



L1 Minutes of the Planning and Zoning Commission Meeting for 12/10/2025

## **M. RESOLUTIONS**

- M1 A Resolution awarding a Construction Contract in the amount of \$163,770 to Cyclone LLC, DBA Cyclone Kleen Up, for Project No. 25-125, Abate and Demolish - 1124 West 11th Street and 2810 Berkley Avenue, setting forth \$25,000 for contingencies, and authorizing the Purchasing Agent to execute same
- M2 A Resolution awarding a construction contract in the amount of \$49,382.01 to The Tile House, Inc., for Project No. 25-124, Flooring Replacement - Pueblo Transit Administration Building, setting forth \$7,400.00 for contingencies, and authorizing the Purchasing Agent to execute same
- M3 A Resolution ratifying an emergency construction contract in the amount of \$31,129.72, to Morton Electric, Inc., for Project No. 25-110, Northern and Prairie Temporary Span Wire Signal, and approving the Purchasing Agent's execution of same
- M4 A Resolution ratifying an emergency construction contract in the amount of \$6,987.42 with Miller Pipeline, Inc., for emergency sanitary sewer point repair at 1951 Lake Ave., Project No. 24-033 (WWAN03) and approving the Purchasing Agent's execution of the same.
- M5 A Resolution confirming the appointment by the Mayor of Nicole Cera Cano to complete a three-year term expiring August 31, 2027 on the El Centro del Quinto Sol Recreation Center Board of Directors
- M6 A Resolution adopting the 2026 City of Pueblo Three-Mile Annexation plan for the City of Pueblo for the purposes of annexation as required by the Municipal Annexation act of 1965 and rescinding all annexation master plans previously adopted

## **N. ORDINANCES – FIRST PRESENTATION**

- N1 An Ordinance approving an animal services contract between the City of Pueblo, a Colorado Municipal Corporation and Pueblo County, a political subdivision of the State of Colorado and the with the Humane Society of the Pikes Peak Region, a Colorado non-profit corporation relating to the operation of the Pueblo Animal Shelter and the enforcement of local animal control ordinances and authorizing the Mayor to execute said contract

## **O. APPROVAL OF CONSENT AGENDA**

*I move to receive and file the minutes of the Planning and Zoning Commission, approve all Resolutions Set Forth in the Consent Agenda; Pass the Ordinances of the Consent Agenda, Setting the Public Hearings for February 09, 2026, and Order the Ordinances to be published BY TITLE.*

## **P. REGULAR AGENDA**

## **Q. RESOLUTIONS**

- Q1 A Resolution authorizing payment from the council contingencies account in the 2026 general fund budget to Mariposa Center for Safety in the amount of \$800 to sponsor the 2026 Ode to Chocolate Indulgence starting at 4:00 PM on March 13, 2026, at 801 N. Santa Fe Avenue
- Q2 A Resolution authorizing payment from the council contingencies account in the 2026 general fund budget to Latino Chamber of Commerce in the amount of \$1,000 to sponsor the 47th Annual Dinner Dance Celebration from 5:00 PM at The Pueblo Convention Center on February 28th, 2026

- Q3 A Resolution amending Section 14 of Appendix A - Legislative Procedures and Rules of Council relating to City Council Work Session meeting commencement date and time

## **R. ORDINANCES – FINAL PRESENTATION**

- R1 An Ordinance approving a lease between the City of Pueblo, a Colorado Municipal Corporation and IQor US, Inc., a Delaware corporation for the lease of City owned property located at 317 North Main Street, Pueblo, Colorado 81003 and authorizing the Mayor to execute said lease - *Introduced December 22, 2025 by Councilor Brett Boston*
- R2 An Ordinance approving the 1st Amendment to the Intergovernmental Agreement between the City of Pueblo, a Colorado Municipal Corporation ("City"), and the State of Colorado, acting by and through the Colorado Department of Transportation ("CDOT"), Project BRO M086-096 (24927) for the Union Avenue Bridge Repair Project, decreasing the funding from \$125,625 to \$0 and authorizing the Mayor to execute same - *Introduced January 12, 2026 by Councilor Brett Boston*
- R3 An Ordinance approving an agreement between the United States Department of Agriculture Animal and Plant Health Inspection Service Wildlife Services (APHIS) and the City of Pueblo, A Colorado Municipal Corporation, to allow APHIS to conduct wildlife mitigation activities on airport property, and authorizing the Mayor to execute same - *Introduced January 12, 2026 by Councilor Brett Boston*
- R4 An Ordinance entering into an MOU with the Palmer Land Conservancy to support community resources through the Great Outdoors Colorado Trust Fund - *Introduced January 12, 2026 by Councilor Brett Boston*
- R5 An Ordinance approving a Management Agreement between the City of Pueblo, a Colorado Municipal Corporation, and the Pueblo Zoological Society, a Colorado Nonprofit Corporation for the management and operation of the Pueblo Zoo - *Introduced January 12, 2026 by Councilor Brett Boston*
- R6 An Ordinance approving a Management Agreement between the City of Pueblo, a Colorado Municipal Corporation, and the Nature and Wildlife Discovery Center, a Colorado nonprofit corporation for the management and operation of the Nature Center and Pueblo Mountain Park - *Introduced January 12, 2026 by Councilor Brett Boston*
- R7 An Ordinance amending Section 1-4-2, Pueblo Municipal Code and Section 13 of Appendix A Legislative Procedures and Rules of Council relating to City Council Regular Meeting commencement time - *Introduced January 12, 2026 by Councilor Brett Boston*
- R8 An Ordinance approving an Appropriation Agreement in the amount of six hundred fifty-four thousand three hundred seventy (\$654,370) dollars to provide health services to the Pueblo Community as outlined in an Intergovernmental Agreement between the City of Pueblo and Pueblo County, and authorizing the Mayor to execute same - *Introduced January 12, 2026 by Councilor Brett Boston*

## **S. ADJOURN**

# Proclamation

## “Pueblo Mentoring Celebration Day”

January 29, 2026

**WHEREAS:** Recognizing the need for quality mentoring and the need for a collaboration of mentoring programs serving the greater City of Pueblo, the Pueblo Mentoring Collaborative was officially organized in 2013. The collaborative was formed to bring together the variety of mentoring programs offered in Pueblo and develop a collaborative and resourceful effort in mentoring. The collaborative was organized to help address and facilitate the great need for expanded quality mentoring programs for children and adolescents in the City of Pueblo Colorado; and

**WHEREAS:** The Collaborative is made up of a variety of local community service agencies which include; The Pueblo United Way, YMCA, Health Solutions, State of Grace Counseling, Hard Knox Gang Prevention, Cross Roads Turning Points, First Presbyterian Church, Pueblo Has Talent, D’Vine Connections, Boys and Girls Club of Pueblo, Pueblo Community College, Colorado State University-Pueblo, Half Way Home, and many other service agencies. The Pueblo Mentoring Collaborative is funded through House Bill 1451 and overseen by the Pueblo Interagency Oversight Group. The collaborative is also actively affiliated with Mentor Colorado which is a State-wide partnership committed to improving the quality of mentoring in Colorado, and provides resources for mentoring growth and development; and

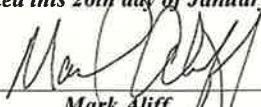
**WHEREAS:** The Pueblo Mentoring Collaborative, as a collaboration of local human service providers, works towards empowering Pueblo’s young toward their education, career planning, and employment success through the dedicated involvement of local businessmen and women, educators, the Pueblo labor force, community leaders, and other community-minded and interested individuals; and

**WHEREAS:** The Pueblo Mentoring Collaborative is proud to host: “Mentoring: A Celebration of Building Impactful Relationships.” The presentation and dinner event will be held as part of National Mentoring Month on Thursday, January 29 at Rawlings Library. The free event will feature a formal presentation on the impact of mentoring, entertainment, a complete dinner, information, and an opportunity for networking and recruitment. The celebration will begin at 5:30pm and conclude at 7:00pm. The celebration event is open to the public and anyone associated with or interested in mentoring is encouraged to attend.

**NOW, THEREFORE, WE, the Board of County Commissioners of the County of Pueblo, Colorado, and the City Council of the City of Pueblo, Colorado** by the authority vested in us, do hereby proclaim January 29, 2026, as “**Pueblo Mentoring Celebration Day**” in the City and County of Pueblo, and urge the citizens of our community to join us in expressing our appreciation to all the dedicated individuals, groups, and organizations that provide quality mentoring programs and services to Pueblo’s children and adolescents.

*IN WITNESS WHEREOF, WE have hereunto set our hands and caused the Seals of the City and County of Pueblo, Colorado, to be affixed this 26th day of January 2026.*



  
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Mark Aliff  
President, City Council

  
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Zach Swearingen  
Chairman, Board of County Commissioners





**REGULAR CITY COUNCIL MEETING  
CITY COUNCIL CHAMBERS – CITY HALL  
#1 CITY HALL PLACE  
MONDAY, JANUARY 12, 2026 - 7:00 PM**

**MINUTES**

**A. CALL TO ORDER**

President Aliff called the meeting to order at 7:02 p.m.

**B. INVOCATION**

**C. PLEDGE OF ALLEGIANCE**

**D. ROLL CALL**

**Council Members Present:** Mark Aliff, Brett Boston, Roger Gomez, Joe Latino, Ted Hernandez, Dianne Danti, Selena Ruiz-Gomez.

**Council Members Present via Zoom:** None.

**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. OATH OF OFFICE**

City Clerk Marisa Stoller administered the Oath of Office to:

Brett Boston - At Large

Selena Ruiz-Gomez - At Large

Dianne Danti - District 1

Ted Hernandez - District 3

Steven Rodriguez - Civil Service Commissioner

**F. ELECTION OF 2026 OFFICERS**

Councilor Hernandez, seconded by Councilor Latino, nominated Councilor Aliff for President of the City Council.

Councilor Danti, seconded by Councilor Hernandez, nominated Councilor Boston for President of the City Council.

Councilor Mark Aliff received 4 votes and Councilor Brett Boston received 3 votes as President of the City Council.

Councilor Boston, seconded by Councilor Ruiz-Gomez, nominated Councilor Hernandez for Vice President of the City Council.

President Aliff, seconded by Councilor Latino, nominated Councilor Gomez for Vice President

of the City Council.

Councilor Ruiz-Gomez, seconded by Councilor Hernandez, nominated Councilor Boston for Vice President of the City Council.

Councilor Gomez received 4 votes, Councilor Brett Boston received 2 votes and Councilor Ted Hernandez received 1 vote for Vice President of the City Council.

President Aliff requested Councilor Ruiz-Gomez to become the City Council Work Session Chair. Councilor Ruiz-Gomez accepted.

## **G. SPECIAL RECOGNITION**

**G1 PROCLAMATION PRESENTATION: "MARTIN LUTHER KING JR. DAY - JANUARY 19, 2026" - ROXANA MACK, NAACP PRESIDENT & DAWN TRIPP-SENA, NAACP SECRETARY**

**G2 PROCLAMATION PRESENTATION: "PUEBLO CRIME STOPPERS SAFETY RECOGNITION DAY - JANUARY 12, 2026" - CRYSTAL ESTRADA, BOARD PRESIDENT**

## **H. PUBLIC FORUM**

- Elvis Martinez appeared in person and spoke about transparency.
- Susie Jaga appeared in person and spoke about ICE.
- Ronald Furr appeared in person and spoke about vacant buildings.

## **I. COUNCIL MEMBER AND MAYOR COMMENTARY**

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

## **J. READING AND APPROVAL OF AGENDA**

Councilor Boston, seconded by Councilor Gomez, moved to amend the agenda by moving M11 and M18 to the beginning of the regular meeting and moving R2 to the end of the regular meeting and approving the agenda as amended.

Roll Call - **Ayes:** President Aliff, Councilor Gomez, Councilor Latino, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** Councilor Boston. Motion Passed 6-1.

## **K. READING AND APPROVAL OF MINUTES**

### **K1 CITY COUNCIL MINUTES 12/22/2025**

Councilor Boston, seconded by Councilor Latino, moved to dispense with the reading and approve the Minutes of the Regular Meeting dated **December 22, 2025**, as distributed.

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Gomez, Councilor Latino, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** None. Motion Passed 7-0.

## **L. CONSENT AGENDA**

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

## **M. RESOLUTIONS**

**M1 A RESOLUTION ESTABLISHING PROJECT ACCOUNT HU2514, CONCRETE IMP - JONES AVE PH 2, TRANSFERRING FUNDS IN THE AMOUNT OF \$203,068.80 FROM HU2511, CONCRETE IMP - JONES AVENUE TO HU2514, CONCRETE IMP - JONES AVE PH 2, AWARDED A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$173,068.80 TO DOUG VAUGHN, LLC FOR PROJECT NO. 25-117, CONCRETE IMPROVEMENTS - JONES AVENUE (LAKE AVENUE TO ABRIENDO AVENUE), SETTING FORTH \$30,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME**

This Resolution was assigned as 16213.

**M2 A RESOLUTION CORRECTING THE PROJECT ACCOUNT NUMBER FROM AP2502 TO CI2527 - HANGAR DOOR REPLACEMENT 522 SKYWAY, AWARDED A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$179,620 TO BAHA CONSTRUCTION, INC., FOR PROJECT NO. 25-116, HANGAR DOOR REPLACEMENT - 522 SKYWAY STREET, SETTING FORTH \$17,962 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME**

This Resolution was assigned as 16214.

**M3 A RESOLUTION AWARDED A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$161,000 TO ADVANCED REMEDIATION SERVICES, INC., FOR PROJECT NO. 25-121, ABATE AND DEMOLISH - 1310 EAST ROUTT AVENUE, SETTING FORTH \$24,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME**

This Resolution was assigned as 16215.

**M4 A RESOLUTION AWARDED AN AGREEMENT WITH ON-CALL TRANSPORTATION TECHNICAL ASSISTANCE CONSULTANT BOHANNAN HUSTON, INC. TO PREPARE, DEVELOP AND UPDATE PUEBLO AREA COUNCIL OF GOVERNMENTS BICYCLE AND PEDESTRIAN MASTER PLAN IN THE AMOUNT OF \$86,190.00 FROM TP2640 AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME**

This Resolution was assigned as 16216.

**M5 A RESOLUTION TRANSFERRING FUNDS IN THE AMOUNT OF \$8,613.39 FROM PROJECT ACCOUNT HUAN01, STREET RESURFACING TO HU2503, ST IMPROVEMENT LEXINGTON & SARATOGA, APPROVING CONTRACT AMENDMENT NO. 1 IN THE AMOUNT OF \$34,341.95 TO DOUG VAUGHN, LLC., FOR PROJECT NO. 25-060, CONCRETE IMPROVEMENTS - LEXINGTON ROAD AND SARATOGA ROAD AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME**

This Resolution was assigned as 16217.

**M6 A RESOLUTION AWARDED A PROFESSIONAL SERVICES AGREEMENT IN**

**THE AMOUNT OF \$13,200 TO TITAN COMMERCIAL VALUATION, LLC, A TEXAS LIMITED LIABILITY COMPANY REGISTERED TO DO BUSINESS IN COLORADO, FOR PROJECT NO. 25-120 APPRAISAL SERVICES FOR ROW EAGLERIDGE AND DILLON AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME**

This Resolution was assigned as 16218.

**M7 A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$64,888 TO BAHA CONSTRUCTION, INC., FOR PROJECT NO. 25-103, SOLAR LIGHTING INSTALLATION - ARKANSAS RIVER TRAIL, SETTING FORTH \$13,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME**

This Resolution was assigned as 16219.

**M8 A RESOLUTION TRANSFERRING FUNDS IN THE AMOUNT OF \$3,568.75 FROM PROJECT ACCOUNT HUAN01, STREET RESURFACING TO HU2508, CONCRETE IMP - W 3RD & COURT, APPROVING CONTRACT AMENDMENT NO. 1 IN THE AMOUNT OF \$3,917 TO BALANCE CONCRETE, LLC., FOR PROJECT NO. 25-078, CONCRETE IMPROVEMENTS – WEST 3RD STREET AND COURT STREET AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME**

This Resolution was assigned as 16220.

**M9 A RESOLUTION DESIGNATING PUBLIC PLACES FOR THE POSTING OF NOTICE OF MEETINGS FOR THE PUEBLO CITY COUNCIL FOR THE YEAR 2026**

This Resolution was assigned as 16221.

**M10 A RESOLUTION DESIGNATING A PUBLIC PLACE FOR THE POSTING OF NOTICE OF MEETINGS FOR ALL BOARDS, COMMISSIONS, AND COMMITTEES OF THE CITY OF PUEBLO FOR THE YEAR 2026**

This Resolution was assigned as 16222.

**M12 A RESOLUTION RATIFYING THE JOINT APPOINTMENT OF JEFF CHOSTNER TO THE FOUNTAIN CREEK WATERSHED FLOOD CONTROL & GREENWAY DISTRICT GOVERNING BOARD**

This Resolution was assigned as 16223.

**M13 A RESOLUTION REQUESTING THE PUEBLO URBAN RENEWAL AUTHORITY ADDRESS BLIGHTED PROPERTIES ALONG WEST NORTHERN AVENUE WITHIN THE COLORADO SMELTER URBAN RENEWAL PLAN AREA CONSISTENT WITH THE APPROVED URBAN RENEWAL PLAN, THE COMPREHENSIVE PLAN, THE CITY STRATEGIC PLAN, AND THE COLORADO SMELTER REVITALIZATION PLAN**

This Resolution was assigned as 16224.

**M14 A RESOLUTION CONSENTING TO PARTICIPATION OF THE SOUTHERN COLORADO BUILDING DEPARTMENT IN THE COLORADO INTERGOVERNMENTAL RISK SHARING AGENCY (CIRSA)**

This Resolution was assigned as 16225.

**M15 A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF STEVEN 'CHRIS' NOELLER TO THE POSITION OF DEPUTY MAYOR**

This Resolution was assigned as 16226.

**M16 A RESOLUTION DIRECTING THE PUEBLO URBAN RENEWAL AUTHORITY TO ACQUIRE OWNERSHIP OF TWO PARCELS LOCATED AT 420 W NORTHERN AVENUE (PARCEL 1512101003) AND 418 W NORTHERN AVENUE (PARCEL 1512101004) FOR REDEVELOPMENT PURPOSES**

This Resolution was assigned as 16227.

**M17 A RESOLUTION ADOPTING AND APPROVING THE 2026 STANDARD CONSTRUCTION SPECIFICATIONS AND STANDARD DETAILS FOR THE CITY OF PUEBLO, COLORADO**

This Resolution was assigned as 16228.

**N. ORDINANCES – FIRST PRESENTATION**

**N1 AN ORDINANCE APPROVING THE 1ST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION ("CITY"), AND THE STATE OF COLORADO, ACTING BY AND THROUGH THE COLORADO DEPARTMENT OF TRANSPORTATION ("CDOT"), PROJECT BRO M086-096 (24927) FOR THE UNION AVENUE BRIDGE REPAIR PROJECT, DECREASING THE FUNDING FROM \$125,625 TO \$0 AND AUTHORIZING THE MAYOR TO EXECUTE SAME**

**N2 AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE UNITED STATES DEPARTMENT OF AGRICULTURE ANIMAL AND PLANT HEALTH INSPECTION SERVICE WILDLIFE SERVICES (APHIS) AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, TO ALLOW APHIS TO CONDUCT WILDLIFE MITIGATION ACTIVITIES ON AIRPORT PROPERTY, AND AUTHORIZING THE MAYOR TO EXECUTE SAME**

**N3 AN ORDINANCE ENTERING INTO AN MOU WITH THE PALMER LAND CONSERVANCY TO SUPPORT COMMUNITY RESOURCES THROUGH THE GREAT OUTDOORS COLORADO TRUST FUND**

**N4 AN ORDINANCE APPROVING A MANAGEMENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE PUEBLO ZOOLOGICAL SOCIETY, A COLORADO NONPROFIT CORPORATION FOR THE MANAGEMENT AND OPERATION OF THE PUEBLO ZOO**

**N5 AN ORDINANCE APPROVING A MANAGEMENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE**

**NATURE AND WILDLIFE DISCOVERY CENTER, A COLORADO NONPROFIT CORPORATION FOR THE MANAGEMENT AND OPERATION OF THE NATURE CENTER AND PUEBLO MOUNTAIN PARK**

**N6 AN ORDINANCE AMENDING SECTION 1-4-2, PUEBLO MUNICIPAL CODE AND SECTION 13 OF APPENDIX A LEGISLATIVE PROCEDURES AND RULES OF COUNCIL RELATING TO CITY COUNCIL REGULAR MEETING COMMENCEMENT TIME**

**N7 AN ORDINANCE APPROVING AN APPROPRIATION AGREEMENT IN THE AMOUNT OF SIX HUNDRED FIFTY-FOUR THOUSAND THREE HUNDRED SEVENTY (\$654,370) DOLLARS TO PROVIDE HEALTH SERVICES TO THE PUEBLO COMMUNITY AS OUTLINED IN AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO AND PUEBLO COUNTY, AND AUTHORIZING THE MAYOR TO EXECUTE SAME**

**O. APPROVAL OF CONSENT AGENDA**

Councilor Boston, seconded by Councilor Gomez, moved to approve all Resolutions Set Forth in the Consent Agenda, Pass the Ordinances of the Consent Agenda, Setting the Public Hearings for January 26, 2026, and Order the Ordinances to be published BY TITLE.

Roll Call – **Ayes:** President Aliff, Councilor Boston, Councilor Gomez, Councilor Latino, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** None. Motion Passed 7-0.

**P. REGULAR AGENDA**

**M11 A RESOLUTION CONFIRMING THE APPOINTMENT OF CITY OFFICIALS TO VARIOUS BOARDS AND COMMISSIONS FOR THE YEAR 2026**

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

Councilor Gomez, seconded by President Aliff, moved to approve the Resolution.

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** Councilor Gomez, Councilor Latino. Motion Passed 5-2.

This Resolution was assigned as 16229.

**M18 A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF DR. KATHY DENIRO TO SERVE A FIVE-YEAR TERM EXPIRING FEBRUARY 1, 2031, ON THE PUEBLO URBAN RENEWAL AUTHORITY**

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

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

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Latino, Councilor Hernandez, Councilor Danti. **Nays:** Councilor Gomez, Councilor Ruiz-Gomez. Motion Passed 5-2.

This Resolution was assigned as 16230.

## **Q. RESOLUTIONS**

### **Q1 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2026 GENERAL FUND BUDGET TO CATHOLIC CHARITIES OF THE DIOCESE (DBA: CATHOLIC CHARITIES OF SOUTHERN COLORADO) IN THE AMOUNT OF \$1,000 TO SPONSOR THE ESPIRITU DINNER - MARDI GRAS MASQUERADE CASINO ROYAL AT 5:30 PM AT THE PUEBLO CONVENTION CENTER ON FEBRUARY 14, 2026**

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

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

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Gomez, Councilor Latino, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** None. Motion Passed 7-0.

This Resolution was assigned as 16231.

## **R. QUASI-JUDICIAL PROCEEDINGS**

### **R1 AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE 300 W. ABRIENDO AVE. FROM R-5, MULTIPLE RESIDENTIAL AND OFFICE ZONE DISTRICT TO B-2, SUBREGIONAL BUSINESS ZONE DISTRICT**

A staff report and detailed review of the Ordinance was given by Beritt Odom, Director of Planning & Community Development. Ms. Odom requested that the Planning & Zoning documents for this item, Case #Z-25-18 dated November 12, 2025, be made part of the record for this hearing. So ordered by President Aliff.

