under the Contract, except for those matters arising out of the negligent acts or omissions of Escrow Agent.

5. If required by local law, Circle K and City instruct Escrow Agent to execute, on behalf of the City and Circle K, the affidavit of value, using the total consideration for the established value, unless instructed by City and Circle K to the contrary.

6. All title insurance policies will be issued by an underwriter approved by Circle K and City.

7. All disbursement of funds by Escrow Agent will be made by wire transfer of funds or Escrow Agent’s check, as directed by Circle K or City as applicable.

EXHIBIT "E"
TO
PURCHASE AGREEMENT AND
ESCROW INSTRUCTIONS

WHEN RECORDED RETURN TO:

SPECIAL WARRANTY DEED

For valuable consideration, the receipt and sufficiency of which are acknowledged, _____, a(n) _____ ("**Grantor**"), conveys to CIRCLE K STORES INC., a Texas corporation ("**Grantee**"), the following real property situated in _____ County, _____, together with all appurtenant interests, benefits, rights, and privileges (collectively, the "**Property**");

SEE **Exhibit "A"** ATTACHED HERETO
AND BY THIS REFERENCE MADE A PART HEREOF

Subject only to those matters shown on **Exhibit "B"** attached hereto and incorporated herein (the "*Permitted Exceptions*").

TO HAVE AND TO HOLD the same in fee simple forever.

GRANTOR hereby covenants that it is lawfully seized of the Property in fee simple; and that Grantor binds itself and its successors to warrant and forever defend the title against the acts of or by and through the Grantor and no other, subject only to the Permitted Exceptions.

[SIGNATURE PAGE FOLLOWS]

EXHIBIT "A"
TO
SPECIAL WARRANTY DEED

(Legal Description)

EXHIBIT "B"
TO
SPECIAL WARRANTY DEED

(Permitted Exceptions)

SCHEDULE 1.07

[Attached]

**EARNEST MONEY
PROMISSORY NOTE**

U.S. \$25,000

Pueblo, Colorado
[Date]

WHEREAS, THE City of Pueblo, a Colorado municipal corporation (the “City”) has entered into a Purchase Agreement and Escrow Instructions with Circle K Stores, Inc., a Texas corporation (“Circle K”) contemporaneously herewith regarding the real property located at 819 West Northern Avenue (“City Property”) and 1228 East Orman Avenue (“Acquisition Property”); and

WHEREAS, this Promissory Note is meant to secure the City’s performance of the Purchase Agreement and Escrow Instructions; and

WHEREAS, Circle K intends to convey to City the Exchange Property referenced in Purchase Agreement in exchange for City’s payment of Purchase Price and conveyance of City Property to Circle K through escrow on the closing date, unless such closing deadline is modified by written agreement of the City and Circle K.

NOW THEREFORE,

FOR VALUE RECEIVED, the City of Pueblo, a Colorado municipal corporation (the “City”) hereby agrees, covenants, and promises to pay Circle K the principal sum of Twenty-Five Thousand and no/100 Dollars (\$25,000) together with zero percent (0%) interest per annum on or before closing pursuant to the terms and conditions of the Purchase Agreement and Escrow Instructions.

In the event it becomes necessary to enforce payment of the Promissory Note through collection or legal action, the prevailing party is entitled to recover all legal fees and costs of collection or legal action, including reasonable attorney fees. This Note is made in and shall be governed by and interpreted in accordance with the laws of the State of Colorado. Exclusive venue for any litigation shall be with the District Court of Pueblo County, Colorado. To the fullest extent permitted by applicable law, City does hereby waive and disclaim any rights it may have to assert governmental immunity as it relates to any proceeding brought by Circle K to enforce the terms of this Promissory Note, to include, without limitation, the enforcement of payment hereof.

ATTEST:

CITY OF PUEBLO, a Colorado
municipal corporation

Title: _____

Heather Graham, Mayor

RESOLUTION NO. 10674

A RESOLUTION OF INTENT AND AUTHORIZATION TO ACQUIRE REAL PROPERTY FOR THE HISTORIC ARKANSAS RIVERWALK PROJECT AND RELATED PARKING

WHEREAS, the City has undertaken the construction and development of the project known as the Historic Arkansas Riverwalk Project ("HARP"); and

WHEREAS, the HARP is a large scale public project serving the public, public recreational purposes and providing conservation of an area of scenic, historic and other public interests; and

WHEREAS, additional off-street parking is required for the development of HARP in accordance with its development plan ("HARP Parking"); and

WHEREAS, certain real property is required and necessary for such HARP Parking. NOW, THEREFORE,

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

SECTION 1.