#### **PUBLIC HEARING:**

Dave Decenzo appeared in person and spoke in favor of their Ordinance.  
Abby Philph appeared in person and spoke in favor of their Ordinance.  
Lesley Larzaro appeared in person and spoke in favor of their Ordinance.  
Collen Brown appeared in person and spoke in favor of their Ordinance.  
Mark Sabatella appeared in person and spoke in favor of their Ordinance.  
John Grove appeared in person and spoke in favor of their Ordinance.  
David Carleo appeared in person and spoke in favor of their Ordinance.  
Brett Verna appeared in person and spoke in favor of their Ordinance.  
Scott Thomas appeared in person and spoke in favor of their Ordinance.  
Jeff Bayler appeared in person and spoke in favor of their Ordinance.  
Bryan Falsetto appeared in person and spoke in favor of their Ordinance.  
Mary Salvator-Gray appeared in person and spoke in favor of their Ordinance.

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

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

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Gomez, Councilor Latino, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as 11095.

## **S. ORDINANCES – FINAL PRESENTATION**

### **S1 ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF THE OPERATING AGREEMENT FEDERAL TRANSIT ADMINISTRATION CO-2025-020-00 OF FY2024 SECTION 5307 OPERATING GRANT, RELATING AWARD NO. CO-2025-020-00, BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE UNITED STATES OF AMERICA, DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION, IN THE AMOUNT OF \$3,181,584**

A staff report and detailed review of the Ordinance was given by Ben Valdez, Director of Transit.

#### **PUBLIC HEARING:**

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

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

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Gomez, Councilor Latino, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as 11096.

### **S2 AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE PUEBLO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT RELATING TO ART INSTALLATIONS ON CITY OF PUEBLO BUS STOPS AND AUTHORIZING THE MAYOR TO EXECUTE SAME**

A staff report and detailed review of the Ordinance was given by Ben Valdez, Director of Transit.

#### **PUBLIC HEARING:**

Eva Cocleon appeared in person and spoke in favor of this Ordinance.

Aless Carton appeared in person and spoke in favor of this Ordinance.

Dave appeared in person and spoke in favor of this Ordinance.

Elvis Martinez appeared in person and spoke in favor of this Ordinance.

Beth Medina appeared in person and spoke in favor of this Ordinance.

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

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

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Gomez, Councilor Latino, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as 11097.

**S3 AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE FEDERAL HIGHWAY ADMINISTRATION IN THE AMOUNT OF \$959,559, TRANSFERRING \$230,069.02 FROM HUAN01 TO PL2403, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$1,189,628.02 AND AUTHORIZING THE MAYOR TO EXECUTE SAME**

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

**PUBLIC HEARING:**

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

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

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Gomez, Councilor Latino, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as 11098.

**S4 AN ORDINANCE SUSPENDING THE PAYMENT OF THE MONTHLY STREET REPAIR UTILITY SERVICE CHARGES FOR TWELVE CONSECUTIVE MONTHS BEGINNING WITH EACH UTILITY CUSTOMER'S JANUARY 2026 UTILITY BILL**

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

**PUBLIC HEARING:**

Dave Decenzo appeared in person and spoke in favor of this Ordinance.  
Elvis Martinez appeared in person and spoke in favor of this Ordinance.

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

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

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Gomez, Councilor Latino, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as 11099.

**S5 AN ORDINANCE APPROVING A GRANT AWARD AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE STATE OF COLORADO, ACTING BY AND THROUGH THE COLORADO DEPARTMENT OF NATURAL RESOURCES, TO PROVIDE WILDLAND FIRE MITIGATION CREW TIME TO THE CITY, AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME**

A staff report and detailed review of the Ordinance was given by Barb Huber, Fire Chief.

**PUBLIC HEARING:**

Elvis Martinez appeared in person and spoke in favor of this Ordinance.

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

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

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Gomez, Councilor Latino, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as 11100.

**S6 AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND VARIOUS COMMUNITY AGENCIES ESTABLISHING THE PUEBLO SEXUAL RESPONSE TEAM (SART) AND AUTHORIZING THE MAYOR TO EXECUTE SAME**

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

**PUBLIC HEARING:**

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

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

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Gomez, Councilor Latino, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as 11101.

**S7 AN ORDINANCE TRANSFERRING \$1,721,401.66 FROM PROJECT CI2426 – CITY COUNCIL AND DEPARTMENT RELOCATION PROJECT TO PROJECT CI2524 – MEMORIAL AIRPORT RENOVATIONS PROJECT FOR THE RENOVATION, UPGRADE, AND EXPANSION OF THE PUEBLO MEMORIAL AIRPORT TERMINAL**

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

**PUBLIC HEARING:**

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

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

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Latino, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** Councilor Gomez. Motion Passed 6-1.

This Ordinance was assigned as 11102.

**S8 AN ORDINANCE TRANSFERRING \$4,288,640 FROM THE 1992-2026 SALES AND USE TAX CAPITAL IMPROVEMENT PROJECTS FUND TO PROJECT ED2504 – MEMORIAL AIRPORT RENOVATIONS PROJECT TO FUND, IN PART, THE RENOVATION, UPGRADE, AND EXPANSION OF THE PUEBLO MEMORIAL AIRPORT TERMINAL**

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

**PUBLIC HEARING:**

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

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

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Latino, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** Councilor Gomez. Motion Passed 6-1.

This Ordinance was assigned as 11103.

**S9 AN ORDINANCE APPROVING AND ADOPTING A SUBSTANTIAL AMENDMENT TO THE CITY OF PUEBLO'S FIVE-YEAR 2025-2029 CONSOLIDATED PLAN AND THE 2025 ANNUAL ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND THE HOME INVESTMENT PARTNERSHIP ACT GRANT (HOME), AUTHORIZING THE MAYOR OF THE CITY OF PUEBLO TO SUBMIT THE SUBSTANTIAL AMENDMENT WITH ALL REQUIRED AND NECESSARY CERTIFICATIONS ASSURANCES, AND DOCUMENTATION TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, AND APPROPRIATING AND BUDGETING CDBG AND HOME FUNDS THEREFORE**

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

**PUBLIC HEARING:**

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

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

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Gomez, Councilor Latino, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as 11104.

**S10 AN ORDINANCE APPROVING AND ADOPTING A SUBSTANTIAL AMENDMENT TO THE CITY OF PUEBLO'S 2024 ANNUAL ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND THE HOME INVESTMENT PARTNERSHIP ACT GRANT (HOME), AUTHORIZING THE MAYOR OF THE CITY OF PUEBLO TO SUBMIT THE SUBSTANTIAL AMENDMENT WITH ALL REQUIRED AND NECESSARY CERTIFICATIONS, ASSURANCES, AND DOCUMENTATION TO THE U.S. DEPARTMENT OF**

**HOUSING AND URBAN DEVELOPMENT, AND APPROPRIATING AND BUDGETING CDBG AND HOME FUNDS THEREFORE**

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

**PUBLIC HEARING:**

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

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

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Gomez, Councilor Latino, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as 11105.

**S11 AN ORDINANCE BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$5,000 FROM THE EL POMAR FOUNDATION INTO PROJECT NO. CI2520 - HEALTHY EATING KITCHEN PROGRAM AT THE EL CENTRO DEL QUINTO SOL COMMUNITY CENTER**

A staff report and detailed review of the Ordinance was given by Tamara Moore, Recreation Supervisor.

**PUBLIC HEARING:**

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

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

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Gomez, Councilor Latino, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as 11106.

**S12 AN ORDINANCE APPROVING A LEASE BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND IQOR US, INC., A DELAWARE CORPORATION FOR THE LEASE OF CITY OWNED PROPERTY LOCATED AT 317 NORTH MAIN STREET, PUEBLO, COLORADO 81003 AND AUTHORIZING THE MAYOR TO EXECUTE SAID LEASE**

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

Roll Call - **Ayes:** Councilor Gomez, Councilor Latino, Councilor Hernandez, Councilor

Danti. **Nays:** President Aliff, Councilor Boston, Councilor Ruiz-Gomez. Motion Passed 4-3.

This Ordinance was assigned as 11107.

**S13 AN ORDINANCE APPROVING A DEPOSIT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND QQ OPERATING HOLDING COMPANY, LLC, A DELAWARE LIMITED LIABILITY COMPANY**

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

**PUBLIC HEARING:**

Elvis Martinez appeared in person and spoke against this Ordinance.

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

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

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Gomez, Councilor Latino, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as 11108.

**S14 AN ORDINANCE APPROVING A CDOT ACCESS PERMIT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND MARTINEZ PROPERTY HOLDINGS, INC., A NEW MEXICO CORPORATION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME**

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

**PUBLIC HEARING:**

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

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

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Gomez, Councilor Latino, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as 11109.

**S15 AN ORDINANCE APPROVING AND ACCEPTING A SPECIAL WARRANTY DEED FROM NEIGHBORHOOD HOUSING SERVICES OF PUEBLO, INC., A COLORADO NONPROFIT CORPORATION, D/B/A NEIGHBORWORKS OF PUEBLO, N/K/A NEIGHBORWORKS SOUTHERN COLORADO, INC., A COLORADO NONPROFIT CORPORATION, FOR 1.75 ACRES OF LAND IN THE PIKES PEAK PARK, FILING NO. 1 SUBDIVISION**

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

**PUBLIC HEARING:**

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

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

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Gomez, Councilor Latino, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as 11110.

**S16 AN ORDINANCE APPROVING, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT TO BUY AND SELL REAL ESTATE BY AND BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND STANLEY RIVERA AND ALVIN RIVERA PARTNERSHIP, FOR THE PURCHASE OF THE PROPERTY DESCRIBED AS 316-322 WEST NORTHERN AVENUE WITHIN THE CITY OF PUEBLO, AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$99,000 FROM PROJECT CI2113 – ARPA INTEREST FUNDS TO PROJECT CI2526 – 316-322 W NORTHERN PURCHASE FOR THE PURCHASE**

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

**PUBLIC HEARING:**

Elvis Martinez appeared in person and spoke against this Ordinance.

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

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

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** Councilor Gomez, Councilor Latino. Motion Passed 5-2.

This Ordinance was assigned as 11111.

**T. COMMUNICATIONS**

**T1 A CITIZEN FILED AN ETHICS COMPLAINT AGAINST COUNCILOR REGINA MAESTRI**

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

Councilor Latino, seconded by Councilor Hernandez, moved to accept the ethics complaint.

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Gomez, Councilor Latino, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** None. Motion

Passed 7-0.

Councilor Latino, seconded by Councilor Gomez, moved to dismiss.

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Gomez, Councilor Latino, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** None. Motion Passed 7-0.

## **T2 A CITIZEN FILED AN ETHICS COMPLAINT AGAINST COUNCILOR REGINA MAESTRI**

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

Councilor Latino, seconded by Councilor Danti, moved to accept the ethics complaint.

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Gomez, Councilor Latino, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** None. Motion Passed 7-0.

Councilor Latino, seconded by Councilor Ruiz-Gomez, moved to dismiss.

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Gomez, Councilor Latino, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** None. Motion Passed 7-0.

## **R2 AN ORDINANCE APPROVING THE MUNIZ SUNNY HEIGHTS SUBDIVISION FILING NO.1**

Councilor Ruiz-Gomez was excused and left the Dias because of a conflict of interest.

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 # S-24-09 dated November 12, 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 Latino, seconded by Councilor Gomez, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Gomez, Councilor Latino, Councilor Hernandez, Councilor Danti. **Nays:** None. Motion Passed 6-0.

This Ordinance was assigned as 11112.

## **U. ADJOURN**

President Aliff adjourned the meeting at 10:30 p.m.

Respectfully submitted,



Vincent Petkosek

Deputy City Clerk



**SPECIAL CITY COUNCIL MEETING  
CITY COUNCIL CHAMBERS – CITY HALL  
#1 CITY HALL PLACE  
FRIDAY, JANUARY 16, 2026 - 12:00 PM**

**MINUTES**

**A. CALL TO ORDER**

President Aliff called the meeting to order at p.m.

**B. ROLL CALL**

**Council Members Present:** Mark Aliff, Brett Boston, Roger Gomez, Joe Latino, Ted Hernandez, Dianne Danti, Selena Ruiz-Gomez.

**Council Members Present via Zoom:** None.

**Council Members Absent:** None.

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

**C. COMMUNICATIONS**

**C1 MOTION TO RECONSIDER ITEM S12 FROM THE JANUARY 12, 2026  
AGENDA: AN ORDINANCE APPROVING A LEASE BETWEEN THE CITY OF  
PUEBLO, A COLORADO MUNICIPAL CORPORATION AND IQOR US, INC., A  
DELAWARE CORPORATION FOR THE LEASE OF CITY OWNED PROPERTY  
LOCATED AT 317 NORTH MAIN STREET, PUEBLO, COLORADO 81003 AND  
AUTHORIZING THE MAYOR TO EXECUTE SAID LEASE**

Councilor Gomez, seconded by Councilor Latino, motioned to reconsider item S12 from the January 12, 2026, agenda, to be reconsidered at the Regular meeting January 26, 2026.

Roll Call - **Ayes:** President Aliff, Councilor Latino, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** Councilor Boston, Councilor Gomez. Motion Passed 5-2.

**D. ADJOURN**

President Aliff adjourned the meeting at 12:06 p.m.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "V. Petkosek", is written over a horizontal line.

Vincent Petkosek  
Deputy City Clerk

Mike Castellucci  
Chair

Patrick Avalos  
Vice Chair

Brett Boston  
City Council Representative



Planning & Zoning Commission

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

James Salazar

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***MINUTES OF REGULAR MEETING***  
City of Pueblo, Colorado  
Wednesday, December 10, 2025 – 3:30 p.m.  
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:31 with Chairman Mike Castellucci presiding.

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

**Commissioners Absent:**

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

**Staff Members Absent:** None

**Approval of the Agenda:** Bailey moved to amend the agenda, continuing items S-25-06, Z-25-20, and S-25-07 to the January 14, 2026, meeting and approve the agenda, seconded by Boston.

**Motion Passed:** 7-0.

**Public Meeting:**

**HARP-25-02 Site plan review:** of updated signage and a new sign in a Historic Arkansas Riverwalk of Pueblo (HARP-2) Zone District located at 120 Riverwalk Place. Staff Report by Riane Ledford, Planner.

**Applicant** Marty Garcia spoke in support of the application. No one appeared in opposition.

**Commission Action:** Bailey moved to approve the Site Plan Review, second by Spinuzzi.

**Motion Passed:** 7-0.

**Three Mile Annexation Plan:** Hannah Prinzi provided staff report. No one appeared in support or opposition.

**Commission Action:** Bailey motioned to recommend the Three Mile Annexation Plan to City Council, second by Spinuzzi.

**Motion Passed:** 7-0.

**Public Hearing:**

**Rezone:** Rezone 0.91-acres located at 105 Lehigh Ave from Mixed Residential (R-4) to Neighborhood Business (B-1) Zone District to facilitate the use of the property for a medical office space. Staff Report by Riane Ledford, Planner.

**Hearing:** Applicant Richard Ray was sworn in and spoke in support of the application. No one spoke in opposition.

**Commission Action:** Bailey moved to recommend the rezone application to City Council, seconded by Salazar.

**Motion Passed:** 7-0.


**Approval of Minutes:**


Bailey moved to approve the minutes from the November 12, 2025, meeting, seconded by Spinuzzi.

**Old/New Business:**

**Adjourn at 3:53 PM**

Respectfully submitted,

  
\_\_\_\_\_  
Mike Castellucci  
Chairperson

  
\_\_\_\_\_  
Beritt Odom  
Executive Secretary



**Background Paper for Proposed Resolution**

**COUNCIL MEETING DATE:** January 26, 2026

**TO:** President Mark Aliff and Members of City Council

**CC:** Mayor Heather Graham

**VIA:** Marisa Stoller, City Clerk

**FROM:** Andrew Hayes, Public Works Director

**SUBJECT:** A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$163,770 TO CYCLONE LLC, DBA CYCLONE KLEEN UP, FOR PROJECT NO. 25-125, ABATE AND DEMOLISH - 1124 WEST 11TH STREET AND 2810 BERKLEY AVENUE, SETTING FORTH \$25,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

**SUMMARY:**

Attached is a resolution awarding a Construction Contract to Cyclone LLC, DBA Cyclone Kleen Up for Project No. 25-125, Abate and Demolish - 1124 West 11th Street and 2810 Berkley Avenue.,

**PREVIOUS COUNCIL ACTION:**

None.

**BACKGROUND:**

In general, this project will consist of the asbestos abatement and demolition of 1124 West 11th Street and 2810 Berkley Avenue. The Resolution awards the Construction Contract to Cyclone LLC, DBA Cyclone Kleen Up.

**FINANCIAL IMPLICATIONS:**

Funding (including all contingencies) in the amount of \$188,770.00 will be paid from Project Account CD2512 - Abatement Dangerous Buildings.

**BOARD/COMMISSION RECOMMENDATION:**

None.

**STAKEHOLDER PROCESS:**

None.

**ALTERNATIVES:**

Denial of this resolution will cancel the project.

**RECOMMENDATION:**

Approval of the Resolution.

**ATTACHMENTS:**

1. 25-125 Bid Summary

RESOLUTION NO. 16232

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$163,770 TO CYCLONE LLC, DBA CYCLONE KLEEN UP, FOR PROJECT NO. 25-125, ABATE AND DEMOLISH - 1124 WEST 11TH STREET AND 2810 BERKLEY AVENUE, SETTING FORTH \$25,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, bids for Project No. 25-125 - Abate and Demolish - 1124 West 11th Street and 2810 Berkley Avenue have been received and examined; AND,

WHEREAS, the proposal of Cyclone LLC, DBA Cyclone Kleen Up, was the lowest of those bids determined to be responsive; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 25-125, Abate and Demolish - 1124 West 11th Street and 2810 Berkley Avenue to be performed, and the contract for said project is hereby awarded to Cyclone LLC, DBA Cyclone Kleen Up, in the amount of \$163,770.00.

SECTION 2.

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

SECTION 3.

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

Contingencies and Additional Work.....\$25,000.00

SECTION 4.

Funds for Project No. 25-125 (including all contingencies), in the amount of \$188,770.00 shall be from Project Account CD2512 - Abatement Dangerous Buildings.

SECTION 5.

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

SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: January 26, 2026

BY: Brett Boston  
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff  
PRESIDENT OF CITY COUNCIL

ATTESTED BY:   
CITY CLERK



City of Pueblo  
Purchasing

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

**EVALUATION TABULATION**

IFB No. 25-125 (CD1911, CD2111, CD2211)

Abate and Demolish - 1124 West 11th Street and 2810 Berkley Avenue

RESPONSE DEADLINE: December 23, 2025 at 10:00 am

Report Generated: Tuesday, December 23, 2025

**VENDOR TOTALS**

| Vendor  | Base Bid     | Bid Alternate No. 1 | Total        |
|---|--------------|---------------------|--------------|
| Cyclone LLC DBA Cyclone Kleen Up              | \$85,885.00  | \$77,885.00         | \$163,770.00 |
| Rockies Environmental and Demolition Services | \$91,000.00  | \$91,000.00         | \$182,000.00 |
| Advanced Remediation Services Inc (dba ARS)   | \$169,000.00 | \$218,000.00        | \$387,000.00 |
| Orion Environmental Inc                       | \$231,188.00 | \$305,640.00        | \$536,828.00 |

EVALUATION TABULATION

IFB No. 25-125 (CD1911, CD2111, CD2211)

Abate and Demolish - 1124 West 11th Street and 2810 Berkley Avenue

**BASE BID - 1124 WEST 11TH STREET**

| Base Bid - 1124 West 11th Street |           |   |          |                 | Advanced Remediation Services Inc (dba ARS) |              | Cyclone LLC DBA Cyclone Klean Up |             | Orion Environmental Inc |              | Rockies Environmental and Demolition Services |             |
|----------------------------------|-----------|---|----------|-----------------|---|--------------|----------------------------------|-------------|-------------------------|--------------|---|-------------|
| Selected                         | Line Item | Description                                   | Quantity | Unit of Measure | Unit Cost                                   | Total        | Unit Cost                        | Total       | Unit Cost               | Total        | Unit Cost                                     | Total       |
| X                                | 1         | Abate and Demolish 1124 West 11th Street Site | 1        | LS              | \$169,000.00                                | \$169,000.00 | \$72,000.00                      | \$72,000.00 | \$208,069.20            | \$208,069.20 | \$60,000.00                                   | \$60,000.00 |
| X                                | 2         | Mobilization                                  | 1        | LS              | \$0.00                                      | \$0.00       | \$2,000.00                       | \$2,000.00  | \$11,559.40             | \$11,559.40  | \$21,000.00                                   | \$21,000.00 |
| X                                | 3         | Traffic Control                               | 1        | LS              | \$0.00                                      | \$0.00       | \$2,385.00                       | \$2,385.00  | \$5,779.70              | \$5,779.70   | \$5,000.00                                    | \$5,000.00  |
| X                                | 4         | Erosion and Sediment Control                  | 1        | LS              | \$0.00                                      | \$0.00       | \$9,500.00                       | \$9,500.00  | \$5,779.70              | \$5,779.70   | \$5,000.00                                    | \$5,000.00  |
| Total                            |           |   |          |                 |   | \$169,000.00 |                                  | \$85,885.00 |                         | \$231,188.00 |   | \$91,000.00 |

EVALUATION TABULATION

IFB No. 25-125 (CD1911, CD2111, CD2211)

Abate and Demolish - 1124 West 11th Street and 2810 Berkley Avenue

**BID ALTERNATE NO. 1 - 2810 BERKLEY AVENUE**

| Bid Alternate No. 1 - 2810 Berkley Avenue |           |   |          |                 | Advanced Remediation Services Inc (dba ARS) |              | Cyclone LLC DBA Cyclone Klean Up |             | Orion Environmental Inc |              | Rockies Environmental and Demolition Services |             |
|---|-----------|---|----------|-----------------|---|--------------|----------------------------------|-------------|-------------------------|--------------|---|-------------|
| Selected                                  | Line Item | Description                                 | Quantity | Unit of Measure | Unit Cost                                   | Total        | Unit Cost                        | Total       | Unit Cost               | Total        | Unit Cost                                     | Total       |
| X   | 1         | Abate and Demolish 2810 Berkley Avenue Site | 1        | LS              | \$218,000.00                                | \$218,000.00 | \$64,000.00                      | \$64,000.00 | \$275,076.00            | \$275,076.00 | \$60,000.00                                   | \$60,000.00 |
| X   | 2         | Mobilization                                | 1        | LS              | \$0.00                                      | \$0.00       | \$2,000.00                       | \$2,000.00  | \$15,282.00             | \$15,282.00  | \$21,000.00                                   | \$21,000.00 |
| X   | 3         | Traffic Control                             | 1        | LS              | \$0.00                                      | \$0.00       | \$2,385.00                       | \$2,385.00  | \$7,641.00              | \$7,641.00   | \$5,000.00                                    | \$5,000.00  |
| X   | 4         | Erosion and Sediment Control                | 1        | LS              | \$0.00                                      | \$0.00       | \$9,500.00                       | \$9,500.00  | \$7,641.00              | \$7,641.00   | \$5,000.00                                    | \$5,000.00  |
| Total                                     |           |   |          |                 |   | \$218,000.00 |                                  | \$77,885.00 |                         | \$305,640.00 |   | \$91,000.00 |



**Background Paper for Proposed Resolution**

**COUNCIL MEETING DATE:** January 26, 2026

**TO:** President Mark Aliff and Members of City Council

**CC:** Mayor Heather Graham

**VIA:** Marisa Stoller, City Clerk

**FROM:** Andrew Hayes, Public Works Director

**SUBJECT:** A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$49,382.01 TO THE TILE HOUSE, INC., FOR PROJECT NO. 25-124, FLOORING REPLACEMENT - PUEBLO TRANSIT ADMINISTRATION BUILDING, SETTING FORTH \$7,400.00 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

**SUMMARY:**

Attached is a Resolution awarding a construction contract to The Tile House, Inc., for Project No. 25-125, Flooring Replacement - Pueblo Transit Administration Building.

**PREVIOUS COUNCIL ACTION**

None.

**BACKGROUND:**

This project consists of the removal and disposal of the existing flooring and installation of approximately 5,000 sq. feet of new flooring and cove base at the Pueblo Transit Administration Building located at 350 Alan Hamel Avenue, Pueblo, CO, 81003. This Resolution awards the construction contract to The Tile House, Inc.

**FINANCIAL IMPLICATIONS:**

Funding in the amount of \$56,782.01 will be paid from Project Account PT2101 FY2020 5307 - PM Facilities.

**BOARD/COMMISSION RECOMMENDATION:**

None.

**STAKEHOLDER PROCESS:**

None.

**ALTERNATIVES:**

Denial of this resolution will cancel this project.

**RECOMMENDATION:**

Approval of the Resolution.

**ATTACHMENTS:**

1. 25-124 Bid Summary

RESOLUTION NO. 16233

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$49,382.01 TO THE TILE HOUSE, INC., FOR PROJECT NO. 25-124, FLOORING REPLACEMENT - PUEBLO TRANSIT ADMINISTRATION BUILDING, SETTING FORTH \$7,400.00 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for Project No. 25-124, Flooring Replacement Pueblo Transit Administration Building have been received and examined; and,

WHEREAS, the proposal of The Tile House, Inc., was the lowest of those bids determined to be responsive, and the Committee of Awards recommends to the City Council that it authorize Project No. 25-124, Flooring Replacement - Pueblo Transit Administration Building to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 25-124, Flooring Replacement - Pueblo Transit Administration Building, to be performed, and the contract for said project is hereby awarded to The Tile House, Inc., in the amount of \$49,382.01.

SECTION 2.

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

SECTION 3.

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

Contingencies and Additional Work.....\$7,400.00

SECTION 4.

Funds for Project No. 25-124, in the amount of \$56,782.01 (including contingencies and additional work) shall be from Project Account PT2101, FY 2020 5307 - PM Facilities.

SECTION 5.

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


SECTION 6.

The Resolution shall become effective immediately upon passage and approval.

INTRODUCED: January 26, 2026

BY: Brett Boston  
MEMBER OF CITY COUNCIL

APPROVED: Mark Cliff  
PRESIDENT OF CITY COUNCIL

ATTESTED BY:   
CITY CLERK



**EVALUATION TABULATION**  
IFB No. 25-124 (PT2101)  
Flooring Replacement - Pueblo Transit Administration Building  
RESPONSE DEADLINE: December 19, 2025 at 11:00 am  
Report Generated: Friday, December 19, 2025

**VENDOR TOTALS**

| Vendor                | Total        |
|-----------------------|--------------|
| The Tile House Inc    | \$49,382.007 |
| Maverick Construction | \$87,266.87  |

EVALUATION TABULATION  
 IFB No. 25-124 (PT2101)  
 Flooring Replacement - Pueblo Transit Administration Building

**BASE BID**

| Selected | Line Item | Base Bid                                     |          |                 | Maverick Construction |             | The Tile House Inc |              |
|----------|-----------|--|----------|-----------------|-----------------------|-------------|--------------------|--------------|
|          |           | Description                                  | Quantity | Unit of Measure | Unit Cost             | Total       | Unit Cost          | Total        |
| X        | 1         | Remove and dispose of existing flooring      | 4933     | SF              | \$2.53                | \$12,480.49 | \$0.499            | \$2,461.567  |
| X        | 2         | Furnish and install new Kinetex flooring     | 3732     | SF              | \$9.47                | \$35,342.04 | \$7.03             | \$26,235.96  |
| X        | 3         | Furnish and Install new vinyl plank flooring | 1201     | SF              | \$14.34               | \$17,222.34 | \$6.88             | \$8,262.88   |
| X        | 4         | Remove and dispose of cove base              | 1269     | LF              | \$0.86                | \$1,091.34  | \$1.18             | \$1,497.42   |
| X        | 5         | Install new 4" cove base                     | 1269     | SF              | \$3.43                | \$4,352.67  | \$3.27             | \$4,149.63   |
| X        | 6         | Mobilization                                 | 1        | LS              | \$8,080.21            | \$8,080.21  | \$535.83           | \$535.83     |
| X        | 7         | Move and restore furniture                   | 1        | LS              | \$8,697.78            | \$8,697.78  | \$6,238.72         | \$6,238.72   |
| Total    |           |  |          |                 |                       | \$87,266.87 |                    | \$49,382.007 |



**Background Paper for Proposed Resolution**

**COUNCIL MEETING DATE:** January 26, 2026

**TO:** President Mark Aliff and Members of City Council

**CC:** Mayor Heather Graham

**VIA:** Marisa Stoller, City Clerk

**FROM:** Andrew Hayes, Public Works Director

**SUBJECT:** A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$31,129.72, TO MORTON ELECTRIC, INC., FOR PROJECT NO. 25-110, NORTHERN AND PRAIRIE TEMPORARY SPAN WIRE SIGNAL, AND APPROVING THE PURCHASING AGENT'S EXECUTION OF SAME

**SUMMARY:**

This Resolution ratifies and approves the award of an Emergency Construction Contract to Morton Electric, Inc., for Project No. 25-110 Northern and Prairie Temporary Span Wire Signal.

**PREVIOUS COUNCIL ACTION:**

None.

**BACKGROUND:**

The project included the equipment, labor, materials and rented materials for the installation of a temporary span wire signal across Northern Avenue. This project was done as an emergency following a traffic accident. A vehicle crash occurred at the intersection of Northern Avenue and Prairie Avenue on December 1, 2025. One of the vehicles involved struck the traffic signal pole, causing it to fall down. The City did not have the ability to replace the signal in house, so Morton Electric, Inc., was contacted to provide the emergency repair. Prior to this work, Morton Electric, Inc. was awarded a contract to replace the signals with the City of Pueblo as part of a grant from CDOT, Northern and Prairie Trail Phase 3.

The prevailing factor for sole source justification is the signal was inoperable. The bolts holding the vertical signal pole to the roundabout were sheared off and the entire caisson shifted. In addition, the signal pole, mast arm, signage, signals and wiring were all damaged, leaving the signal inoperable and required emergency repair. Temporarily, this intersection was set up as a four-way stop, using temporary traffic measures;

however, the four-way stop was not a good solution long-term.

The Resolution ratifies the Emergency Construction Contract that was awarded to Morton Electric, Inc.

**FINANCIAL IMPLICATIONS:**

Funding in the amount of \$31,129.72 will be paid from Project Account HUAN02, Street Signals.

**BOARD/COMMISSION RECOMMENDATION:**

None.

**STAKEHOLDER PROCESS:**

None.

**ALTERNATIVES:**

Not approve this Resolution, but this would require a finding that there was not an emergency condition.

**RECOMMENDATION:**

Approval of the Resolution.

**ATTACHMENTS:**

1. Final Invoice - Northern Ave. Temp Span

RESOLUTION NO. 16234

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$49,382.01 TO THE TILE HOUSE, INC., FOR PROJECT NO. 25-124, FLOORING REPLACEMENT - PUEBLO TRANSIT ADMINISTRATION BUILDING, SETTING FORTH \$7,400.00 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for Project No. 25-124, Flooring Replacement Pueblo Transit Administration Building have been received and examined; and,

WHEREAS, the proposal of The Tile House, Inc., was the lowest of those bids determined to be responsive, and the Committee of Awards recommends to the City Council that it authorize Project No. 25-124, Flooring Replacement - Pueblo Transit Administration Building to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 25-124, Flooring Replacement - Pueblo Transit Administration Building, to be performed, and the contract for said project is hereby awarded to The Tile House, Inc., in the amount of \$49,382.01.

SECTION 2.

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

SECTION 3.

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

Contingencies and Additional Work.....\$7,400.00

SECTION 4.

Funds for Project No. 25-124, in the amount of \$56,782.01 (including contingencies and additional work) shall be from Project Account PT2101, FY 2020 5307 - PM Facilities.

SECTION 5.

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

SECTION 6.

The Resolution shall become effective immediately upon passage and approval.

INTRODUCED: January 26, 2026

BY: Brett Boston  
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff  
PRESIDENT OF CITY COUNCIL

ATTESTED BY:   
CITY CLERK





**Background Paper for Proposed Resolution**

**COUNCIL MEETING DATE:** January 26, 2026

**TO:** President Mark Aliff and Members of City Council

**CC:** Mayor Heather Graham

**VIA:** Marisa Stoller, City Clerk

**FROM:** Andra Ahrens, Director Wastewater

**SUBJECT:** A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$6,987.42 WITH MILLER PIPELINE, INC., FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 1951 LAKE AVE., PROJECT NO. 24-033 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME.

**SUMMARY:**

This Resolution ratifies and approves award of a construction contract to Miller Pipeline, Inc., for emergency sanitary sewer point repairs at 1951 Lake Ave.

**PREVIOUS COUNCIL ACTION:**

None

**BACKGROUND:**

On November 24, 2025, the City of Pueblo Police Department reported that complaints were received regarding a deteriorated manhole. The manhole wall, bench, ring, and lid of the manhole were heavily corroded and were causing a safety hazard for the traveling public. An emergency repair was performed to repair the deteriorated manhole wall, bench, ring and lid.

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

The cost breakdown for the project is as follows:

|                     |  |             |
|---------------------|--|-------------|
|                     | <b><u>Sanitary Sewer Replacement-related</u></b> |             |
| <i>Total:</i>       | \$ 6,689.14                                      | 96%         |
|                     | <b><u>Surface Improvement Related</u></b>        |             |
| <i>Total:</i>       | \$ 298.28  | 4%          |
| <b>Grand Total:</b> | <b>\$ 6,987.42</b>                               | <b>100%</b> |

**FINANCIAL IMPLICATIONS:**

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

**BOARD/COMMISSION RECOMMENDATION:**

Not applicable

**STAKEHOLDER PROCESS:**

None

**ALTERNATIVES:**

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

**RECOMMENDATION:**

Approval of the Resolution

**ATTACHMENTS:**

- 1-26-26 1951 Lake Ave Emergency Point Repair Attachment.docx

RESOLUTION NO. 16235

A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$6,987.42 WITH MILLER PIPELINE, INC., FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 1951 LAKE AVE., PROJECT NO. 24-033 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME.

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

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

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

City Council ratifies and approves the contract for repair of the sanitary sewers at 1951 Lake Ave. with Miller Pipeline, Inc., Project No. 24-033 (WWAN03) — Emergency Point Repair awarded to said bidder in the amount of \$6,987.42.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

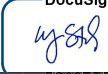
SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: January 26, 2026

BY: Brett Boston  
MEMBER OF CITY COUNCIL

APPROVED: Mark Duff  
PRESIDENT OF CITY COUNCIL

ATTESTED BY:   
CITY CLERK

| 2024-2026 Emergency Sanitary Sewer Point Repair |   |           |    |    | 1951 Lake            |                         |
|---|---|-----------|----|----|----------------------|-------------------------|
| Date 07/29/2025                                 |   |           |    |    | 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 |    | \$ -                 | \$ -                    |
|   |   | 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 | 25 | \$ 2,250.00          | \$ 1,950.00             |
|   |   | >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             |    |                  | \$ | -         | \$ | -         |
| 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 | 10               | \$ | 3,000.00  | \$ | 3,750.00  |
|    |  | 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             |    | 1                | \$ | 1,600.00  | \$ | 2,000.00  |
| 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            | \$ | 8,600.00  | \$ | 9,425.00  |
|    |  |                |    | With Contingency | \$ | 10,320.00 | \$ | 11,310.00 |

## CONTRACT CHANGE ORDER

CITY OF PUEBLO DEPARTMENT OF PUBLIC WORKS

Project Number : 24-033 (WWAN03)      Change Order No. : ONE      1/6/2026

Project Name : 2024, 2025 and 2026 Sanitary Sewer Point Repair  
1951 Lake Ave

Contractor : MILLER PIPELINE  
421 E. Industrial Blvd., Pueblo West, CO81007

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                                  | ASPHALT PATCH - 4" HMA on 4" CLASS 6 ABC FOR 8" AND 10" PIPE | (\$2,250.00)         |                      |
| 2                                  | CALCIUM ALUMINATE COAT 8-INCH MANHOLE                        | (\$1,050.00)         |                      |
| 5                                  | TRAFFIC CONTROL  |                      | \$690.00             |
| 6                                  | PARTS  |                      | \$997.42             |
| <b>TOTAL (Decrease) / Increase</b> |  | <b>(\$3,300.00)</b>  | <b>\$1,687.42</b>    |

|  |    |            |
|--|----|------------|
| Net Adjustment This Change Order       | \$ | (1,612.58) |
| Amount of Previous Change Order(s)     | \$ | 0.00       |
| Original Contract Amount               | \$ | 8,600.00   |
| Total Adjusted Contract Amount To Date | \$ | 6,987.42   |

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

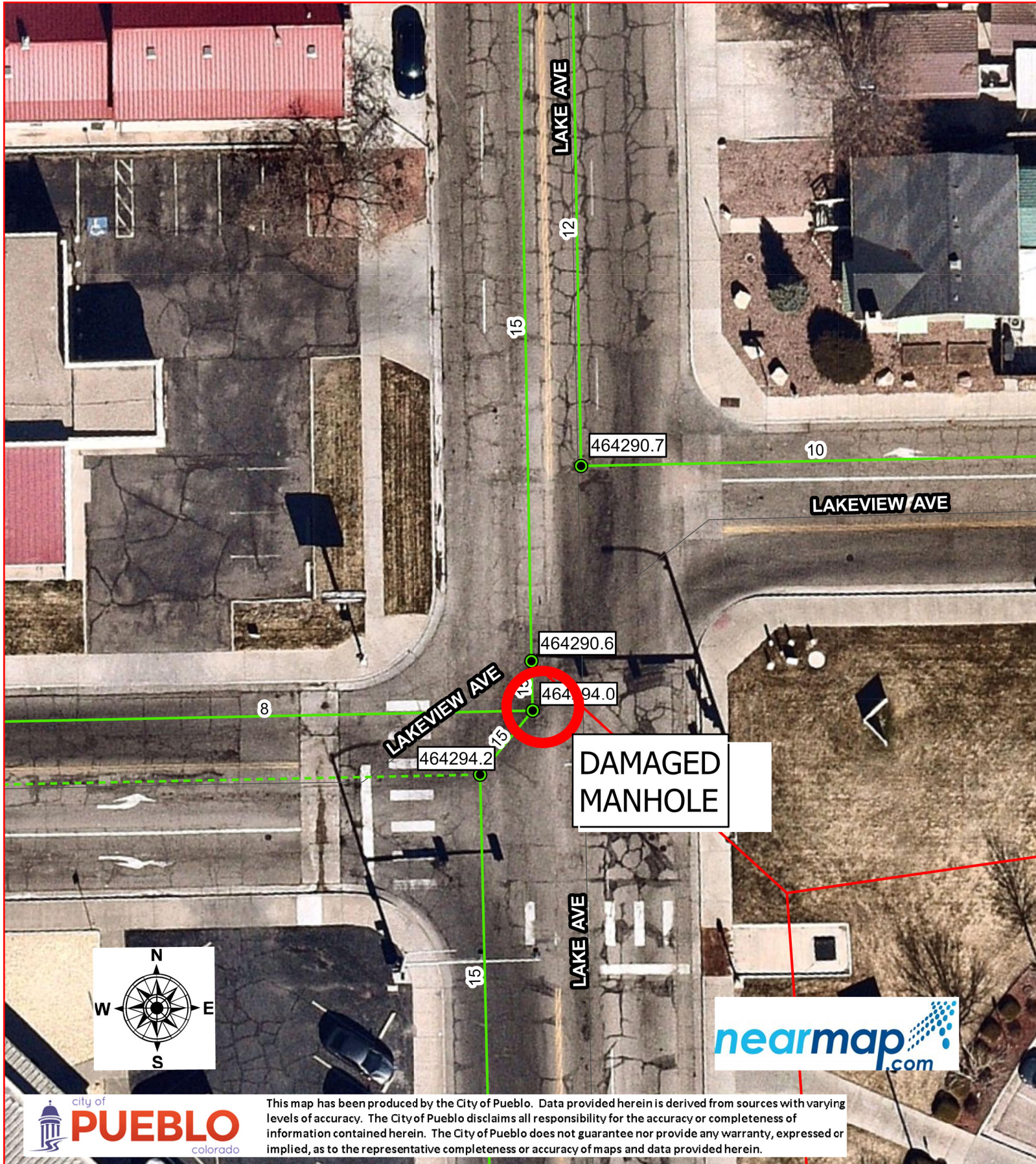
Reviewed by: \_\_\_\_\_ Date: \_\_\_\_\_  
Wastewater Engineering Manager

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

# Sanitary Sewer Layout Point Repair 1951 Lake Ave





**Background Paper for Proposed Resolution**

**COUNCIL MEETING DATE:** January 26, 2026

**TO:** President Mark Aliff and Members of City Council

**CC:** Mayor Heather Graham

**VIA:** Marisa Stoller, City Clerk

**FROM:** Alyssa Parga, Executive Assistant to the Mayor

**SUBJECT:** A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF NICOLE CERA CANO TO COMPLETE A THREE-YEAR TERM EXPIRING AUGUST 31, 2027 ON THE EL CENTRO DEL QUINTO SOL RECREATION CENTER BOARD OF DIRECTORS

**SUMMARY:**

This is a Resolution confirming the appointment by the Mayor of a member o to complete a three-year term expiring August 31, 2027 on the El Centro del Quinto Sol Recreation Center Board of Directors.

**PREVIOUS COUNCIL ACTION:**

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

**BACKGROUND:**

Due to the resignation of Alyssa Vargas-Lopez who is moving out of state, there is one position available on this board.

**FINANCIAL IMPLICATIONS:**

This is a volunteer committee and members serve without compensation.

**BOARD/COMMISSION RECOMMENDATION:**

N/A

**STAKEHOLDER PROCESS:**

N/A

**ALTERNATIVES:**

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

**RECOMMENDATION:**

Approval of the Resolution.

**ATTACHMENTS:**

None

RESOLUTION NO. 16236

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF NICOLE CERA CANO TO COMPLETE A THREE-YEAR TERM EXPIRING AUGUST 31, 2027 ON THE EL CENTRO DEL QUINTO SOL RECREATION CENTER BOARD OF DIRECTORS

WHEREAS, Mayor Heather Graham has requested confirmation by the City Council of her appointment of Nicole Cera Cano to the El Centro del Quinto Sol Recreation Center Board of Directors; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment by the Mayor of Nicole Cera Cano to the El Centro del Quinto Sol Recreation Center Board of Directors to complete a three-year term expiring August 31, 2027 shall be and is hereby confirmed by the City Council.

SECTION 2.

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

SECTION 3.

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

INTRODUCED: January 26, 2026

BY: Brett Boston  
MEMBER OF CITY COUNCIL

APPROVED: Mark Cliff  
PRESIDENT OF CITY COUNCIL

ATTESTED BY: [Signature]  
CITY CLERK



**Background Paper for Proposed Resolution**

**COUNCIL MEETING DATE:** January 26, 2026

**TO:** President Mark Aliff and Members of City Council

**CC:** Mayor Heather Graham

**VIA:** Marisa Stoller, City Clerk

**FROM:** Beritt Odom, Director Planning and Community Development

**SUBJECT:** A RESOLUTION ADOPTING THE 2026 CITY OF PUEBLO THREE-MILE ANNEXATION PLAN FOR THE CITY OF PUEBLO FOR THE PURPOSES OF ANNEXATION AS REQUIRED BY THE MUNICIPAL ANNEXATION ACT OF 1965 AND RESCINDING ALL ANNEXATION MASTER PLANS PREVIOUSLY ADOPTED

**SUMMARY:**

The proposed City of Pueblo Three-Mile Annexation Boundary Map fulfills the annual requirement to adopt a plan for the orderly development of the City. The attached map defines areas that may be annexed into the City in 2026 and references the Pueblo Regional Development Plan for information regarding municipal services. Approval of this plan will facilitate annexations proposed for 2026.

**PREVIOUS COUNCIL ACTION:**

City Council approved Resolution No. 15875 on January 13, 2025, adopting the 2025 City of Pueblo Three-Mile Annexation Plan.

**BACKGROUND:**

The 3-Mile Plan is required by Section 31-12-105 of the Colorado Revised Statutes (CRS). According to the CRS,

“No annexation may take place that would have the effect of extending a municipal boundary more than three miles in any direction from any point of such municipal boundary in any one year,” and “prior to completion of any annexation within the three-mile area, the municipality shall have in place a plan for that area that generally describes the proposed location, character, and extent of streets, subways, bridges, waterways, waterfronts, parkways, playgrounds, squares, parks, aviation fields, other public ways, grounds, open spaces, public utilities, and terminals for water, light, sanitation, transportation, and power to be provided by the municipality an the

proposed land uses for the area.

Such plan shall be updated at least once annually” (CRS, 31-12-105, (1), (e) (1)).

The City of Pueblo is requesting to update the 3-Mile Plan to identify the boundary around the current City limits in which annexations may occur in 2026. The 3-Mile Plan references the 2022 Regional Comprehensive Plan and its attached maps for information regarding infrastructure, transportation, and municipal services. The updated Three-Mile Plan fulfills the annual requirement to adopt a plan for the orderly development of the City.

**FINANCIAL IMPLICATIONS:**

None.

**BOARD/COMMISSION RECOMMENDATION:**

The Planning and Zoning Commission, at their December 10, 2025, Regular Meeting, voted 7-0 to recommend approval.

**STAKEHOLDER PROCESS:**

The City Planning and Zoning Commission included the review of the 2025 Three-Mile Annexation Plan (MP-25-01) as a Public Meeting and Action item on the Wednesday, December 10, 2025, regular meeting of the Commission.

**ALTERNATIVES:**

None. Review and approval of the Three-Mile Annexation Boundary Map is required by Section 31-12-105(1)(e) C.R.S.

**RECOMMENDATION:**

Approval of the Resolution

**ATTACHMENTS:**

1. MP-25-01 Attchments

RESOLUTION NO. 16237

A RESOLUTION ADOPTING THE 2026 CITY OF PUEBLO THREE-MILE ANNEXATION PLAN FOR THE CITY OF PUEBLO FOR THE PURPOSES OF ANNEXATION AS REQUIRED BY THE MUNICIPAL ANNEXATION ACT OF 1965 AND RESCINDING ALL ANNEXATION MASTER PLANS PREVIOUSLY ADOPTED

WHEREAS, the Planning and Zoning Commission is authorized to prepare and submit to the City Council for its approval a master plan for the physical development of the City, pursuant to Section 12-5 of the Charter of Pueblo; and,

WHEREAS, the Planning and Zoning Commission recommended approval of the 2026 Pueblo Annexation Master Plan, Three-Mile Plan for the City of Pueblo on December 10, 2025; NOW THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The 2026 City of Pueblo Three-Mile Annexation Plan Map referencing that portion of the Pueblo Regional Development Plan which generally describes the proposed location, character and extent of streets, bridges, waterways, waterfronts, parkways, playgrounds, squares, parks, aviation fields, other public ways, grounds, open spaces, public utilities, and terminals for water, light, sanitation, transportation, and power to be provided by the City and the proposed land uses for the area as identified within the Pueblo Regional Development Plan and on its attached maps. The 2026 City of Pueblo Three-Mile Annexation Boundary Map is hereby approved and accepted as the City's official Annexation Master Plan as required by Section 31-12-105(1)(e) C.R.S. for the purpose of annexation. The Annexation Master Plan shall be updated at least annually.