The City Council hereby finds and determines that the interest of the City of Pueblo and its residents; the preservation of the public health, safety and welfare; and the public need, interest and necessity will be served by the acquisition of the real property hereinafter described ("Property") for the HARP Parking and that the HARP Parking be used, constructed and developed in a manner necessary and convenient for public use and purposes. The Property is described as: Lots 1 to 7, Block "B" Kretschmer's Subdivision of Block 1, State Additional to Pueblo, County of Pueblo, State of Colorado, street address: 100 North Victoria Avenue, Pueblo, Colorado, 81003.

SECTION 2.

The City Council does hereby further find and determine that it is necessary and desirable and in the best interest of the City to acquire title and possession of the Property for the HARP Parking.

SECTION 3.

The City Manager or his designated representative be and hereby is authorized and directed to negotiate for and on behalf of the City with the owner or owners of the Property for the purchase thereof by the City. If such negotiations for the purchase of property are unsuccessful, the City Attorney is hereby authorized and empowered to institute condemnation proceedings in the name of the City for the acquisition of the Property through the exercise of the City's power of eminent domain.

SECTION 4.

This Resolution shall become effective upon final passage.

INTRODUCED March 27, 2006

BY Randy Thurston
Councilperson

APPROVED: 
President of City Council

ATTESTED BY: 
CITY CLERK



Reso. #10674

**Background Paper for Proposed
RESOLUTION**

AGENDA ITEM # 10A

DATE: March 27, 2006

DEPARTMENT: Law Department

TITLE

A RESOLUTION OF INTENT AND AUTHORIZATION TO ACQUIRE REAL PROPERTY FOR THE HISTORIC ARKANSAS RIVERWALK PROJECT AND RELATED PARKING

ISSUE

Should the City Council approve a Resolution authorizing the City to proceed to acquire real property for HARP parking?

RECOMMENDATION

Approve the Resolution.

BACKGROUND

In order to further develop HARP in accordance with its development plan additional real property is required and necessary for off-street parking purposes.

FINANCIAL IMPACT

City will incur the costs to acquire the real property for the following: title insurance, appraisal and acquisition. The amounts thereof are unknown at this time and will require additional approval by the City Council.

ORDINANCE NO. 10884

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

WHEREAS, on March 27, 2020, President Trump signed the Coronavirus Aid, Relief, and Economic Security Act (Public Law 116-136) (CARES Act), which made available \$5 Billion in CDBG Coronavirus Response (CDBG-CV) funds to prevent, prepare for, and respond to coronavirus; and

WHEREAS, the City of Pueblo received Community development Block Grant CARES Act funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended, Public Law 93-383; and

WHEREAS, the effect of COVID negatively impacted employment, increased the cost of housing, increased the number of evictions and resulted in an increased number of homeless and economically displaced persons; and,

WHEREAS, the City of Pueblo wishes to enter into an agreement with the County of Pueblo to administer an Eviction Diversion Program; NOW, THEREFORE,

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

SECTION 1.

The Agreement dated <> between the County of Pueblo and the City of Pueblo, a Colorado Municipal Corporation, ("the Agreement"), for the delivery of an Eviction Diversion Program in an effort to reduce homelessness, a copy of which is attached and incorporated herein, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

If any section, paragraph, clause, or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 5.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on January 13, 2025.

Final adoption of Ordinance by City Council on January 27, 2025.

DocuSigned by:
Mark Cliff

President of City Council

Action by the Mayor:

Approved on 1/30/2025 | 4:22 PM MST.

Disapproved on _____ based on the following objections:

Signed by:
[Signature]

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

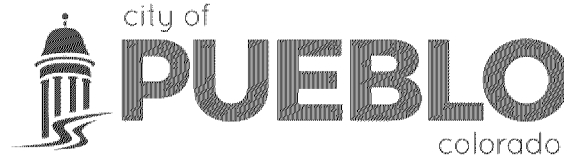
Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

DocuSigned by:
[Signature]

City Clerk



**Background Paper for Proposed
Action Item**

COUNCIL MEETING DATE: January 27, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

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

SUMMARY:

This Ordinance approves a subrecipient agreement between the City and Pueblo County to provide eviction prevention assistance in cooperation with the 10th Judicial District to assist individuals and family's at-risk of homelessness due to pending eviction.