SECTION 2.

All Annexation Master Plans and all parts thereof, heretofore adopted by the City Council for the City of Pueblo, are hereby repealed and rescinded, except insofar as to any physical development that has been approved pursuant thereto by the City or by any of its agencies, commissions, or boards.

SECTION 3.

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

SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: January 26, 2026

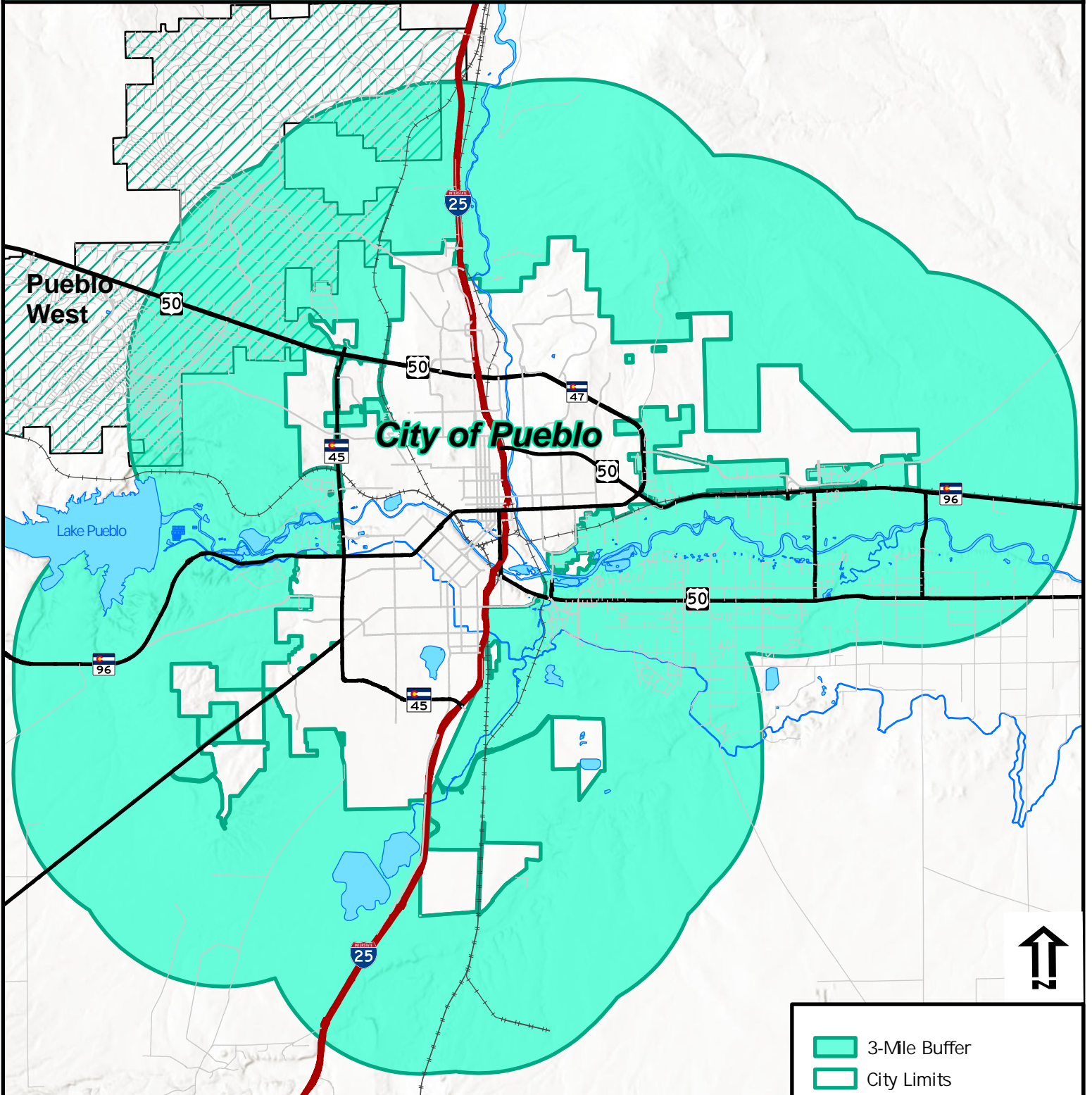
BY: Brett Boston  
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff  
PRESIDENT OF CITY COUNCIL

ATTESTED BY:   
CITY CLERK


# CITY OF PUEBLO 3-MILE ANNEXATION BOUNDARY MAP

Effective : January 1, 2026



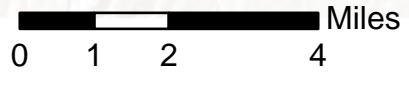
The 2026 City of Pueblo, 3-Mile Annexation Boundary Map consisting of that portion of the Pueblo Regional Development area which is generally described as the proposed location, character and extent of streets, bridges, waterways, waterfronts, parkways, playgrounds, squares, parks, aviation fields, other public ways, grounds, open spaces, public utilities, terminals for water, light, sanitation, transportation and power to be provided by the City and proposed land uses are as identified within the 2022 Pueblo Regional Comprehensive Plan, and on its attached maps, within three-miles of the current Pueblo Municipal Boundary

- 3-Mile Buffer
- City Limits
- Pueblo West Boundary



city of **PUEBLO**  
colorado

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



Mike Castellucci  
Chair

Patrick Avalos  
Vice Chair

Brett Boston  
City Council Representative



Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

James Salazar

## Planning & Zoning Commission

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### ***MINUTES OF REGULAR MEETING***

City of Pueblo, Colorado

Wednesday, December 10, 2025 – 3:30 p.m.

City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:31 with Chairman Mike Castellucci presiding.

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

**Commissioners Absent:**

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

**Staff Members Absent:** None

**Approval of the Agenda:** Bailey moved to amend the agenda, continuing items S-25-06, Z-25-20, and S-25-07 to the January 14, 2026, meeting and approve the agenda, seconded by Boston.

**Motion Passed:** 7-0.

### **Public Meeting:**

**Three Mile Annexation Plan:** Hannah Prinzi provided staff report. No one appeared in support or opposition.

**Commission Action:** Bailey motioned to recommend the Three Mile Annexation Plan to City Council, second by Spinuzzi.

**Motion Passed:** 7-0.

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



Mike Castellucci  
Chair

Patrick Avalos  
Vice Chair

Brett Boston  
City Council Representative



Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

James Salazar

## MP-25-01

December 10<sup>th</sup>, 2025

**TO:** City of Pueblo Planning and Zoning Commission  
**FROM:** Hannah Prinzi, Planner  
**THROUGH:** Beritt Odom, Director of Planning and Community Development  
**SUBJECT:** 3-Mile Plan

### **REQUEST:**

The City is requesting review and approval of the 2026 City of Pueblo Three-Mile Annexation Plan as required the Colorado Revised Statutes, §31-12-105.

### **BACKGROUND AND ANALYSIS:**

The 3-Mile Plan is required by Section 31-12-105 of the Colorado Revised Statutes (CRS). According to the CRS,

“No annexation may take place that would have the effect of extending a municipal boundary more than three miles in any direction from any point of such municipal boundary in any one year,” and “prior to completion of any annexation within the three-mile area, the municipality shall have in place a plan for that area that generally describes the proposed location, character, and extent of streets, subways, bridges, waterways, waterfronts, parkways, playgrounds, squares, parks, aviation fields, other public ways, grounds, open spaces, public utilities, and terminals for water, light, sanitation, transportation, and power to be provided by the municipality an the proposed land uses for the area. Such plan shall be updated at least once annually” (CRS, 31-12-105, (1), (e) (1)).

The City of Pueblo is requesting to update the 3-Mile Plan to identify the boundary around the current City limits in which annexations may occur in 2026. The 3-Mile Plan references the 2022 Regional Comprehensive Plan and its attached maps for information regarding infrastructure, transportation, and municipal services. The updated Three-Mile Plan fulfills the annual requirement to adopt a plan for the orderly development of the City.

### **RECOMMENDED ACTION:**

Staff recommends the Planning and Zoning Commission make the necessary findings to forward a recommendation of **APPROVAL** of the City of Pueblo Three-Mile Annexation Plan to City Council.

### **ATTACHMENTS:**

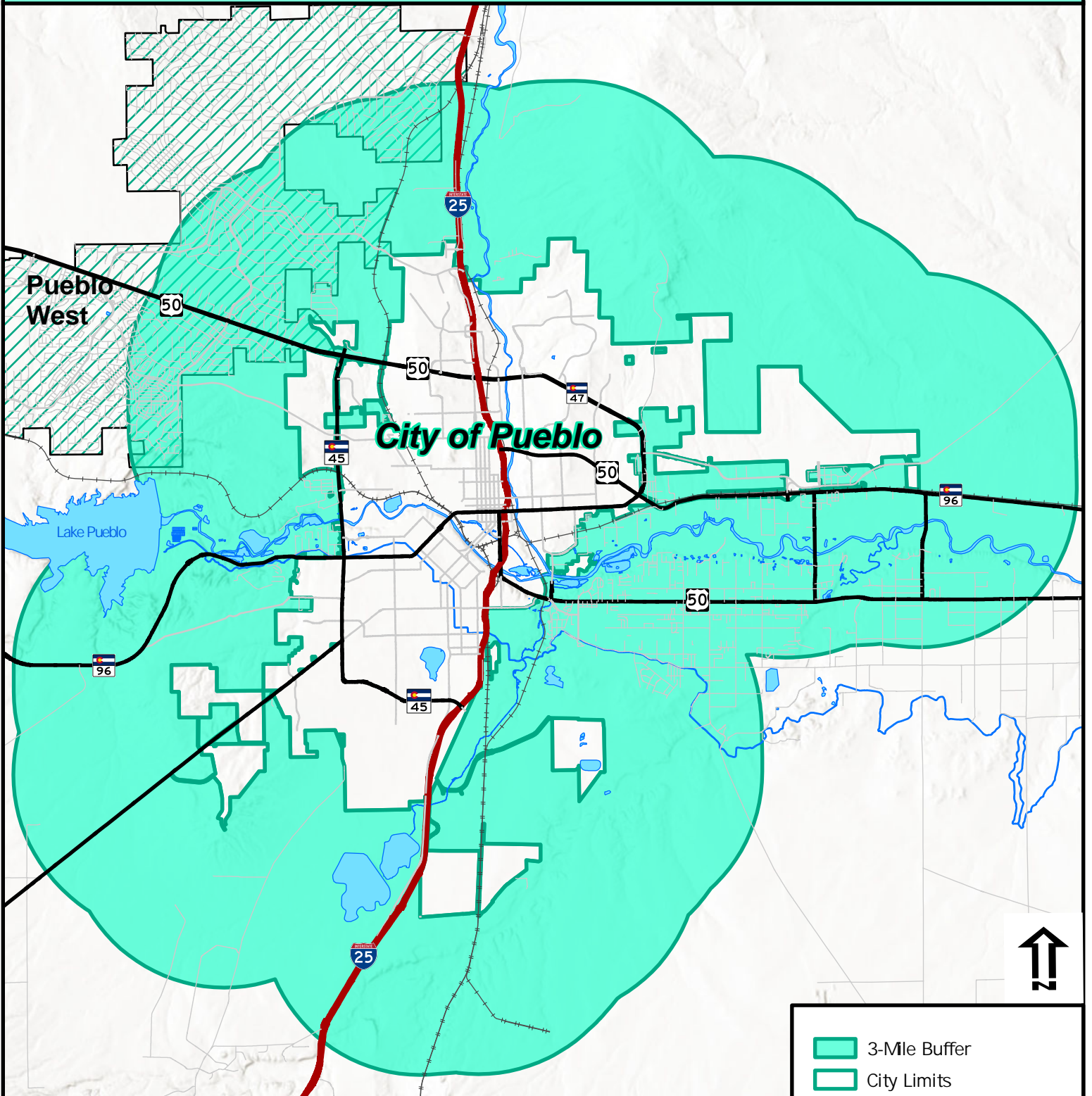
- A. City of Pueblo Three-Mile Plan

**A. City of Pueblo Three Mile Plan, January 2026**

To view the 3-Mile Plan effective January 2026, please see the following page.

# CITY OF PUEBLO 3-MILE ANNEXATION BOUNDARY MAP

Effective : January 1, 2026



The 2026 City of Pueblo, 3-Mile Annexation Boundary Map consisting of that portion of the Pueblo Regional Development area which is generally described as the proposed location, character and extent of streets, bridges, waterways, waterfronts, parkways, playgrounds, squares, parks, aviation fields, other public ways, grounds, open spaces, public utilities, terminals for water, light, sanitation, transportation and power to be provided by the City and proposed land uses are as identified within the 2022 Pueblo Regional Comprehensive Plan, and on its attached maps, within three-miles of the current Pueblo Municipal Boundary

- 3-Mile Buffer
- City Limits
- Pueblo West Boundary

**city of PUEBLO**  
colorado

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**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** January 26, 2026

**TO:** President Mark Aliff and Members of City Council

**CC:** Mayor Heather Graham

**VIA:** Marisa Stoller, City Clerk

**FROM:** Carla Sikes, City Attorney

**SUBJECT:** AN ORDINANCE APPROVING AN ANIMAL SERVICES CONTRACT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND PUEBLO COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO AND THE WITH THE HUMANE SOCIETY OF THE PIKES PEAK REGION, A COLORADO NON-PROFIT CORPORATION RELATING TO THE OPERATION OF THE PUEBLO ANIMAL SHELTER AND THE ENFORCEMENT OF LOCAL ANIMAL CONTROL ORDINANCES AND AUTHORIZING THE MAYOR TO EXECUTE SAID CONTRACT

**SUMMARY:**

Attached is an Ordinance approving an animal services contract with the Humane Society of the Pikes Peak Region (“HSPPR”).

**PREVIOUS COUNCIL ACTION:**

On July 8, 2002, by Resolution No. 9638, City Council approved a contract for animal services with the Humane Society of the Pikes Peak Region (“HSPPR”). On February 13, 2006, by Resolution No. 10648, City Council approved an extension of the contract with HSPPR. On December 10, 2012, by Resolution No. 8558, City Council approved an extension of the contract with HSPPR. On December 9, 2013, by Ordinance No. 8685, City Council approved a new contract with HSPPR for provision of animal services. On December 28, 2015, by Ordinance No. 8963, City Council approved a contract with HSPPR. On April 8, 2019, by Ordinance No. 9444, City Council approved an emergency ordinance approving a 90-day contract with HSPPR for provision of animal services. On June 24, 2019, by Ordinance No. 9492, City Council approved a new three-year contract with HSPPR for animal services. On January 23, 2023, by Ordinance No. 10381, City Council approved another three-year contract with HSPPR.

**BACKGROUND:**

This Ordinance, if passed, will approve a Contract between the City of Pueblo, Pueblo County, and HSPPR relating to the operation of the animal shelter and enforcement of animal control ordinances for a one-year term. The term shall run from January 1, 2026, through December 31, 2026.

**FINANCIAL IMPLICATIONS:**

The City has budgeted \$2,019,515 from the General Fund for this Contract which will be paid in twelve monthly installments to HSPPR.

**BOARD/COMMISSION RECOMMENDATION:**

Not applicable to this Ordinance.

**STAKEHOLDER PROCESS:**

Not applicable to this Ordinance.

**ALTERNATIVES:**

If this Ordinance is not approved, HSPPR will no longer perform animal control or shelter services for the City.

**RECOMMENDATION:**

Approve the Ordinance.

**ATTACHMENTS:**

1. HSPPR Contract

ORDINANCE NO.

AN ORDINANCE APPROVING AN ANIMAL SERVICES CONTRACT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND PUEBLO COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO AND THE WITH THE HUMANE SOCIETY OF THE PIKES PEAK REGION, A COLORADO NON-PROFIT CORPORATION RELATING TO THE OPERATION OF THE PUEBLO ANIMAL SHELTER AND THE ENFORCEMENT OF LOCAL ANIMAL CONTROL ORDINANCES AND AUTHORIZING THE MAYOR TO EXECUTE SAID CONTRACT

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

SECTION 1.

The Contract for Animal Services (“Contract”) effective January 1, 2026, between the City of Pueblo, a Colorado Municipal Corporation and Pueblo County, a political subdivision of the State of Colorado and the Humane Society of the Pikes Peak Region, a Colorado non-profit corporation having been approved as to form by the City Attorney is hereby approved. The Mayor is authorized to execute and deliver the Contract in the name of the City and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 2.

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

SECTION 3.

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

**Action by City Council:**

Introduced and initial adoption of Ordinance by City Council on \_\_\_\_\_.

Final adoption of Ordinance by City Council on \_\_\_\_\_.

\_\_\_\_\_  
President of City Council

**Action by the Mayor:**

Approved on \_\_\_\_\_.

Disapproved on \_\_\_\_\_ based on the following objections:

\_\_\_\_\_  
\_\_\_\_\_

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Mayor

**Action by City Council After Disapproval by the Mayor:**

- Council did not act to override the Mayor's veto.
- Ordinance re-adopted on a vote of \_\_\_\_\_, on \_\_\_\_\_
- Council action on \_\_\_\_\_ failed to override the Mayor's veto.

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President of City Council

ATTEST

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City Clerk

HUMANE SOCIETY OF THE PIKES PEAK REGION ANIMAL SERVICES CONTRACT

Contractor:  
Humane Society of the Pikes Peak Region 610 Abbot Lane  
Colorado Springs, CO 80905  
(719) 473-1741  
Attn: Kelley Likes, President/CEO [klikes@hsppr.org](mailto:klikes@hsppr.org)

Representative/Contact Information:

City of Pueblo: Carla Sikes, City Attorney  
1 City Hall Place  
Pueblo, CO 81003  
(719) 562-3899

[csikes@pueblo.us](mailto:csikes@pueblo.us)

County of Pueblo: Cynthia Mitchell, County Attorney  
215 W. 10<sup>th</sup> Street, Room 312  
Pueblo, CO 81003  
(719) 583-6630  
[mitchellc@co.pueblo.co.us](mailto:mitchellc@co.pueblo.co.us)

**Commencement Date: January 1, 2026**

**Expiration Date: December 31, 2026**

This Animal Services Contract ("Contract") is made and entered into effective January 1, 2026 by and between the **City of Pueblo, a** municipal corporation ("City") **and the Board of County Commissioners of Pueblo County, Colorado** ("County") (together, "Entity") and the **Humane Society of the Pikes Peak Region, a** Colorado nonprofit corporation ("Contractor"). Contractor also conducts its operations by and through its operational division known as Animal Law Enforcement Services ("ALE").

**Background and Purpose**

A. Entity desires to purchase and receive from Contractor the animal services described in the Scope of Services attached hereto as Exhibit A and incorporated by this reference.

B. Contractor is an entity qualified and able to provide the type of services required by Entity and is willing to provide such services in accordance with the terms and conditions set forth in this Contract.

NOW, THEREFORE, in consideration of the benefits and obligations under this Contract, Entity and Contractor agree as follows:

**Agreement**

1. Scope of Services. Entity agrees to retain Contractor to perform the services described in Exhibit A ("Services"). Any modification to the Services provided by Contractor must be approved by Entity and Contractor in writing and upon mutual execution, shall become part of this Contract. In

addition to the services described in Exhibit A and the other Exhibits to this Contract, Contractor agrees to provide assistance to Pueblo City and County Law Enforcement and Emergency Management Personnel in emergency situations that threaten animals in the Pueblo Community such as fires, floods and other natural disasters consistent with the Pueblo Community Animal Response Team (CART) Agreement of November, 2016.

2. Standard of Performance. In performing the Services, Contractor shall use that degree of care and skill ordinarily performed by members of the same profession in the state of Colorado. Contractor represents to Entity that Contractor is and its employees performing such Services are properly licensed and/or registered within the state of Colorado (if licensure and/or registration is required by applicable law) and that Contractor and its employees possess the skills, knowledge and abilities to competently, timely and professionally perform the Services in accordance with this Contract. More specific standards of Contractor's performance are set forth in Exhibit A

3. Compensation. Contractor shall perform the Services and Entity shall pay for the Services performed based on the rates and/or compensation schedule set forth in Exhibit B. It is understood and agreed to by the Parties that City and County may adjust the percentage of fees each owes to Contractor under this Contract as long as the total amount paid to Contractor each month by Entity remains unchanged. Entity will provide 30 days written notice to Contractor prior to any change in the percentage of fees paid under this Contract by City and County. Under no circumstances will the total amounts owed by Entity to Contractor, as set forth in Exhibit B under this Contract be changed by any adjustment to the fee split between City and County. It is understood by the Parties that fee schedules set forth in Exhibit B are subject to appropriation of funds by Entity. Payment of the Compensation shall be made in monthly installments and shall be due in advance on the tenth day of each month commencing following the execution of this Contract and continuing thereafter until through December 10 of the Term. Any cost, charge, fee or expense incurred by Contractor that is not specifically authorized under this Contract shall be deemed a non-reimbursable cost and Contractor shall be solely responsible for payment. Any modification of Compensation to be paid to Contractor must be approved by Entity and Contractor in writing and, upon mutual execution, shall become part of this Contract.

4. Term. The term of this Contract shall commence on the Commencement Date and shall terminate on the Expiration Date unless earlier terminated under the terms of this Contract, or otherwise agreed by Entity and Contractor in writing. Services to be performed under this Contract shall begin on January 1, 2026. Unless the Parties agree in writing to extend this Contract or enter into a superceding contract with Contractor, Entity will provide the following notices to Contractor:

- A. No later than 180 days prior to the scheduled expiration of this Contract, Entity will issue a Request for Proposals (RFP) soliciting bids for providing Animal Shelter and/or Animal Law Enforcement services and will provide Contractor with a copy of any such RFP.
- B. No later than 90 days prior to the scheduled expiration of this Contract, Entity will notify Contractor regarding what entity or entities were selected after evaluation of the RFP responses.

5. Independent Contractor. Contractor shall be solely responsible for payment of salaries, wages, payroll **taxes**, unemployment benefits or any other form of compensation or benefit to Contractor or any of Contractor's employees, agents, or other personnel performing the Services. It is expressly

understood and agreed that neither Contractor nor Contractor's employees, agents, servants or other personnel shall be entitled to any payroll, insurance, unemployment, worker's compensation, retirement or any other benefits whatsoever from Entity.

6. Insurance. Contractor understands and agrees that it has no right of coverage under any existing or future comprehensive, self or personal injury policies maintained by Entity. Contractor shall provide insurance coverage for and on behalf of Contractor that will sufficiently protect Contractor, Contractor's agents, employees and other personnel in connection with the Services provided by Contractor pursuant to this Contract. Contractor shall provide worker's compensation insurance coverage for all Contractor personnel. Contractor shall furnish insurance certificates to Entity upon request and shall also name Entity as an additional insured on Contractor's liability insurance policies that relate to the Services performed by Contractor under this Contract. All insurance policies maintained by Contractor under this Contract shall contain an endorsement waiving subrogation against Entity.

7. Indemnification and Hold Harmless. Contractor expressly agrees to, and shall, indemnify and hold harmless Entity and any of its officers, agents, or employees from any and all claims, damages, liability, or court awards, including costs and reasonable attorney fees that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including but not limited to, any person, firm, or entity in connection with or arising out of any act or omission by Contractor or any of its employees, agents, partners, subcontractors, consultants, or others working on behalf of Contractor in performance of the Services under this Contract. Nothing in this paragraph shall constitute an agreement by Contractor to indemnify or hold Entity harmless for any act or omission by Entity or any of its officers, agents, or employees.

8. Audit and Inspection. Contractor shall at all times during the term of this Contract maintain such books and records as shall sufficiently and properly reflect all direct costs of any nature in the performance of this Contract, and shall utilize such bookkeeping procedures and practices as will reflect these costs. Books and records shall be subject, at any reasonable time, to inspection, audit or copying by authorized Entity personnel, or such independent auditors or accountants as are designated by Entity. Contractor shall permit the Entity representative or other authorized Entity personnel, at any reasonable time during regular business hours upon advance notice, to inspect the facility and to inspect and/or copy any and all data, notes, records, documents and files of the Services Contractor is performing in connection with this Contract. Such disclosure of records at Entity's request shall not waive any rights of Contractor to claim the disclosed records are confidential or proprietary.

9. Termination.

9.1 Voluntary Termination. This Contract may be terminated by Entity or Contractor for any reason or no reason upon written notice delivered to the other party at least **ninety (90) days prior to termination**. In the event of the exercise of the right of voluntary termination as provided by this paragraph:

- A. Contractor shall continue to provide complete and full Services in connection with this Contract after receipt of or issuance of a notice of termination during the 90-day notice period, and Entity shall continue to pay compensation to Contractor for the Services performed during that period;
- B. While continuing to provide complete and full Services, Contractor shall be free to

engage in winding up and transferring activities allowing for Contractor to accomplish such needs as transferring animals to any new contracting entity, Contractor's other facilities, and/or partner shelters in Colorado and completing such activities necessary to properly wind up the business activities in Pueblo County;

- C. At termination, all finished or unfinished documents, data, studies and reports prepared by Contractor pursuant to this Contract, if any, shall be delivered by Contractor to Entity and shall become the property of Entity; and
- D. Promptly after termination, Contractor shall prepare a final accounting and final invoice of charges for all outstanding and unpaid Services performed or incurred prior to the date of termination. Such final accounting and final invoice shall be delivered to Entity within forty-five (45) days from the date of termination. Entity shall pay the final invoice, if it is reasonably documented, within thirty (30) days of receipt.

9.2 Termination for Non-Performance. Should a party to this Contract fail to materially perform in accordance with the terms and conditions of this Contract, this Contract may be terminated by the performing party if the performing party first provides written notice to the non-performing party ("Default Notice"). The Default Notice shall specify the default under the Contract, the remedy for curing the default, the date by which the default must be cured (which date shall be a reasonable time period, not less than ten (10) business days) and a notice that if such default is not cured, or no action has been taken to cure the default during the cure period, the Contract will be terminated. In the event of termination under this paragraph, Contractor shall prepare a final accounting and final invoice of charges for all performed but unpaid Services. The final accounting and final invoice shall be delivered to Entity within forty-five (45) days of the termination date, and Entity shall pay the final invoice, if it is reasonably documented, within thirty (30) days of receipt. Provided that notice of default is given in accordance with this paragraph, nothing in this paragraph shall prevent, preclude, or limit any claim or action for default or breach of contract resulting from non-performance by a party.

10.1 Dispute Resolution. If a dispute arises between the parties relating to this Contract, other than the non-payment of compensation due for Services performed by Contractor, the following procedure applies:

10.2 A party shall give written notice of the dispute to the other party. The parties shall hold a meeting attended by persons with decision-making authority regarding the dispute to attempt in good faith to negotiate a resolution. The meeting shall be held promptly, but in no event later than fifteen (15) calendar days after the initial written notice of the dispute. Such meeting shall not be deemed to reduce or eliminate the obligations and liabilities of the parties or be deemed a waiver by a party of any remedies to which such party would otherwise be entitled and all communications during such meeting shall be confidential and not admissible at any trial or judicial hearing, unless otherwise agreed to by the parties in writing.

10.3 If, within fifteen (15) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they agree to submit the dispute to non-binding mediation and to bear equally the costs of the mediation.

10.4 The parties will jointly appoint a mutually acceptable mediator. If they fail to do so within twenty (20) calendar days from the conclusion of the meeting referred to in Section 10.1 above, a mediator shall be appointed by the Judicial Arbitrator Group or, if the Judicial Arbitrator Group is

no longer in operation, by a similar private mediation company in Colorado.

10.5 The parties will schedule the mediation for a date within thirty (30) calendar days after selection of the mediator(s). The parties agree to participate in good faith in the mediation and negotiations related thereto for a period of thirty (30) calendar days after the mediation. The substantive and procedural law of the State of Colorado shall apply to the proceedings. If the parties are not successful in resolving the dispute through mediation, then the parties shall be free to litigate the matter subject to the terms of this Contract.

10. General Conditions.

11.1 Notices. Unless otherwise specifically required by a provision of this Contract, any notice required or permitted by this Contract shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail, postage prepaid, addressed to the party to whom such notice is to be given at the address set forth below or at such other address as has been previously furnished in writing to the other party. Such notice shall be deemed to have been given when deposited into the United States mail properly addressed to the intended recipient.

**If to the Entity:**

\_\_\_\_\_  
Pueblo County:  
Attn: Cynthia Mitchell  
County Attorney  
215 W. 10<sup>th</sup> St. Rm. 312  
Pueblo, CO 81003

\_\_\_\_\_  
City of Pueblo  
Attn: Carla Sikes, City Attorney 1  
City Hall Place, 3<sup>rd</sup> Floor Pueblo,  
CO 81003  
With a copy to:  
Heather Graham, Mayor  
1 City Hall Place  
Pueblo, CO 81003

**If to the Contractor:**

\_\_\_\_\_  
Humane Society of the Pikes Peak Region  
Attn: Kelley Likes, CEO  
610 Abbot Lane  
Colorado Springs, CO 80905

11.2 No Waiver of Governmental Immunity. Nothing in this Contract shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to Entity, its officials, employees, contractors, or agents, or any other person acting on behalf of Entity (including Contractor) and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.

11.3 No Waiver of Rights. A waiver by any party to this Contract of the breach of any term or provision of this Contract shall not operate or be construed as a waiver of any subsequent breach by either party. Entity's approval or acceptance of, or payment for, Services shall not be construed to operate as a waiver of any rights or benefits to be provided under this Contract. No covenant or term of this Contract shall be deemed to be waived by either party except in writing signed by both parties. Any written waiver of a right shall not be construed to be a waiver of any other right or to be

a continuing waiver unless specifically stated.

11.4 Assignment/Subcontracts. Contractor shall not assign its interest in this Contract or subcontract any of the Services to be performed under this Contract without the written consent of Entity.

11.5 Conflict of Interest. Contractor shall refrain from providing services to other persons, firms, or entities that would create a conflict of interest for Contractor with regard to providing the Services pursuant to this Contract. Contractor shall not offer or provide anything of benefit to any Entity official or employee that would place the official or employee in a position of violating the public trust as provided by C.R.S. § 24-18-109, as amended, or any Entity-adopted code of conduct or ethical principles.

11.6 Compliance with Laws. At all times during the performance of this Contract, Contractor shall strictly observe and conform to all applicable federal, state and local laws, rules, regulations and resolutions that are currently in force or may hereafter be established. Contractor shall be responsible at its own expense for obtaining and maintaining all licenses and permits necessary to perform the Services under this Contract.

11.7 Compliance with Immigration and Control Act. Contractor certifies that it has complied with the United States Immigration and Control Act of 1986. All persons employed by Contractor for performance of this agreement have completed and signed Form 1-9 verifying their identities and authorization for employment.

11.8. State-Imposed Mandates Prohibiting Illegal Aliens from Performing Work Under this Contract.

(a) At or prior to the time for execution of this Contract, the Contractor shall submit its certification that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and that the Contractor will participate in either the E-Verify Program created in Public Law 208, 104<sup>th</sup> Congress, as amended and expanded in Public law 156, 108<sup>th</sup> Congress, as amended, that is administered by the United States Department of Homeland Security or the "Department Program" established pursuant to Section 8-17.5-102(5)(c), C.R.S. that is administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Contract.

(b) Contractor shall not:

(I) Knowingly employ or contract with an illegal alien to perform work under this Contract;

(II) Enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.

(c) The following state-imposed requirements apply to this Contract:

(I) The Contractor shall have confirmed the employment eligibility of all

employees who are newly hired for employment to perform work under this Contract through participation in either the E-Verify Program or Department Program.

(II) The Contractor is prohibited from using either the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Contract is being performed.

(III) If the Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien to perform work under this Contract, the Contractor shall be required to:

A. Notify the subcontractor and Entity within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

B. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (c)(III)A. above the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if, during such three (3) days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

(IV) The Contractor is required to comply with any reasonable request by the Colorado Department of Labor and Employment (hereinafter referred to as COLE) made in the course of an investigation that COLE is undertaking pursuant to its authority under Section 8-17.5-102(5), C.R.S.

(d) Violation of this Section by the Contractor shall constitute a breach of contract and grounds for termination. In the event of such termination, the Contractor shall be liable for Entity's actual and consequential damages.

(e) Nothing in this Section shall be construed as requiring the Contractor to violate any terms of participation in the E-Verify Program.

11.9 Non-discrimination. Contractor shall not hire, discharge, transfer, promote or demote, or in any manner discriminate against any person otherwise qualified and capable because of race, color, sex, marital status, age, religion, disability or national origin. Contractor agrees to comply with applicable federal and state statutes and regulations concerning non-discrimination.

11.10 Rights of Third Parties. This Contract does not and shall not be deemed to confer on any third party the right to the performance or proceeds under this Contract, to claim any damages or to bring any legal action or other proceeding against the Entity or Contractor for any breach or other failure to perform this Contract.

11.11 Governing Law, Venue, and Enforcement. This Contract shall be governed by and interpreted according to the laws of the state of Colorado. Venue for any action arising under this Contract shall be in the appropriate court for Pueblo County, Colorado. To reduce the cost of dispute resolution and to expedite the resolution of disputes under this agreement, **the parties hereby waive any and all right either may have to request a jury trial in any civil action relating**

**primarily to the enforcement of this Contract.** The parties agree that the rule that ambiguities in a contract are to be construed against the drafting party shall not apply to the interpretation of this Contract.

11.12 Assignment and Release. All or part of the rights, duties, obligations, responsibilities, or benefits set forth in this Contract shall not be assigned by Contractor without the written consent of Entity. Any written assignment shall expressly refer to this Contract, and shall specify the particular rights, duties, obligations, responsibilities, or benefits so assigned. No assignment shall release Contractor from performance of any duty, obligation, or responsibility unless such release is clearly expressed in such written document of assignment.

11.13 Incorporation of Exhibits and Recitals: Conflict in Terms. Unless otherwise stated in this Contract, all exhibits, or documents referenced in this Contract and the recitals set forth above shall be incorporated into this Contract for all purposes. In the event of a conflict between any exhibit and this Contract, the provisions of this Contract shall control.

11.14 Severability. Invalidation of any of the provisions of this Contract or the application thereof in any given circumstances shall not affect the validity of any other provision of this Contract.

11.15 Binding Effect. This Contract shall be binding upon the successors, heirs, legal representatives, and authorized assigns of Entity and Contractor.

11.16 Article X Section 20/TABOR. The parties understand and acknowledge that Entity is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The parties do not intend to violate the terms and requirements of TABOR by the execution of this Contract. It is understood and agreed that this Contract does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Contract to the contrary, all payment obligations of Entity are expressly dependent and conditioned upon the continuing availability of funds beyond the term of Entity's current fiscal period ending upon the next succeeding December 31. Financial obligations of Entity payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Entity, and other applicable law. Upon the failure to appropriate such funds, this Contract shall be terminated.

11.17 Contractor's Records Not Subject to Colorado Open Record's Act. Unless specifically identified as public records in the Scope of Services attached hereto as Exhibit A, all records of Contractor related to, prepared by, or maintained in connection with the provisions of **services** under this Contract are the property of Contractor, shall be deemed confidential and proprietary, and shall not be deemed public records as defined in the Colorado Open Records Act ("**CORA**").

Contractor will respond to public requests for records in accordance with Contractor's written policy concerning such disclosure. Any work product, materials, and documents produced or maintained by Contractor pursuant to this Contract shall remain the property of Contractor and retained in accordance with Contractor's written records retention policy.

11.18 Additional Terms and Conditions. Additional provisions set forth in Exhibits A, B, and C attached hereto are made a part of this Contract.

11.19 Entire Agreement. This Contract represents the entire and integrated agreement

between Entity and Contractor and supersedes all prior negotiations, representations, *or* agreements, either written or oral. Any amendments to this Contract must be in writing and be signed by both Entity and Contractor. The individuals executing this Contract represent they are expressly authorized to enter into this Contract on behalf of the Entity and Contractor and to bind their respective entities.

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE EXECUTED THIS CONTRACT ON BEHALF OF ENTITY AND CONTRACTOR:

EXHIBIT A SCOPE OF SERVICES

**Sheltering Scope of Services**

1. The Humane Society of the Pikes Peak Region shall be the designated shelter operator for the City of Pueblo and Pueblo County. HSPPR shall accept animals from the Animal Law Enforcement related activities 24 hours per day 7 days per week. The shelter shall accept stray and owned domestic animals from the general public during business hours determined by HSPPR.
2. Animals shall be provided humane treatment and veterinary care during their stay at HSPPR.
3. Animals impounded by Animal Law Enforcement or accepted from a citizen as a stray animal (except for feral cats and community cats) shall be held as required by City Ordinance, County Code or State Statute (for example bite cases, dangerous animal, or animal cruelty).
4. HSPPR will provide service to reunite lost pets with their family in accordance with the City and County codes.
5. Animals that become the property of HSPPR will be assigned a disposition in accordance with the policies and procedures of HSPPR. The policies and procedures of HSPPR will be provided to Entity upon request.
6. HSPPR will operate in compliance with the local, state and federal laws pertaining to operating an animal shelter.
7. HSPPR will provide janitorial and interior cleaning services for the shelter. Pueblo County will provide maintenance and routine repairs of the building and grounds costing less than \$1000 in labor and materials per incident, including without limitation HVAC and other building systems, landscaping, roof, parking lot and snow removal.
8. Entity (City and County) will be responsible jointly, on a 50/50 payment basis, for non-routine repairs (those costing \$1000 or more in labor and materials) including renovations of the building such as replacement of walls and other structural features of the facility and of HVAC and other building systems. Requests for such non-routine repairs of the Animal Shelter facilities must be approved by both City and County prior to the time work on such projects starts.
9. HSPPR will provide statistical reporting to Entity on a quarterly basis. HSPPR will conduct quarterly meetings with City and County Elected Officials and/or staff and will be available to meet with the City Mayor and

City Council, and the Board of County Commissioners at least two times per year.

10. Any veterinarian fees or restitution collected by HSPPR related to services performed under the terms of this Contract remain the revenue of HSPPR.

11. All licensing fees collected by HSPPR during the Contract Term will be credited or paid to the respective Entity on or before December 31 of each Contract Term year.

12. Hours for the shelter will be as follows: Receiving:

8:30-5:00 Mon-Fri

8:30-5:00 Sat-Sun

Adoptions and Reclaims:

12:00-5:00 Mon-Fri

12:00-5:00 Sat-Sun

HSPPR shall provide reasonable adoption services at the Pueblo Animal Shelter and adoption fees will be set and retained by HSPPR. **Animals will be spayed or neutered before they are adopted per PACFA rule 8 CCR 1202-15 Part 25.4**

**Animal Law Enforcement Scope of Services**

1. The Animal Law Enforcement Department service provider shall, during established regular business hours, enforce City Code, County Resolutions and State Statutes related to domestic animals within the entire area of the City of Pueblo and Pueblo County excluding Military Installations, Universities and Colleges, and State and County Parks. Animal Law Enforcement Officers employed by Animal Law Enforcement will be given Special Police Powers as defined in the City Code and County Resolution through appointment as prescribed by each entity.

**ALE Officer Hours**

April through October: 8:00 am to 9:00 pm November through March: 8:00 am to 6:00 pm Sundays throughout the year: 8:00 am to 5:00 pm

City / County Recognized Holidays Emergency On-Call Services Only

2. Animal Law Enforcement Officers shall respond to Emergency (Priority 1) calls for service outside of regular business hours. Emergency (Priority 1) calls outside of regular business hours shall be received and dispatched to Animal Law Enforcement by the Pueblo Police Department Communication Center in accordance with established policies and procedures.

**Emergency (Priority 1) Calls for Service**

3. Animal Law Enforcement shall provide assistance to Law Enforcement as may be reasonably requested by the Pueblo Police Department or Pueblo County Sheriff Office 24 hours per day 7 days per week, at no additional cost to the City or County, when domestic animals are present and responding Law Enforcement Agency is requesting removal of those animals. The Pueblo Police Department and Pueblo County Sheriff Office shall reciprocate requests by Animal Law Enforcement where Law Enforcement assistance is required to execute the duties contained herein. Animal Law Enforcement Officers will testify in court regarding summons issued at no additional cost to the City or County.

4. Animal Law Enforcement and HSPPR shall fulfill all of their obligations under state law and local code and ordinances regarding cases potentially involving rabies and in executing appropriate quarantines in cases of possible domestic animal exposure to rabies.

5. Animal Law Enforcement and HSPPR shall provide all necessary equipment for the performance of Animal Law Enforcement Services under this Contract. Such equipment shall include but is not limited to caging, computers, vehicles, swab units, personal protective equipment, capture and handling devices, and other necessary materials needed to protect officer safety and the welfare of animals, except that the City or County shall provide assistance in procuring communication equipment (800 MHz or equivalent radios and dedicated frequency) and upgrades to that equipment when necessary.

6. Animal Law Enforcement shall operate a Communications Center during approved regular business hours. The Communications Center will answer telephone calls from the general public, City and County Staff, or other agencies related to Animal Law Enforcement Services and dispatch Officers to matters related to enforcement of City Code, County Resolution, and State Statutes involving domesticated animals. After hour calls will be screened and dispatched through Pueblo City/County dispatch center.

7. Animal Law Enforcement shall license animals in accordance with City Code and County Resolutions. Appropriate records shall be maintained on licensed animals. All funds collected for the licensing of animals shall be credited and/or paid to the respective Entity..

8. Contractor shall work collaboratively with the City's and County's representatives to facilitate Animal Law Enforcement and animal sheltering needs.

**Commented [Au1]:** I believe this requirement should remain.

9. Contractor shall provide humane treatment of all animals while in the care of HSPPR and provide first aid services as required, including emergency veterinary care at the expense of HSPPR.

10. Contractor shall provide humane euthanasia services for animals as required in the performance of duties in a manner that conforms to statutes and regulations of the State of Colorado and provide disposition of domestic animal carcasses as required by law.

11. ALE will not respond to nuisance or dangerous wildlife calls, deceased wild animals or pick up owned, nuisance, or at large domestic felines. In addition, ALE will not remove and dispose of deceased domestic dogs and cats reported on Entity's streets, roads and public rights-of-way.

**EXHIBIT B  
COMPENSATION SCHEDULE**

Subject to appropriation of funds by the Pueblo County Board of County Commissioners and the Pueblo City Council for their respective fee obligations, Entity agrees to pay Contractor for the complete and satisfactory performance of Services under this Agreement in the following amount and per the payment schedule listed below. As noted in paragraph 3 (Compensation) of this Contract, Entity may mutually agree to adjust their respective share of the fees paid to Contractor as long as the total fees paid to Contractor by Entity remains unchanged.

Fee Schedule:

| Year | City        | County      | Total       |
|------|-------------|-------------|-------------|
| 2026 | \$2,019,515 | \$1,472,822 | \$3,492,337 |

Monthly Payments:

| Year | City         | County       | Total        |
|------|--------------|--------------|--------------|
| 2026 | \$168,292.92 | \$122,735.17 | \$291,028.09 |

EXHIBIT C  
ADDITIONAL TERMS AND CONDITIONS

**Agreement between HSPPR and City of Pueblo and Pueblo County (together, the "Entity")**

1. At all times during this Contract a HSPPR Pueblo Animal Shelter Community Liaison and Compliance Committee shall exist and meet no less frequently than six (6) times per year. The Animal Shelter Community Liaison and Compliance Committee shall receive briefings regarding the operations of the Animal Shelter and Animal Law Enforcement (ALE) operations, including updates on any State inspections or reports, statistics on animal law enforcement and sheltering, and any known ongoing or potential future community issues that involve or affect the Animal Shelter or ALE. The Community Liaison and Compliance Committee shall provide advice and counsel regarding the Animal Shelter and ALE.
2. HSPPR shall appoint up to 4 members of the Community Liaison and Compliance Committee. City and County may each provide one (1) representative for the Community Liaison and Compliance Committee. The City representative shall be appointed by the Mayor's Office and the County Representative shall be appointed by the Board of County Commissioners. The City and County representatives shall act as a liaison between their respective governments and Animal Shelter/ALE management. In addition, one representative each may be provided by:
  - a. Pueblo County Sheriff's Office
  - b. Pueblo City Police Department
  - c. Pueblo Department of Health and Environment
  - d. Colorado State University Extension
3. City or County may audit HSPPR financials within a mutually agreed upon time frame and at their own expense. HSPPR will provide Entity with supplemental statements in audited financial statements.
4. HSPPR will notify Entity of any Pet Animal Care and Facilities Act ("PACFA") inspections within 48 hours of such inspections occurring. HSPPR will provide Entity with copies of any PACFA reports HSPPR receives related to the services provided under this Contract within three (3) business days of receipt by HSPPR of such reports.
5. HSPPR may hire staff and provide benefit packages at its discretion using its own funding.

6. City and County Public Information Officers will work with HSPPR to create a common media strategy regarding the Animal Shelter and to respond rapidly to any misinformation, accusations, or public concerns regarding the Animal Shelter.
7. HSPPR will pay all utilities at the Pueblo Animal Shelter facility during the term of this Contract.
8. Pueblo County will provide, at its own cost, snow removal at the Pueblo Animal Shelter facility when there is 2 inches of snow or more on sidewalks and parking area.
9. Pueblo County will provide at its own cost at the Pueblo Animal Shelter facility all lawn and grounds maintenance, mowing one time per week, provide appropriate fertilizer and weed treatments three times a year, and service and winterize the sprinkler system and provide off-lawn weed and bush care.
10. Pueblo County will provide routine HVAC services at its own cost for the Pueblo Animal Shelter facility, including tests, inspections, filter changes, and preventative service.
11. Pueblo County will provide at its own cost all other required routine building and parking lot maintenance and routine repairs needed for the Pueblo Animal Shelter facility.
12. HSPPR may use funding from grants, donations from Pueblo City and/or County residents, and other non-governmental funding sources to supplement the work for the Pueblo community that HSPPR is required to perform under this Contract. Such additional funding shall not be used by Entity to offset the compensation owed to HSPPR by Entity as set forth herein.
13. HSPPR owns certain equipment and personal property currently located at the Pueblo animal shelter that was funded by donations, grants, and compensation paid by Entity to HSPPR and not directly funded by Entity ("HSPPR Property"). HSPPR Property is identified on the attached Schedule 1, as may be amended from time to time. In the event of termination of the Contract, HSPPR shall be allowed to retain and remove all HSPPR Property from the Animal Shelter facility.
14. HSPPR shall document the source of funds used for all equipment and other purchases made for the performance of services under this Contract. HSPPR shall retain, and provide receipts or other documentation to Entity showing the source of funds for each purchase and identify the ownership of the purchased property (Entity or HSPPR). HSPPR shall provide written reports of its purchases to Entity on no less than an annual basis.