PREVIOUS COUNCIL ACTION:

City Council adopted Ordinance No. 10674 on March 25, 2024, allocating \$100,000 to Pueblo County for the use of emergency eviction diversion.

City Council has allocated funding for eviction prevention through the adoption of the 2020 Annual Action Plan allocating CDBG-CV funds to mortgage and eviction prevention activities.

BACKGROUND:

The City of Pueblo received a formula allocation of CDBG-CV funds from the U.S. Department of Housing and Urban Development. Through Ordinance No. 9951, Council established Project No. CDCV-040 Mortgage and Rental Assistance.

FINANCIAL IMPLICATIONS:

Funding is available in the 250 Fund. No local match is required.

BOARD/COMMISSION RECOMMENDATION:

Pueblo County applied for funding to carry out eviction prevention activities during the 2024 Notice of Funding Availability. The County's application was reviewed by the Citizen's Advisory Committee and was ranked No. 1 overall. The Citizen's Advisory Committee presented its recommendations to Council during Work Session on September 11, 2023.

STAKEHOLDER PROCESS:

Three public meetings and two Council Work Sessions were held during the process of funding allocation.

ALTERNATIVES:

City Council can choose not to provide funding for this Program.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Ordinance 10674 Packet, Subrecipient Agreement
2. Eviction Diversion Program 2025 County Approved Subrecipient Agreement

**AMENDMENT TO AGREEMENT FOR COMMUNITY DEVELOPMENT SERVICES
(Subrecipient Agreement)**

THIS AMENDMENT TO SUBRECIPIENT AGREEMENT (“Amendment”) is made and entered into this ___ day of October, 2025 (hereinafter “Effective Date”) by and between the City of Pueblo, a Colorado municipal corporation, hereinafter referred to as the “City” and Pueblo County Department of Human Services, a Colorado governmental agency (hereinafter referred to as the “Subrecipient”) for Eviction Diversion Program, CV-040. City and Subrecipient are sometimes each referred to as a “Party” and collectively “Parties.”

RECITALS

The following recitals are incorporated in and made a part of this Amendment:

WHEREAS, the Parties entered into an Agreement for Community Development Services dated January 1, 2025 (the “Agreement”) which was approved by the Pueblo City Council on January 30, 2025 by Ordinance No. 10884.

WHEREAS, the purpose of this Amendment is to amend the term of the Agreement and Project.

NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties hereto mutually agree as follows:

1. Section 4 of the Agreement shall be hereby amended to read as follows:

The term of the Agreement shall be from January 1, 2025 to December 31, 2026 unless sooner terminated as herein provided.

2. Section 10(a) of the Agreement shall be hereby amended to include the following:

- | | |
|----------------------------|------------------|
| (vi) First Quarter 2026: | April 15, 2026 |
| (vii) Second Quarter 2026: | July 15, 2026 |
| (viii) Third Quarter 2026: | October 15, 2026 |
| (xiv) Fourth Quarter 2026: | January 15, 2027 |
| (x) Annual Report : | January 15, 2027 |

3. Section B of Exhibit A of the Agreement shall be hereby amended to read as follows:

The Subrecipient will submit reimbursement requests for services rendered, operating expenditures, and materials purchased supported by original invoices.

Approved budget is as follows:

Rental Assistance (received through Ordinance 10884):	\$100,000.00
Awarded through Amendment dated October __, 2025:	\$100,000.00
TOTAL:	\$200,000.00

4. Except as modified by this Amendment, the provisions of the Agreement shall remain unchanged and in full force and effect and fully binding on the Parties, their successors and assigns and the Agreement and this Amendment shall be construed together as a single integrated document.

IN WITNESS, WHEREOF, the Subrecipient and the City have executed this Agreement as of the date first above written and under the laws of the State of Colorado.

ATTEST:

CITY OF PUEBLO,
a Colorado municipal corporation

City Clerk

By _____
Heather Graham, Mayor

APPROVED AS TO FORM:

City Attorney

SUBRECIPIENT:
Pueblo County Department of Human Services

By: _____

Name: _____

Title: _____

Date: _____