**Commented [Au2]:** If they are going to retain separate property, I believe this provision should remain. We also need the current list of separate equipment/property.



**Background Paper for Proposed Resolution**

**COUNCIL MEETING DATE:** January 26, 2026

**TO:** President Mark Aliff and Members of City Council

**CC:** Mayor Heather Graham

**VIA:** Marisa Stoller, City Clerk

**FROM:** Brett Boston, Councilor

**SUBJECT:** A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2026 GENERAL FUND BUDGET TO MARIPOSA CENTER FOR SAFETY IN THE AMOUNT OF \$800 TO SPONSOR THE 2026 ODE TO CHOCOLATE INDULGENCE FROM 4:00 PM AT 801 N. SANTA FE AVE. ON MARCH 13, 2026

**SUMMARY:**

Attached for consideration is a request for support of Mariposa Center for Safety in the amount of \$800 to sponsor the 2026 Ode to Chocolate Indulgence at 4:00 PM at 801 N. Santa Fe Ave. on March 13, 2026.

**PREVIOUS COUNCIL ACTION:**

Council supported their Annual Tribute to Women in previous years but this is the first request for this event.

**BACKGROUND:**

City Council Member Brett Boston is requesting \$800 to sponsor Mariposa Center for Safety 2026 Ode to Chocolate Indulgence. The Ode to Chocolate Indulgence will take place on March 13, 2026 4:00 PM at 801 N. Santa Fe Ave.

Mariposa Center for Safety's mission is to empower survivors of domestic violence, family abuse, sexual assault, and human trafficking through increasing self-sufficiency and self-worth, education, prevention, victim advocacy, and by offering emergency services, provisions, and shelter.

Attendees of this event will enjoy a Happy Hour featuring a variety of drinks, appetizers, and of course, an assortment of chocolate treats! They will also vote on their favorite treats and drinks, bid on chocolate items, and learn about the work Mariposa Center for Safety is doing to support those experiencing domestic violence and our community. Funds raised will be used to continue their programs: 24/7 crisis hotline, emergency

shelter for those fleeing domestic violence, Teresa's Place Child Safety Exchange, and Community Outreach/Education. This sponsorship tier includes 10 tickets to the event.

**FINANCIAL IMPLICATIONS:**

Payment of funds in the amount of \$800 would be paid from the Council Contingencies Account in the 2026 General Fund Budget to Mariposa Center for Safety.

**BOARD/COMMISSION RECOMMENDATION:**

Not applicable.

**STAKEHOLDER PROCESS:**

Not applicable.

**ALTERNATIVES:**

City Council could choose not to authorize funding for this purpose.

**RECOMMENDATION:**

This Resolution is at the request of Council Member Brett Boston.

**ATTACHMENTS:**

1. Sponsorship Request Packet - Mariposa Center for Safety - 2nd Annual Ode to Chocolate Indulgence
2. SOS - Mariposa Center for Safety - 1.15.26
3. 2026 Contingencies (Council) Mariposa Center for Safety - 2nd Annual Ode to Chocolate Indulgence

RESOLUTION NO. 16238

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2026 GENERAL FUND BUDGET TO MARIPOSA CENTER FOR SAFETY IN THE AMOUNT OF \$800 TO SPONSOR THE 2026 ODE TO CHOCOLATE INDULGENCE FROM 4:00 PM AT 801 N. SANTA FE AVE. ON MARCH 13, 2026

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of \$800 from the Council Contingencies Account in the 2026 General Fund Budget is authorized to be paid to Mariposa Center for Safety to sponsor the 2026 Ode to Chocolate Indulgence from 4:00 PM at 801 N. Santa Fe Ave. on March 13, 2026.

SECTION 2.

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

SECTION 3.

This Resolution shall become effective upon passage and approval.

INTRODUCED: January 26, 2026

BY: Brett Boston  
MEMBER OF CITY COUNCIL

APPROVED: Mark Cliff  
PRESIDENT OF CITY COUNCIL

ATTESTED BY:   
CITY CLERK

# Sponsorship Request

12/16/2025 12:05 PM (MST)



## Sponsorship Request

**\*\*Please submit requests at least one month in advance to allow for adequate processing time**

|   |  |
|---|--|
| Requestor Name  | Sandy Morrison   |
| Date  | 12/16/2025   |
| Requestor Phone   | [REDACTED]   |
| Requestor Email   | [REDACTED]   |
| Business/Organization Name                                | Mariposa Center for Safety   |
| Organization Website                                      | <a href="https://mariposacenterforsafety.org/">https://mariposacenterforsafety.org/</a>  |
| Please share your business or organizations mission/goals | OUR MISSION: To empower survivors of domestic violence, family abuse, sexual assault, and human trafficking through increasing self-sufficiency and self-worth, education, prevention, victim advocacy, and by offering emergency services, provisions, and shelter.   |
| Sponsorship request for                                   | Event  |
| Requested Amount  | \$1000   |
| Describe how contribution will be used                    | Contributions are used to continue our programs: 24/7 crisis hotline, emergency shelter for those fleeing domestic violence, Teresa's Place Child Safety Exchange, and Community Outreach/Education  |
| Event Title   | 2nd Annual Ode to Chocolate Indulgence   |
| Event Date  | 03/13/2026   |
| Event Time  | 4:00 PM (MST)  |
| Event Location  | 801 N Santa Fe Ave, Pueblo, CO 81003   |
| Admission to this event is                                | Paid   |
| IF PAID IS SELECTED Cost of Admission                     | \$25   |
| Event Description:  | The Ode to Chocolate Indulgence brings back a smaller version of the beloved Chocolate Indulgence. Enjoy a Happy Hour featuring a variety of drinks, appetizers, and of course an assortment of chocolate treats! Vote on your favorite treats and drinks, bid on chocolate items, and learn about the work we do to support those experiencing domestic violence and our community. Your support of |

this event will give you a chance to meet other community-minded people and those who support the awareness and prevention of domestic violence.

Does your organization hold multiple events per year?

Yes

If yes, please list the event titles and a short description.

Mother's Day Online Auction - auction is open for a few days prior to Mother's Day giving the community to bid on items for Mom while supporting the only DV shelter and Safe Exchange for kids in Pueblo. Proceeds are used to continue our programs: 24/7 crisis hotline, emergency shelter for those fleeing domestic violence, Teresa's Place Child Safety Exchange, and Community Outreach/Education  
25th Annual Tribute to Women - The annual Tribute to Women recognizes exceptional women in our community who promote hope and have contributed their time, efforts, and commitment to the betterment of our community. Honorees are nominated in one of four categories:  
Young Leader (16-21), Professional Achievement, Community Service and Triumph Over Adversity. Proceeds are used to continue our programs: 24/7 crisis hotline, emergency shelter for those fleeing domestic violence, Teresa's Place Child Safety Exchange, and Community Outreach/Education

Sponsorship Benefits

• Logo recognition in event marketing material • Website & social media recognition • 15 tickets to the event

Company/Organization Classification

• Non-Profit

Is your organization currently in good standing with the Secretary of State?

Yes

Have you applied for CSAC funding?

Yes

What other organizations or entities are you requesting funding from?

Pueblo County, Black Hills Energy, CHFA, El Pomar, Three Corners Connector, T-Fiber, Benefit Brokers

What population(s) does your organization primarily serve? (multi select)

• Families

How many individuals did your organization serve last year?

800+

Please upload supporting documents such as sponsorship request letter, event flyer etc.



2026 Ode to Chocolate Indulgence - Sponsorship.pdf

## Payment Details

Make check payable to

Mariposa Center for Safety

Address

801 N Santa Fe Ave, Pueblo, CO 81003

Phone Number

719-766-9394

Please note: If the payee listed above is not an established vendor with the City of Pueblo, the City of Pueblo vendor application (found below) must be completed before payment can be processed. If payee is an active vendor with the City of Pueblo, we will confirm the information listed above. If the information does not match our records, it must be updated using the City of Pueblo vendor application (found below) before payment can be processed. Completed vendor forms may be submitted directly to [vendorinfo@pueblo.us](mailto:vendorinfo@pueblo.us).

Download the [Vendor Application](#)

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**MARIPOSA**  
CENTER FOR SAFETY

# Ode to Chocolate Indulgence

Friday, March 13 | 4-7pm

at Mariposa Center for Safety

801 N. Santa Fe Ave.

The Ode to Chocolate Indulgence brings back a smaller version of the beloved Chocolate Indulgence. Enjoy a Happy Hour featuring a variety of drinks, appetizers, and of course an assortment of chocolate treats! Vote on your favorite treats and drinks, bid on chocolate items, and learn about the work we do to support those experiencing domestic violence and our community. Your support of this event will give you a chance to meet other community-minded people and those who support the awareness and prevention of domestic violence.

## SPONSORSHIP OPPORTUNITIES

|  |   |
|--|---|
| <p><b>\$3,000</b></p> <p><b>Presenting Sponsor</b></p> <p>Only 1 Available</p> | <ul style="list-style-type: none"> <li>▶ Logo recognition in all event marketing material – “Ode to Chocolate Indulgence presented by YOUR COMPANY”</li> <li>▶ Website &amp; social media recognition</li> <li>▶ Recognition in annual report</li> <li>▶ 25 tickets to the event</li> </ul> |
|--|---|

|   |  |
|---|--|
| <p><b>\$1,500</b></p> <p><b>Truffle Sponsor</b></p> | <ul style="list-style-type: none"> <li>▶ Logo recognition in event marketing materials</li> <li>▶ Website &amp; social media recognition</li> <li>▶ Recognition in annual report</li> <li>▶ 20 tickets to the event</li> </ul> |
|---|--|

|   |   |
|---|---|
| <p><b>\$1,000</b></p> <p><b>Bon Bon Sponsor</b></p> | <ul style="list-style-type: none"> <li>▶ Logo recognition in event marketing material</li> <li>▶ Website &amp; social media recognition</li> <li>▶ 15 tickets to the event</li> </ul> |
|---|---|

|   |   |
|---|---|
| <p><b>\$500</b></p> <p><b>Brownie Sponsor</b></p> | <ul style="list-style-type: none"> <li>▶ Name recognition in event marketing material</li> <li>▶ Website &amp; social media recognition</li> <li>▶ 10 tickets to the event</li> </ul> |
|---|---|



**MARIPOSA**  
CENTER FOR SAFETY

# Ode to Chocolate Indulgence

## Thank You for Sponsoring

Name: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Presenting  
\$3,000

Truffle  
\$1,500

Bon Bon  
\$1,000

Brownie  
\$500

Individual  
\$25

Invoice me

Payment Enclosed

Credit Card number: \_\_\_\_\_

Exp: \_\_\_\_/\_\_\_\_

Security Code: \_\_\_\_\_

Send your completed form to: 801 N. Santa Fe Ave., Pueblo, CO 81003 or  
email: [sandym@mariposacs.org](mailto:sandym@mariposacs.org)

Logo must be submitted no later than Feb. 1, 2025 for inclusion in  
marketing materials. PNG, JPEG or Vector accepted.

For more information please contact Sandy - 719-766-9394 or  
[sandym@mariposacs.org](mailto:sandym@mariposacs.org)

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF FACT OF GOOD STANDING**

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Mariposa Center for Safety

is a

Nonprofit Corporation

formed or registered on 05/25/1916 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19871062795 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 01/12/2026 that have been posted, and by documents delivered to this office electronically through 01/15/2026 @ 09:08:07 .

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 01/15/2026 @ 09:08:07 in accordance with applicable law. This certificate is assigned Confirmation Number 18084114 .



A handwritten signature in blue ink that reads "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."*





**Background Paper for Proposed Resolution**

**COUNCIL MEETING DATE:** January 26, 2026

**TO:** President Mark Aliff and Members of City Council

**CC:** Mayor Heather Graham

**VIA:** Marisa Stoller, City Clerk

**FROM:** Brett Boston, Councilor  
Selena Ruiz-Gomez, Councilor

**SUBJECT:** A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2026 GENERAL FUND BUDGET TO LATINO CHAMBER OF COMMERCE IN THE AMOUNT OF \$1,000 TO SPONSOR THE 47TH ANNUAL DINNER DANCE CELEBRATION FROM 5:00 PM AT THE PUEBLO CONVENTION CENTER ON FEBRUARY 28TH, 2026

**SUMMARY:**

Attached for consideration is a request for support of the Latino Chamber of Commerce in the amount of \$1,000 to sponsor the 47th Annual Dinner Dance Celebration from 5:00 PM at The Pueblo Convention Center on February 28th, 2026.

**PREVIOUS COUNCIL ACTION:**

Council supported this event in 2024 and 2025 for \$1,100. City Council also contributed to this event in 2005, 2008, 2015, 2018, 2019, 2020, 2022, and 2023.

**BACKGROUND:**

City Council Members Brett Boston and Selena Ruiz-Gomez are requesting \$1,000 to sponsor the Latino Chamber of Commerce's 47th Annual Dinner Dance Celebration. The event will take place on February 28th, 2026, 5:00 PM at The Pueblo Convention Center.

This celebration recognizes outstanding community leaders, business organizations, and individuals, while providing a unique and elegant experience highlighting the Latino culture. Cocktail hour will begin at 5:00pm and dinner along with the program will begin at 6:00pm. The silent auction will run throughout the event and end at 8:00pm, while the dance will begin at 8:00pm. The 47th Annual Dinner Dance Celebration will include a night of networking, dancing, celebration, a mariachi performance, giveaways, and a silent auction. Attendees will enjoy appetizers, sangria cocktails, as well as dinner. This

sponsorship tier includes 6 seats at the event.

Sponsorship funds will be used to pay for event expenses such as the event programs, mail invitations, decorations, and local entertainment.

**FINANCIAL IMPLICATIONS:**

Payment of funds in the amount of \$1,000 would be paid from the Council Contingencies Account in the 2026 General Fund Budget to Latino Chamber of Commerce.

**BOARD/COMMISSION RECOMMENDATION:**

Not applicable.

**STAKEHOLDER PROCESS:**

Not applicable.

**ALTERNATIVES:**

City Council could choose not to authorize funding for this purpose.

**RECOMMENDATION:**

This Resolution is at the request of Council Members Brett Boston and Selena Ruiz-Gomez.

**ATTACHMENTS:**

1. Sponsorship Request Packet - Latino Chamber of Commerce - 2026 47th Annual Dinner Dance Celebration
2. SOS - Latino Chamber of Commerce - 1.15.26
3. 2026 Contingencies (Council) Latino Chamber Dinner Dance Celebration

RESOLUTION NO. 16239

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2026 GENERAL FUND BUDGET TO LATINO CHAMBER OF COMMERCE IN THE AMOUNT OF \$1,000 TO SPONSOR THE 47TH ANNUAL DINNER DANCE CELEBRATION FROM 5:00 PM AT THE PUEBLO CONVENTION CENTER ON FEBRUARY 28TH, 2026

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of \$1,000 from the Council Contingencies Account in the 2026 General Fund Budget is authorized to be paid to Latino Chamber of Commerce to sponsor the 47th Annual Dinner Dance Celebration from 5:00 PM at The Pueblo Convention Center on February 28th, 2026.

SECTION 2.

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


SECTION 3.

This Resolution shall become effective upon passage and approval.

INTRODUCED: January 26, 2026

BY: Roger Gomez  
MEMBER OF CITY COUNCIL

APPROVED: Mark Duff  
PRESIDENT OF CITY COUNCIL

ATTESTED BY:   
CITY CLERK

# Sponsorship Request

09/02/2025 10:48 AM (MDT)



## Sponsorship Request

**\*\*Please submit requests at least one month in advance to allow for adequate processing time**

|   |   |
|---|---|
| Requestor Name  | Noah Commerford   |
| Date  | 09/02/2005  |
| Requestor Phone   | [REDACTED]  |
| Requestor Email   | [REDACTED]  |
| Business/Organization Name                                | Latino Chamber of Commerce of Pueblo  |
| Organization Website                                      | <a href="https://www.pueblolatinochamber.com/">https://www.pueblolatinochamber.com/</a>   |
| Please share your business or organizations mission/goals | <p>Our Mission:<br/>Serve as a catalyst for diverse economic success by empowering innovation, collaboration, and sustainable growth throughout the region, with an emphasis on the Latino community.</p> <p>Our Vision:<br/>To be a dynamic business resource organization dedicated to promoting opportunity, fostering cultural diversity, and enhancing prosperity.</p> |
| Sponsorship request for                                   | Event   |
| Requested Amount  | \$2,000.00  |
| Describe how contribution will be used                    | The sponsorship contribution will be used to pay for event expenses such as the event programs, mail invitations, decorations, and local entertainment we will have throughout the night. We would also ask Mayor Graham to be in attendance as well as make some welcome remarks at the start of the event.  |
| Event Title   | 47th Annual Dinner Dance Celebration  |
| Event Date  | 02/28/2026  |
| Event Time  | 5:00 PM (MDT)   |
| Event Location  | Pueblo Convention Center  |
| Admission to this event is                                | Paid  |
| IF PAID IS SELECTED Cost of Admission                     | \$110.00 Per Ticket   |

**Event Description:**

The Latino Chamber of Commerce is excited to host our 47th Annual Dinner Dance Celebration, and celebrate the past 47 years right here in our beautiful city! The evening celebration recognizes outstanding community leaders, business organizations, and individuals, while providing a unique and elegant experience highlighting the Latino culture.

Cocktail hour will begin at 5:00pm and dinner along with the program will begin at 6:00pm. The silent auction will run throughout the event and end at 8:00pm, while the dance will begin at 8:00pm. The 47th Annual Dinner Dance Celebration will include a night of networking, dancing, celebration, a mariachi performance, giveaways, and a silent auction. Through your event ticket you will receive complimentary appetizers, sangria cocktails, as well as a dinner meal.

The following seven awards will be voted on by membership before the event then awarded during the program with those being:

- ★ Victor Navarro Outstanding Board Member of the Year
- ★ Gil Sanchez Outstanding Professional of the Year
- ★ Lorraine K. Salas Outstanding Community Partner of the Year
- ★ Outstanding Corporate Member of the Year
- ★ Gil Padilla Outstanding Ambassador of the Year
- ★ Outstanding Non-Profit Member of the Year
- ★ Joseph P. Roybal Outstanding Small Business of the Year

During the program, a special announcement will be made highlighting the theme and date for our 48th Annual Dinner Dance Celebration so stay tuned.

**Does your organization hold multiple events per year?**

Yes

**If yes, please list the event titles and a short description.**

-After Hours Professional Mixers - held the first Thursday of every other month from 5:00pm to 7:00pm at various Latino Chamber member locations, participants can share in good conversation, company, food and drinks, and business card exchange.

-Annual Signature Events - throughout the year, we host several signature fundraising events that allow members to network with other members, stay up to date with the Latino Chamber, celebrate different achievements, and have fun.

- 40 Under 40 Emerging Leaders Awards
- Día De Los Muertos Celebration
- Dinner Dance Celebration
- Festival of Trees
- Mexican Independence Day Potluck Fiesta
- Richard Reyes Golf Tournament
- Strikes for Success Bowling Tournament

-Latino Supremo Coffee Breaks - held the first Wednesday of each month from 8:00am to 9:15am at various Latino Chamber member locations, participants have the opportunity to share a cup of Latino Supremo coffee, the Latino Chamber's private label coffee, with fellow Chamber members as well as tour the hosting business location.

-Membership Luncheons & Breakfasts - Membership Luncheons are held quarterly (March, June, September, & November) on the last Friday of the respective month from 11:30am - 1:00pm. Membership Breakfasts have been intermittently held throughout the years from 8:00am - 9:30am. Membership Luncheons provide a terrific opportunity for guests to network with business leaders as well as elected officials, recognize new Latino Chamber members, enjoy a delicious lunch, and hear an informative presentation from our sponsor.

-Ribbon Cuttings - members showcase their business with a ribbon cutting to celebrate a special occasion such as a grand opening, business anniversary, new location, building remodel or expansion, new ownership, or a new program/service. You name it, we will help celebrate it.

-Workshops - we host a minimum of ten educational workshops per year on a

wide range of topics including digital marketing, HR laws, leadership, economic data, and entrepreneurship. Most of our workshops are hosted at our office that include an in person and virtual option. Our workshops, webinars, and seminars are recorded and then uploaded to our YouTube channel. Here is a list of workshop series we have hosted in previous years:  
 Brown Bag Seminars  
 Get to Know Your Community Resource Workshops  
 Lunch & Learns

**Sponsorship Benefits** • 8 Reserved seats for the event • Half-page advertisement in the event program (provided by sponsor) • Media recognition on all Annual Dinner Celebration advertising as a Bronze Sponsor • Sponsor name/logo featured in the presentation & on table signs

**Company/Organization Classification** • Non-Profit

**Is your organization currently in good standing with the Secretary of State?** Yes

**Have you applied for CSAC funding?** Yes

**What other organizations or entities are you requesting funding from?** We are requesting funding and event support from our Latino Chamber business members, partners, and non-members within Southern Colorado.


**What population(s) does your organization primarily serve? (multi select)**

- Disadvantaged – low income
- Other

**If other selected, please explain**

Small Businesses  
 Latino Owned Businesses  
 Corporate Businesses  
 Educational Partners  
 Students

**How many individuals did your organization serve last year?** 570 Latino Chamber Members & 1,600+ Event Attendees

**Please upload supporting documents such as sponsorship request letter, event flyer etc.**  2026 47th Annual Dinner Dance Celebration Sponsor Sheet.pdf

## Payment Details

**Make check payable to** Latino Chamber of Commerce of Pueblo

**Address** 215 S. Victoria Avenue

**Phone Number** 719-542-5513

Please note: If the payee listed above is not an established vendor with the City of Pueblo, the City of Pueblo vendor application (found below) must be completed before payment can be processed. If payee is an active vendor with the City of Pueblo, we will confirm the information listed above. If the information does not match our records, it must be updated using the City of Pueblo vendor application (found below) before payment can be processed. Completed vendor forms may be submitted directly to [vendorinfo@pueblo.us](mailto:vendorinfo@pueblo.us).



# ANNUAL DINNER DANCE CELEBRATION



The Latino Chamber of Commerce is excited to host the **Annual Dinner Dance Celebration** on Saturday, February 28th in beautiful Pueblo, Colorado. The evening celebration recognizes outstanding community leaders, business organizations, and individuals, while providing a unique and elegant experience highlighting the Latino culture. This is the Latino Chamber's biggest event of the year, and we invite you to be a part of it! The 47th Annual Dinner Celebration will include a night of fun, networking, celebration, games, giveaways, dancing, and a silent auction.

## **PLATINUM | \$5,000 (EXCLUSIVE)**

- (1) Reserved corporate table – 10 seats
- Up to a one-minute video played during the event (provided by sponsor)
- Company representative will have the option to provide welcome remarks before dinner
- Full-page advertisement in the event program (provided by sponsor)
- Sponsor signage/banner/pop up displayed during the event
- Media recognition on all Annual Dinner Celebration advertising as a Platinum Sponsor
- Sponsor's promotional items placed on tables during the event
- Sponsor name/logo featured in the presentation & on table signs
- Dedicated display table of resources and materials during the event
- One month banner advertisement on Latino Chamber website (redeemable in 2026)

## **GOLD | \$4,000**

- (1) Reserved corporate table – 10 seats
- Up to a one-minute video played during the event (provided by sponsor)
- Full-page advertisement in the event program (provided by sponsor)
- Sponsor signage/banner/pop up displayed during the event
- Media recognition on all Annual Dinner Celebration advertising as a Gold Sponsor
- Sponsor name/logo featured in the presentation & on table signs
- One month banner advertisement on Latino Chamber website (redeemable in 2026)

### **SILVER | \$3,000**

- (1) Reserved corporate table - 10 seats
- Up to a 30-second video played during the event (provided by sponsor)
- Half-page advertisement in the event program (provided by sponsor)
- Sponsor signage/banner/pop up displayed during the event
- Media recognition on all Annual Dinner Celebration advertising as a Silver Sponsor
- Sponsor name/logo featured in the presentation & on table signs

### **BRONZE | \$2,000**

- 8 Reserved seats for the event
- Half-page advertisement in the event program (provided by sponsor)
- Media recognition on all Annual Dinner Celebration advertising as a Bronze Sponsor
- Sponsor name/logo featured in the presentation & on table signs

### **COPPER | \$1,000**

- 6 Reserved seats for the event
- Quarter-page advertisement in the event program (provided by sponsor)
- Media recognition on all Annual Dinner Celebration advertising as a Copper Sponsor
- Sponsor name/logo featured in the presentation & on table signs

### **SILENT AUCTION DONATION**

- Sponsor name on bid sheets and event literature

### **CONTRIBUTING | \$500**

- Media recognition on all Annual Dinner Celebration advertising as a Contributing Sponsor
- Sponsor name featured in the presentation & event program

### **TABLES | \$1,100**

- Table of 10 seats with customized table sign for your company/family and listed in the event program and presentation

### **INDIVIDUAL TICKETS | \$110**

### **EVENT PROGRAM ADS | \$250 - \$350**

- Quarter Page | \$250
- Half Page | \$300
- Full Page | \$350

### **SPONSOR NAME/LOGO MEDIA RECOGNITION INCLUDES**

- Customized printed/mailed invitations
- Customized email invitations
- Latino Chamber of Commerce electronic newsletter – El Gritón
- Social media postings on Facebook, Twitter, LinkedIn, and Instagram
- Listing in the Latino Chamber of Commerce calendar of events & the City of Pueblo's community events calendar
- General press release – local/state media distribution

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\*If your company does not have a video or commercial the Latino Chamber or a member may be able to help. Contact our office at (719) 542-5513



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,

LATINO CHAMBER OF COMMERCE OF PUEBLO, INC.

is a

Nonprofit Corporation

formed or registered on 03/12/1990 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19901015204 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 01/14/2026 that have been posted, and by documents delivered to this office electronically through 01/15/2026 @ 09:32:12 .

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 01/15/2026 @ 09:32:12 in accordance with applicable law. This certificate is assigned Confirmation Number 18084264 .



A handwritten signature in blue ink that reads "Jena Griswold".

Secretary of State of the State of Colorado

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

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**Background Paper for Proposed Resolution**

**COUNCIL MEETING DATE:** January 26, 2026

**TO:** President Mark Aliff and Members of City Council

**CC:** Mayor Heather Graham

**VIA:** Marisa Stoller, City Clerk

**FROM:** Harley Gifford, Deputy City Attorney

**SUBJECT:** A RESOLUTION AMENDING SECTION 14 OF APPENDIX A - LEGISLATIVE PROCEDURES AND RULES OF COUNCIL RELATING TO CITY COUNCIL WORK SESSION MEETING COMMENCEMENT DATE AND TIME

**SUMMARY:**

This proposed Resolution amends and codifies City Council’s Work Session Meeting commencement time and date as described in Appendix A, Section 14 of the Pueblo Municipal Code to occur on the 1<sup>st</sup>, 3<sup>rd</sup>, and 5<sup>th</sup> Monday of each month, when applicable, beginning promptly at 5:30 p.m.

The Pueblo Charter and Pueblo Municipal Code does not mandate the time for special meetings of City Council nor for meetings of the Executive Committee, also known as “Work Sessions”. The historical practice of City Council has been to start Work Sessions prior to City Council’s regular meetings.

**PREVIOUS COUNCIL ACTION:**

City Council has not previously acted to codify start times and dates for regularly scheduled meetings of the Executive Committee known as Work Sessions.

**BACKGROUND:**

This Resolution has been prepared at the request of Councilor Dianne Dante.

**FINANCIAL IMPLICATIONS:**

There are no financial implications for the City.

**BOARD/COMMISSION RECOMMENDATION:**

Not applicable.

**STAKEHOLDER PROCESS:**

Not applicable.

**ALTERNATIVES:**

If City Council chooses not to approve this Resolution, then the starting time and date for meetings of the Executive Committee shall continue in its current *ad hoc* nature.

**RECOMMENDATION:**

None.

**ATTACHMENTS:**

1. Resolution

RESOLUTION NO. 16240

A RESOLUTION AMENDING SECTION 14 OF APPENDIX A  
LEGISLATIVE PROCEDURES AND RULES OF COUNCIL  
RELATING TO CITY COUNCIL WORK SESSION MEETING  
COMMENCEMENT DATE AND TIME

WHEREAS, City Council desires to amend the Legislative Procedures and Rules of Council to allow for the creation of a written policy regarding the commencement time for City Council meetings of the Executive Committee, more commonly known as "Work Sessions". NOW, THEREFORE,

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

SECTION 1.

Section 14, Appendix A - Legislative Procedures and Rules of Council is amended as follows:

**14. - Special Meetings.**

(a) Special meetings may be called by the President or at the request in writing of the chairman of the Executive Committee or of a majority of the Council. Notice of the date, time and purpose of called special meetings of Council shall be given to members, not less than eighteen (18) hours before the time fixed for the meeting.

(b) Meetings of the City Council as an Executive Committee, **commonly referred to as a "Work Session"** shall **regularly occur on the 1<sup>st</sup>, 3<sup>rd</sup>, and 5<sup>th</sup> Monday of each month, when applicable, unless cancelled by the chairman of the Executive Committee, and shall** be deemed to be special meetings for the purpose of these Legislative Procedures and Rules of Council and executive sessions as provided in Article 17., except that the presiding officer shall be the chairman of the Executive Committee.

(c) No invocation or pledge of allegiance shall be required for meetings of the City Council as an Executive Committee.

SECTION 2.

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

SECTION 3.

This Resolution shall become effective immediately upon final passage.

INTRODUCED January 26, 2026

BY: Brett Boston  
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff  
PRESIDENT OF CITY COUNCIL

ATTESTED BY:   
CITY CLERK



**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** December 22, 2025

**TO:** President Mark Aliff and Members of City Council

**CC:** Mayor Heather Graham

**VIA:** Marisa Stoller, City Clerk

**FROM:** Carla Sikes, City Attorney

**SUBJECT:** AN ORDINANCE APPROVING A LEASE BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND IQOR US, INC., A DELAWARE CORPORATION FOR THE LEASE OF CITY OWNED PROPERTY LOCATED AT 317 NORTH MAIN STREET, PUEBLO, COLORADO 81003 AND AUTHORIZING THE MAYOR TO EXECUTE SAID LEASE

**SUMMARY:**

Attached is an Ordinance approving and authorizing the Mayor to sign a lease with iQor US Inc. a Delaware corporation.

**PREVIOUS COUNCIL ACTION:**

On November 23, 2015, by Resolution No. 13341, City Council approved a Lease with iQor for approximately 41,379 square feet of the Pope Block Building located at 317. N. Main Street in downtown Pueblo and March of 2019 City Council approved a lease with iQor for approximately 12,978 square feet located at 317 N. Main Street.

**BACKGROUND:**

iQor wishes to continue leasing approximately 25,863 square feet in the Pope Block Building from the City at 317 N. Main Street for three more years with two (2) three (3) year renewal options. iQor's base rent for the Term of this Lease shall be as follows:

| <b>Dates</b>         | <b>Cost per Square Foot</b> | <b>Square Feet</b> | <b>Annual Cost</b> |
|----------------------|-----------------------------|--------------------|--------------------|
| 01/01/26 to 03/31/26 | \$7.50                      | 25,862             | \$193,965.00       |
| 04/01/26 to 06/30/26 | \$8.25                      | 25,862             | \$213,361.50       |

|                         |    |         |        |              |
|-------------------------|----|---------|--------|--------------|
| 07/01/26<br>12/31/26    | to | \$9.70  | 25,862 | \$250,980.00 |
| 01/01/27<br>12/31/27/27 | to | \$10.00 | 25,862 | \$258,620.00 |
| 01/01/28<br>12/31/28    | to | \$10.30 | 25,862 | \$266,378.60 |

iQor has agreed to rent 25,862 square feet. The space will continue to be used as a call center. This lease is a “gross” lease with the City paying the following:

- Maintenance of the building
- Building utilities
- Major Repair of the building
- Building property taxes
- Building Property Taxes
- Building insurance
- Building fire systems

iQor will be responsible for routine maintenance of its leased space and repairs up to \$1,000. The lease can be terminated by iQor for convenience with at least 180 days notice or either party for cause.

**FINANCIAL IMPLICATIONS:**

The lease will generate \$1,183,305.10 in revenue to the half cent sales tax fund over the initial three-year term.

**BOARD/COMMISSION RECOMMENDATION:**

Not applicable to this Ordinance.

**STAKEHOLDER PROCESS:**

Not applicable to this Ordinance.

**ALTERNATIVES:**

If this Ordinance is not approved, iQor may move or close its call center in downtown Pueblo.

**RECOMMENDATION:**

Approve the Ordinance.

**ATTACHMENTS:**

1. iQor Lease

ORDINANCE NO.

AN ORDINANCE APPROVING A LEASE BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND IQOR US, INC., A DELAWARE CORPORATION FOR THE LEASE OF CITY OWNED PROPERTY LOCATED AT 317 NORTH MAIN STREET, PUEBLO, COLORADO 81003 AND AUTHORIZING THE MAYOR TO EXECUTE SAID LEASE

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

SECTION 1.

The Lease between the City of Pueblo, a Colorado municipal corporation and iQor US Inc., a Delaware corporation, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved. The Mayor is authorized to execute and deliver the lease in the name of the City and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 2.

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

SECTION 3.

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

**Action by City Council:**

Introduced and initial adoption of Ordinance by City Council on \_\_\_\_\_.

Final adoption of Ordinance by City Council on \_\_\_\_\_.

\_\_\_\_\_  
President of City Council

**Action by the Mayor:**

Approved on \_\_\_\_\_.

Disapproved on \_\_\_\_\_ based on the following objections:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Mayor

**Action by City Council After Disapproval by the Mayor:**

- Council did not act to override the Mayor's veto.
- Ordinance re-adopted on a vote of \_\_\_\_\_, on \_\_\_\_\_
- Council action on \_\_\_\_\_ failed to override the Mayor's veto.

\_\_\_\_\_  
President of City Council

ATTEST

\_\_\_\_\_  
City Clerk

## LEASE

This Lease is made as of the last date signed below, by and between City of Pueblo, Colorado, a Colorado municipal corporation (“Landlord”) and iQor US Inc., a Delaware for-profit corporation (“Tenant”).

### ARTICLE 1 BASIC DATA

Each reference in this Lease to any of the terms contained in this Article or otherwise defined in this Agreement will be construed to incorporate the definitions or data stated under that term, defined as follows:

- 1.1. Building: 317 North Main Street, Pueblo, CO 81003 known as the Pope Block Building (“Building”)
- 1.2. Leased Premises: Approx. 25,862 square feet in the Pope Block Building
- 1.3. Term: Initial term: 36 months
- 1.4. Commencement date: January 1, 2026
- 1.5. Renewal option: Tenant shall have the option to exercise two (2) three (3) year renewal options with 90 days prior notice to Landlord.
- 1.6. Tenant improvement allowance: None
- 1.7. Agency disclosure and commission: CBRE, Inc. is acting as Tenant’s Agent, represented by Jared May. Tenant’s Agent’s commission, if any, will be paid by Tenant. Tenant shall indemnify and hold Landlord harmless from and against any claim or demand by any broker or other person for bringing about this Lease, including all expenses incurred in defending any such claim or demand (including reasonable attorneys’ fees).
- 1.8. Landlord address:  
  
Attn: Mayor  
1 City Hall Place, 2<sup>nd</sup> Floor  
Pueblo, CO 81003  
Phone: (719) 553-2655
- 1.9. Landlord’s property management representative:  
  
Darren Bustos  
Pueblo Facilities Maintenance Superintendent  
City of Pueblo, (719) 553-2792  
dbustos@pueblo.os

1.10. Tenant address:  
iQor US Inc.  
Attn: General Counsel  
6700 N Andrews Avenue, 6<sup>th</sup> Floor  
Fort Lauderdale, FL 33309

Copy to: legal.notices@iqor.com

## **ARTICLE 2 LEASE OF PREMISES**

2.1. Leased Premises. In consideration of the mutual covenants and agreements herein contained, Landlord hereby leases to Tenant the premises of approximately 25,862 square feet located in the Building (the “Leased Premises”) together with all appurtenances. The Leased Premises are located in the following sections of the Building: first floor east (19,994 square feet); portion of the second floor east (5,668 square feet); portion of the second floor west (200 square feet); and a partial section of the basement for storage. Notwithstanding anything to the contrary contained in this Agreement, neither the size nor location of the Leased Premises may be modified during the Term without Tenant’s prior written consent.

2.3. Common Areas. Tenant shall have, as appurtenant to the Leased Premises, the non-exclusive right to use, and permit its invitees to use in common with other tenants of the Building, public lobbies, hallways, stairways, elevators, walkways necessary for access to Leased Premises, loading areas, pedestrian sidewalks and other areas or facilities which are in the Building which are public in nature.

## **ARTICLE 3 TERM**

3.1. Commencement Date; Term. The Lease shall have an initial three-year term (“Term”). The Lease Term begins (the “Commencement Date”) on January 1, 2026, and terminates on December 31, 2028 (the “Termination Date”).

3.2. Options. Provided Tenant is in full compliance with the terms and conditions of this Lease, Tenant may extend the Term for an Extended Term as follows: Tenant may exercise two (2) three (3) year renewal options (each an “Extended Term”) with one hundred eighty (180) days prior notice to the Landlord. The Rent and other terms and conditions will remain unchanged for the Extended Terms but shall be subject to the increase in Section of 4.2.

3.3. Termination Without Cause Option: Tenant shall have the continuing option to cancel this Lease, as it pertains to all, or any portion of the Leased Premises, for any reason whatsoever, by providing the Landlord with one hundred eighty (180) days prior written notice which shall specify the termination date and the portion of the Leased Premises being vacated. To the extent Tenant cancels a portion of the Leased Premise at any time during the Term or applicable Extended Term, the Rent shall be adjusted to reflect the reduced square footage for the remainder of the Term.

**ARTICLE 4  
RENT AND ADDITIONAL CHARGES**

4.1. Rent. Tenant’s Rent for the Term of this Lease shall be as follows:

| <b>Dates</b>               | <b>Cost per Square Foot</b> | <b>Square Feet</b> | <b>Annual Cost</b> |
|----------------------------|-----------------------------|--------------------|--------------------|
| 01/01/26 to<br>03/31/26    | \$7.50                      | 25,862             | \$193,965.00       |
| 04/01/26 to<br>06/30/26    | \$8.25                      | 25,862             | \$213,361.50       |
| 07/01/26 to<br>12/31/26    | \$9.70                      | 25,862             | \$250,980.00       |
| 01/01/27 to<br>12/31/27/27 | \$10.00                     | 25,862             | \$258,620.00       |
| 01/01/28 to<br>12/31/28    | \$10.30                     | 25,862             | \$266,378.60       |

4.2. Increase in Rent for Renewal Terms. The Rent for the Extended Term shall be increased by the lesser of (i) the Consumer Price Index (as defined herein) or (ii) a 3% increase to the preceding year’s Rent. The Rent shall be calculated by using the price per square foot amount used in the preceding year. Rent for the second and third year of each Extended Term shall be increased by \$1.00 per square foot. In no event shall the Rent be decreased. “Consumer Price Index” shall mean the Consumer Price Index for all urban households (Base Year 1982-1984 = 100) in the West Region (CPI-U) as determined and published by the United States Department of Labor, Bureau of Labor Statistics for the applicable year.

4.3 Gross Lease. It is the intent of the Parties that this Lease be a “gross” lease with the City paying the following:

- Maintenance and Management of the Building
- Building Utilities
- Major Repair of the Building and Leased Premises, unless damage is caused by the intentional, reckless or negligent action or inaction of Tenant, its employees, representatives, agents, or invitees. (“Major Repair” as it relates to the Leased Premises shall mean repairs costing more than \$1,000.)
- Building Property Taxes
- Building use taxes not abated through Pueblo Urban Enterprise Zone
- Building Insurance
- Building Fire Systems

4.4. Tenant’s Tax Obligations. The Tenant shall be solely responsible for the payment of its own tax obligations and agrees that said obligations shall not be paid as part of the City’s expenses in Section 4.3. Tenant’s own tax obligations include, but are not limited to, sales and use taxes, personal property taxes and possessory interest real property taxes.

**ARTICLE 5  
USE**

5.1. Use. Tenant may use the Leased Premises for general, executive, service, sales and administrative office purposes, including as a telephone call center and including any uses incidental to any of the foregoing. Any change of use by the Tenant shall require the prior written consent of the Landlord, which consent shall not be unreasonably withheld, conditioned or delayed.

5.2. Compliance with Laws. During the Term of this Lease, Tenant shall comply with all applicable laws, rules, regulations and ordinances of all federal, state, county and municipal authorities having jurisdiction over the Leased Premises or the Building. During the Term of this Lease, Landlord shall comply with all applicable laws, rules, regulations and ordinances of all federal, state, county and municipal authorities having jurisdiction over the Building.

**ARTICLE 6  
ALTERATIONS AND SIGNS**

6.1. Tenant's Alterations. Alterations, installations, improvements, additions or other physical changes to the Leases Premises shall not be made by the Tenant without the prior written consent of the Landlord, which consent shall not be unreasonably withheld, conditioned or delayed.

6.2. Signage. The size, location, color and design of any sign placed by the Tenant on the Leased Premises or Building, shall be subject to the Landlord's prior written approval, not to be unreasonably withheld, conditioned or delayed.

6.3. Card System. The existing security card system which controls access to the building ("Card System") needs to be updated. The City agrees it will install, update and reconfigure the Card System. The City will control access to the building, office suites, and common areas except that City will cause the Card System to be configured to allow Tenant to retain control over access to the Leased Premises. Tenant shall be responsible for purchasing any supplies necessary for its access including card printers, card stock, or computers. If the Tenant vacates the Leased Premises the Tenant agrees to grant and hand over control of its portion of the Card System to City of Pueblo Facilities Maintenance Superintendent. Tenant agrees to reimburse the City up to up-to Twenty-Five thousand dollars (\$25,000) for the cost of installing the reconfigured Card System. Proof of expenses for the installation will be required for reimbursement. Tenant shall be solely responsible for all license fees associated with its use of the Card System.

6.4. Liens. Tenant must keep the Leased Premises and this Lease free from any mechanic's, materialman's, or similar liens or encumbrances, and any claims therefore for labor or materials furnished Tenant. If Tenant fails to do so, Landlord may pay the amount or take such other action as Landlord deems necessary to remove such claim, lien or encumbrance, without being responsible for investigating the validity thereof. The amount so paid and costs incurred by the Landlord will be deemed additional rent under this Lease payable upon demand, without limitation as to other remedies available to Landlord.

6.5. Surrender. On the Termination Date of this Lease, Tenant shall quit and surrender the Leased Premises in substantially the same condition as they were on the Commencement Date, reasonable wear and tear excepted. Tenant may remove, but shall not be required to remove, any fixtures, alterations or improvements made to the Leased Premises, provided that Tenant repairs any damage caused by such removal. Any items of personal property not removed by Tenant on the Termination Date of this Lease may be retained or disposed of by Landlord, at Tenant's expense.

## **ARTICLE 7 INDEMNIFICATION AND INSURANCE**

7.1. Landlord's Indemnity. Landlord shall defend, indemnify and save harmless Tenant and its agents and employees against all costs (including, without limitation, reasonable attorneys' fees), damages or claims whether for personal injury, bodily injury or property damage, during the Term of this Lease, occurring in the Building, if caused by an act or omission by Landlord or its agents or employees, arising out of Landlord's operations or Landlord's use or occupancy of the Building.

7.2. Tenant's Indemnity. Tenant shall defend, indemnify and save harmless Landlord and its agents and employees against all costs (including, without limitation, reasonable attorneys' fees), damages or claims whether for personal injury, bodily injury or property damage, during the Term of this Lease, occurring in the Building, if caused by an act or omission by Tenant or its agents or employees, arising out of Tenant's operations or Tenant's use or occupancy of the Building.

7.3. Liability Insurance. During the Term of this Lease, Landlord must maintain insurance covering Landlord's liability for ownership, maintenance and use of the Building, including common areas. Such insurance must provide limits of not less than \$1 million with respect to injury to any one person, \$1 million with respect to any one occurrence and \$500,000 with respect to property damage arising out of any one occurrence.

7.4. Property Insurance. Tenant must maintain "all-risk" property insurance covering against loss or damage resulting from fire or other insurable loss of Tenant's property.

7.5. Worker's Compensation Insurance. Tenant shall maintain and keep in force an all employees compensation insurance policy as required under the laws of the State of Colorado.

7.6. Insurance Requirements. All insurance required to be carried by the parties hereunder shall be issued by responsible insurance companies qualified to do business in the State of Colorado. The parties further agree to provide each other with copies of certificates of insurance for all policies required.

7.7. Waiver of Subrogation. The parties to this Lease hereby release each other and their respective officers, agents, managers, directors, and employees from any and all claims and demands for loss, damages, expense or injury to any person or the Building or to personal property

or improvements which are caused by or result from any risk insured against under insurance policies carried or required to be carried by the parties and in force at the time of any such loss, to the extent such loss is covered by such parties' policies. The parties shall each obtain from their respective insurers waivers of all rights of subrogation, which the insurer of one party might have against the other party and Landlord and Tenant shall each indemnify the other against any loss or expense, including reasonable attorneys' fees, resulting from the failure to obtain such waivers of subrogation.

## **ARTICLE 8 ASSIGNMENT**

8.1. Assignment Requirements. Notwithstanding anything in this Lease to the contrary, Tenant has the right to assign this Lease or sublet the Leased Premises without Landlord's consent to a parent, subsidiary, or affiliate of Tenant, to a company that has merged or consolidated with Tenant, provided Tenant (or the resulting entity of any merger or consolidation) remains fully liable hereunder. With the exception of the internal assignments referenced in the preceding sentence, it shall be necessary for Tenant to obtain Landlord's prior, written consent to any proposed assignment of this Lease or subletting of the Leased Premises. However, Landlord's consent may not be unreasonably or unduly withheld, conditioned, or delayed, provided, however, that Landlord may withhold consent thereto if in the exercise of its sole judgment it determines that:

8.1.1. Financial Condition. The financial condition of the proposed assignee or subtenant is not consistent with the extent of the obligations undertaken by the proposed assignment or sublease; or

8.1.2. Proposed Use. The proposed use of the Leased Premises is not appropriate for the Building or in keeping with the character of the existing tenancies of the Building.

## **ARTICLE 9 CASUALTY AND RESTORATION**

9.1. Restoration. Upon any damage due to fire or other casualty, if such casualty results in damage to more than 5% of the gross leasable area of the Building, Landlord may, in its sole discretion, upon thirty (30) days written notice to Tenant after such casualty, terminate this Lease. Landlord may also, in its sole discretion, undertake restoration of the Building and complete such restoration, with due diligence, after such casualty.

9.2. Equitable Adjustment. Upon damage due to fire or other casualty of more than twenty-five percent (25%) of the Leased Premises, whether or not Landlord decides to undertake restoration of the Building, the parties agree that the Tenant's obligation to pay Rent shall be equitably abated and apportioned from the date of such casualty until such repairs are completed or until Tenant vacates the Leased Premises.

## **ARTICLE 10 DEFAULT AND REMEDIES**

10.1. Tenant's Default. If Tenant (a) fails to make its monthly payment of Rent for more than 10 days after Tenant receives notice of such failure from Landlord; or (b) fails to perform or observe any other agreement or condition contained in this Lease, and such failure is not corrected within thirty (30) days after Tenant receives notice from Landlord of such failure, then, in addition to all other remedies available at law or in equity, Landlord has the right to terminate this Lease and recover possession of the Leased Premises in the manner prescribed by law.

10.2. Landlord's Default. If Landlord fails to perform or observe any agreement or condition contained herein, and such failure is not corrected within thirty (30) days after Landlord receives notice from Tenant of such failure, then, in addition to all other remedies available at law or in equity, Tenant has the right to terminate this Lease.

10.3. Disputes. In the event of an unresolved dispute between Landlord and Tenant regarding the performance by either party of an obligation or condition of this Lease, as a condition precedent to the filing of litigation, authorized representatives of Landlord and Tenant will use good faith and commercially reasonable efforts to resolve such disputes.

## **ARTICLE 11 GENERAL PROVISIONS**

11.1. Notices. Notices, consents, and demands required or permitted to be given hereunder must be in writing and be effective when received or refused, whether by hand delivery, nationally recognized overnight courier (with evidence of receipt or refusal), or U.S. Mail (return receipt requested), to the parties' respective Address stated in Article 1 of this Lease, or to such other address as the parties designate by written notice to each other, and each party may identify additional parties to receive copies of same.

11.2. Holding Over. Should Tenant hold over in possession of the Leased Premises after the expiration of the Term, as extended, such holding over shall not be deemed to extend the Term or renew this Lease, but this Lease will continue as a tenancy from month to month upon the terms and conditions stated herein and at the rental rate shall increase by 10% for any hold over period.

11.3. Waiver/Remedies. The failure of Landlord or Tenant to insist upon strict performance by the other of any of the provisions of this Lease or to exercise any option herein conferred will not be deemed as a waiver or relinquishment for the future of any such provision or option. Except as expressly provided otherwise herein, all rights and remedies provided for herein or otherwise existing at law or in equity are cumulative, and the exercise of one or more rights or remedies by either party shall not preclude or waive its right to the exercise of any or all the others.

11.4. Partial Invalidity. If any provision of this Lease or the application thereof to any person or circumstance is, at any time or to any extent, invalid or unenforceable, the remainder of this Lease will not be affected thereby, and each such provision will be valid and will be enforced to the fullest extent permitted by law.

11.5. Attorneys' Fees. In the case of any litigation among the parties under this Agreement, the prevailing party will be entitled to reimbursement for its reasonable costs, including reasonable attorneys' fees, incurred in any such dispute.

11.6. Entire Agreement. This Lease contains the entire and exclusive agreement between the parties relating to the Leased Premises and may not be modified except by written instrument signed by the party to be bound thereby.

11.7. Venue and Waiver of Trial by Jury. In the event of any litigation arising under this Agreement, exclusive venue for any such litigation shall be Pueblo County, Colorado. All such litigation shall be filed in the District Court and each party submits to the jurisdiction of such District Court. Landlord and Tenant hereby waive trial by jury in any action, proceeding, or counterclaim brought by either against the other, upon any matters whatsoever arising out of or in any way connected with this Lease, Tenant's use or occupancy of the Premises and/or any claim of injury or damage.

11.8. Relationship of the Parties. Neither Party shall be, or hold itself out as, agent of the other or as joint venturers or partners under this Agreement.

11.9. Drafting of Agreement. Each Party acknowledges that this Agreement was fully negotiated by the Parties and, therefore, no provision of this Agreement shall be interpreted against any Party because such Party or its legal representative drafted such provision.

11.10. No Third Party Beneficiaries. The provisions of this Agreement are for the exclusive benefit of the Parties hereto and their successors and permitted assigns, and no third party shall be a beneficiary, or have any rights by virtue of this Agreement.

11.11. Counterparts. This Agreement may be executed in any number of counterparts, and each such counterpart shall be deemed for all purposes to be an original, and all such counterparts shall together constitute but one and the same original.

11.12. Survival. Whether or not specifically noted within any section or provision of this Lease, any provision of this Lease which must survive termination of this Lease in order to be effective will so survive such termination.

IN WITNESS WHEREOF, this Lease is executed and delivered as of the date first above written.

TENANT:  
IQOR US INC., a Delaware for-profit corporation

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title





**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** January 26, 2026

**TO:** President Mark Aliff and Members of City Council

**CC:** Mayor Heather Graham

**VIA:** Marisa Stoller, City Clerk

**FROM:** Andrew Hayes, Public Works Director

**SUBJECT:** AN ORDINANCE APPROVING THE 1ST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION ("CITY"), AND THE STATE OF COLORADO, ACTING BY AND THROUGH THE COLORADO DEPARTMENT OF TRANSPORTATION ("CDOT"), PROJECT BRO M086-096 (24927) FOR THE UNION AVENUE BRIDGE REPAIR PROJECT, DECREASING THE FUNDING FROM \$125,625 TO \$0 AND AUTHORIZING THE MAYOR TO EXECUTE SAME

**SUMMARY:**

This Ordinance approves the 1st Amendment of an Intergovernmental Agreement ("IGA") between the City of Pueblo, a Colorado Municipal Corporation ("City") and the State of Colorado, Colorado Department of Transportation ("CDOT") relating to the Union Avenue Bridge Repairs Project by reducing the funding from \$125,625.00 to \$0.

**PREVIOUS COUNCIL ACTION:**

Ordinance 10179 (May 23, 2022) created project account CI2208 for Union Avenue Bridge Repair Project, approved an IGA between the City of Pueblo and CDOT in the amount of \$100,500.00, transferred funds in the amount of \$100,500.00 from Bridge Repairs project HUAN05 to CI2208, Union Avenue Bridge Repairs Project, and budgeted and appropriated total funding of \$201,000.00.

**BACKGROUND:**

The Union Avenue Bridge, located between West B Street and Corona Avenue, spans across the Arkansas River, levee, pedestrian trail, Union Pacific Railroad (UPRR) and Burlington Northern & Santa Fe Railway (BNSF). It is nearly a century old, and near the end of its service life. It was built in 1925, and has a combination of cast-in-place concrete tee-beams and steel deck trusses. Minor alterations have been made, dating back to 1988. Inspection reports determined that the overall bridge superstructure was rated as "poor," the deck and substructure were rated as "fair" and it had a status of "structurally

deficient” which highlights the importance to rehabilitate or replace the structure.

In 2022, the City of Pueblo was awarded an Off-System Bridge Program grant in the amount of \$100,500.00 for the following improvements:

- Remove and replace broken/missing balusters
- Patch cracks/missing concrete in balusters and pedestrian rails
- Repair bridge sidewalk expansion joint plates
- Replace bridge sidewalk expansion joint plates
- Remove and replace or grind portions concrete sidewalk (tripping hazards)
- Repair outside face concrete bridge deck spalling
- Clean joint and replace strip seal
- Apply self-leveling concrete coating

The match requirement for the federally funded grant was 20% of the award for a total of \$25,125.00. The City provided the required match plus an overmatch of \$75,375.00 for a total match of \$100,500.00.

The City went out to bid in 2023 to complete the repairs provided for in the grant but no bids were received. It was decided to make the critical repairs of replacing the missing balusters, not using the grant funds, but using the City Bridge Repair Fund, HUAN05. The City once again bid the remaining work in 2024, receiving only one bid, at more than double the funds available for the project.

While trying to determine the route forward to use the funds awarded for the Union Avenue Bridge Repairs, the City was awarded a grant to replace the Union Avenue Bridge. It was determined that because this bridge was going to be replaced, and because the City had already completed the critical safety issues, the grant would be returned back to CDOT. The amendment is formalizing the return of the grant funds to the Off-System Bridge Program.

**FINANCIAL IMPLICATIONS:**

None.

**BOARD/COMMISSION RECOMMENDATION:**

None.

**STAKEHOLDER PROCESS:**

None.

**ALTERNATIVES:**

Denial of this Ordinance would deny returning the funds back to the State of Colorado.

**RECOMMENDATION:**

Approve the Ordinance.

**ATTACHMENTS:**

1. Complete Draft AM1 Pueblo (24927) 331002748 December 04, 2025
2. GRANT CERTIFICATION (current)

ORDINANCE NO. 11113

AN ORDINANCE APPROVING THE 1ST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION ("CITY"), AND THE STATE OF COLORADO, ACTING BY AND THROUGH THE COLORADO DEPARTMENT OF TRANSPORTATION ("CDOT"), PROJECT BRO M086-096 (24927) FOR THE UNION AVENUE BRIDGE REPAIR PROJECT, DECREASING THE FUNDING FROM \$125,625 TO \$0 AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

The 1st Amendment to the Intergovernmental Agreement ("IGA") between the City of Pueblo, a Colorado Municipal Corporation, and State of Colorado, acting by and through the Colorado Department of Transportation (CDOT), Project: BRO M086-096 (24927), Union Avenue Bridge Repair Project, a copy of which is attached, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is authorized to execute and deliver the IGA 1st Amendment in the name of the City of Pueblo and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 3.

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

SECTION 4.

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

**Action by City Council:**

Introduced and initial adoption of Ordinance by City Council on January 12, 2026.

Final adoption of Ordinance by City Council on January 26, 2026.

DocuSigned by:  
*Mark Aliff*  
B7A4F51823AB462...  
\_\_\_\_\_  
President of City Council

**Action by the Mayor:**

Approved on 01/27/2026.

Disapproved on \_\_\_\_\_ based on the following objections:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed by:  
*Heather Graham*  
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\_\_\_\_\_  
Mayor

**Action by City Council After Disapproval by the Mayor:**

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

Ordinance re-adopted on a vote of \_\_\_\_\_, on \_\_\_\_\_

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

\_\_\_\_\_  
President of City Council

ATTEST

DocuSigned by:  
*[Signature]*  
7C02EBDFFC3D43C...  
\_\_\_\_\_  
City Clerk

# STATE OF COLORADO AMENDMENT

Amendment #: 1 Project #: BRO M086-096 (24927)

## SIGNATURE AND COVER PAGE

|   |   |
|---|---|
| <b>State Agency</b><br>Department of Transportation | <b>Amendment Routing Number</b><br>22-HA2-XC-00058-M0002  |
| <b>Local Agency</b><br>City of Pueblo               | <b>Original Agreement Routing Number</b><br>22-HA2-XC-00058   |
| <b>Agreement Maximum Amount</b><br>\$0.00           | <b>Agreement Beginning Date</b><br>June 17, 2022  |
|   | <b>Agreement Expiration Date</b><br>The latter of the Amendment Effective date<br>or March 30, 2032 |

### THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.

|  |
|--|
| <b>STATE OF COLORADO</b><br><b>Jared S. Polis, Governor</b><br>Department of Transportation<br>Shoshana M. Lew, Executive Director<br><br>_____<br>Keith Stefanik, P.E., Chief Engineer<br><br>Date: _____ |
| <b>LOCAL AGENCY</b><br>City of Pueblo<br><br>By: _____<br>*Signature<br><br>Name: _____<br>(Print Name)<br><br>Title: _____<br>(Print Title)<br><br>Date: _____  |

**SECOND LOCAL AGENCY SIGNATURE,  
IF NEEDED**  
City of Pueblo

By: \_\_\_\_\_  
\*Signature

Name: \_\_\_\_\_  
(Print Name)

Title: \_\_\_\_\_  
(Print Title)

Date: \_\_\_\_\_

In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate.

**STATE CONTROLLER**  
**Robert Jaros, CPA, MBA, JD**

By: \_\_\_\_\_  
Department of Transportation

Amendment Effective Date: \_\_\_\_\_

**1) PARTIES**

This Amendment (the "Amendment") to the Original Agreement shown on the Signature and Cover Page for this Amendment (the "Agreement") is entered into by and between the Local Agency and the State.

**2) TERMINOLOGY**

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Agreement shall be construed and interpreted in accordance with the Agreement.

**3) EFFECTIVE DATE AND ENFORCEABILITY**

**A. Amendment Effective Date**

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay the Local Agency for any Work performed or expense incurred under this Amendment either before or after the Amendment term shown in **§3.B** of this Amendment

**B. Amendment Term**

The Parties' respective performances under this Amendment and the changes to the Agreement contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment and shall terminate on the termination of the Agreement.

**4) PURPOSE**

The Parties entered into the Agreement for Union Avenue Bridge improvements in Pueblo, Colorado. Now the Parties desire to terminate the Agreement.

**5) MODIFICATIONS**

A. The Agreement was executed on June 17, 2022, to fund \$125,625.00 for the above purpose. No Project monies were spent and nothing was invoiced to the Project. The Parties now request to terminate the Agreement;

B. Decrease Agreement Maximum Amount from \$125,625.00 to \$0.00.

**6) LIMITS OF EFFECT**

This Amendment is incorporated by reference into the Agreement, and the Agreement and all prior amendments or other modifications to the Agreement, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Agreement, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Agreement or any prior modification to the Agreement, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Agreement to the extent that this Amendment specifically modifies those Special Provisions.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

GRANT CERTIFICATION

To: Mark Aliff, President of the City Council  
Heather Graham, Mayor

Re: Off-System Bridge Program

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I hereby certify that I have reviewed and am familiar with the attached documents, and to the best of my knowledge and belief, the City has the present ability to comply with all special conditions, certifications and assurances therein contained.

By: 

Date 12/8/25

Name (print): Kelly Grisham

Title: Project Coordinator



**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** January 26, 2026

**TO:** President Mark Aliff and Members of City Council

**CC:** Mayor Heather Graham

**VIA:** Marisa Stoller, City Clerk

**FROM:** Greg Pedroza, Director Aviation

**SUBJECT:** AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE UNITED STATES DEPARTMENT OF AGRICULTURE ANIMAL AND PLANT HEALTH INSPECTION SERVICE WILDLIFE SERVICES (APHIS) AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, TO ALLOW APHIS TO CONDUCT WILDLIFE MITIGATION ACTIVITIES ON AIRPORT PROPERTY, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

**SUMMARY:**

The attached Ordinance approves an agreement between the United States Department of Agriculture Animal and Plant Health Inspection Service Wildlife Services (APHIS) and the City of Pueblo, A Colorado Municipal Corporation, to allow APHIS to conduct wildlife mitigation activities on airport property.

**PREVIOUS COUNCIL ACTION:**

None

**BACKGROUND:**

The Federal Aviation Administration (FAA) requires the Pueblo Memorial Airport to have a wildlife hazard management plan in place. A qualified airport biologist from the United States Department of Agriculture Animal and Plant Health Inspection Service Wildlife Services (APHIS) is funded by the Colorado Department of Transportation Div. of Aeronautics to provide wildlife mitigation activities on airport property. APHIS requires this agreement between the airport and APHIS to conduct the activities.

**FINANCIAL IMPLICATIONS:**

Services are funded by CDOT Div. of Aeronautics.

**BOARD/COMMISSION RECOMMENDATION:**

Not applicable to this Ordinance.

**STAKEHOLDER PROCESS:**

Not applicable to this Ordinance.

**ALTERNATIVES:**

If this Ordinance is not approved, the City will not be able to enter into the required agreement.

**RECOMMENDATION:**

Approve the Ordinance

**ATTACHMENTS:**

1. KPUB 12A 12\_2025 DAF
2. KPUB\_12\_add\_2025\_DAF

ORDINANCE NO. 11114

AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE UNITED STATES DEPARTMENT OF AGRICULTURE ANIMAL AND PLANT HEALTH INSPECTION SERVICE WILDLIFE SERVICES (APHIS) AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, TO ALLOW APHIS TO CONDUCT WILDLIFE MITIGATION ACTIVITIES ON AIRPORT PROPERTY, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

The Agreement (“Agreement”) between the City of Pueblo, Colorado, a Colorado Municipal Corporation and the United States Department of Agriculture Animal and Plant Health Inspection Service Wildlife Services (APHIS), dated December 17, 2025, a copy of which is attached hereto and incorporated herein by this reference and having been approved as to form by the City Attorney, is hereby approved. The Mayor is authorized to execute and deliver the aforesaid Agreement in the name of the City and the City Clerk is directed to affix the seal of the City thereto and attest the same.

SECTION 2.

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


SECTION 3.

This Ordinance shall become effective 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 12, 2026.

Final adoption of Ordinance by City Council on January 26, 2026.

DocuSigned by:  
  
B7A4F51823AB462  
\_\_\_\_\_  
President of City Council

**Action by the Mayor:**

Approved on 01/27/2026.

Disapproved on \_\_\_\_\_ based on the following objections:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed by:

*Heather Graham*

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\_\_\_\_\_  
Mayor

**Action by City Council After Disapproval by the Mayor:**

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

Ordinance re-adopted on a vote of \_\_\_\_\_, on \_\_\_\_\_

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

\_\_\_\_\_  
President of City Council

ATTEST

DocuSigned by:

*WJ*

7C02EBDFFC3D43C...

\_\_\_\_\_  
City Clerk

**UNITED STATES DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE  
WILDLIFE SERVICES**

**WORK INITIATION DOCUMENT FOR  
WILDLIFE DAMAGE MANAGEMENT**

|   |  |             |          |                           |   |  |                                    |    |
|---|--|-------------|----------|---------------------------|---|--|------------------------------------|----|
| <b>SECTION 1</b>  | 1. WORK INITIATION DOCUMENT NUMBER   |             |          |                           | 2. STATUS<br><input type="checkbox"/> NEW <input type="checkbox"/> RENEWAL <input type="checkbox"/> NATIONAL WILDLIFE RESEARCH CENTER |  |                                    |    |
|   | 3A. TYPE OF WORK INITIATION DOCUMENT <i>(mark all that apply)</i>  |             |          |                           |   |  | 3B. ASSIGN TO THESE SPECIAL GROUPS |    |
|   | <input type="checkbox"/> PRIVATE PROPERTY <input type="checkbox"/> NON-PRIVATE PROPERTY <input type="checkbox"/> TEMPORARY/CIVIL<br><br><input type="checkbox"/> ADJACENT LANDOWNER <input type="checkbox"/> AMENDMENT TO AN EXISTING WORK INITIATION DOCUMENT   |             |          |                           |   |  | (1)<br>(2)<br>(3)<br>(4)           |    |
| <b>SECTION 2</b>  | 4. COOPERATOR NAME <i>(last, first, MI)</i>  |             |          |                           |   |  |                                    |    |
|   | 5. COOPERATOR MAILING ADDRESS  |             |          |                           |   |  |                                    |    |
|   | 6. COMMON NAME   |             |          |                           | 7. COOPERATOR TELEPHONE NUMBER  |  |                                    |    |
|   | 8. OWNER OR REPRESENTATIVE NAME <i>(if different from Cooperator)</i>  |             |          |                           | 9. OWNER OR REPRESENTATIVE TELEPHONE NUMBER   |  |                                    |    |
|   | 10. OWNER OR REPRESENTATIVE ADDRESS <i>(if different from Cooperator)</i>  |             |          |                           |   |  |                                    |    |
| <b>SECTION 3</b>  | 11. PROPERTY / LAND CLASS INFORMATION  |             |          |                           | 12. ADJOINING PROPERTY WID NO.'s  |  | 13. TARGETED SPECIES               |    |
|   |  | COUNTY      | PROPERTY | LAND CLASS                | ACRES   |  |                                    |    |
|   | A.   |             |          |                           |   | A.   |                                    | F. |
|   | B.   |             |          |                           |   | B.   |                                    | G. |
|   | C.   |             |          |                           |   | C.   |                                    | H. |
|   | D.   |             |          |                           |   | D.   |                                    | I. |
|   | E.   |             |          |                           |   | E.   |                                    | J. |
| STATE   |  | TOTAL ACRES |          |                           |   | <input type="checkbox"/> 14. There are additional targeted species<br><i>(complete and attach WS Form 12 Addendum)</i> |                                    |    |
| <b>SECTION 4</b>  | 15. In consideration of the benefits to be derived from the proper management of damage caused by those species listed in Item 13 (and Item 14 if applicable), I, the undersigned Cooperator or Cooperator's representative, do hereby give my consent and concurrence to the Animal and Plant Health Inspection Service (APHIS) (to include its officials, employees, and agents) to use, upon lands owned, leased, or otherwise controlled by me, and identified by this Work Initiation Document, the following methods and devices (COMPONENTS):   |             |          |                           |   |  |                                    |    |
|   | A.   |             | B.       |                           | C.  |  |                                    |    |
|   | D.   |             | E.       |                           | F.  |  |                                    |    |
|   | <input type="checkbox"/> 16. There are additional methods <i>(complete and attach WS Form 12 Addendum)</i>   |             |          |                           |   |  |                                    |    |
| <b>SECTION 5</b>  | 17. I, the Cooperator or Cooperator's representative, have been informed of the methods and the manner in which the control materials and devices listed in Section 4 will be used, and of the possible hazards associated with their use. I understand that APHIS (to include its officers, employees, and agents) will exercise reasonable precautions to safeguard all persons to prevent injury to animal life other than those listed in Section 3, Item 13 (and Item 14, if applicable); guard against the mishandling of control devices and materials; and exercise due caution and proper judgment in all wildlife damage management operations. I understand that APHIS WS will maintain restricted use pesticide application records on applications made under the Work Initiation Document, and that APHIS WS will provide copies of the records or record information promptly upon the property owner's or cooperator's request. I understand that APHIS WS may collect Global Positioning System (GPS) coordinates at the project site as part of component or activity tracking or as wildlife disease monitoring or research data. As a Lessee, the Cooperator agrees that the lease is current and will remain so while APHIS WS conducts operational activities on the property, and will notify WS if the lease expires or is canceled. The Lessee agrees to notify the landowner about any methods or devices (components) in use by APHIS WS on the property. |             |          |                           |   |  |                                    |    |
| <b>SECTION 6</b>  | 18. In consideration of these understandings and of the benefits to be derived, I, the Cooperator or Cooperator's representative, agree to take reasonable precautions to prevent injury to livestock and other domestic animals; assume responsibility for injury to my property under my control when said injury is not the result of negligence on the part of APHIS; assist in maintaining such warning signs as APHIS may place for the purpose of notifying persons entering onto such lands of the possible hazards associated with wildlife damage management measures in use thereon; and to give adequate warning of these possible hazards to persons I authorize to enter onto such lands. Further, in recognition of the benefits to be derived from the use of specified methods and devices authorized by this Work Initiation Document, I, the cooperator or cooperator's representative, agree not to concurrently use or allow to be used upon lands covered by this Work Initiation Document any toxic material that might reasonably be expected to take a species listed above in Section 3, Item 13 (and Item 14, if applicable), unless such use of said toxicant is agreed to by APHIS in writing.  |             |          |                           |   |  |                                    |    |
| 19. SPECIAL CONSIDERATIONS                              |  |             |          |                           |   |  |                                    |    |
| 20A. LANDOWNER, LESSEE, OR ADMINISTRATOR NAME AND TITLE |  |             |          | 20B. SIGNATURE            |   | 20C. DATE  |                                    |    |
| 21A. APHIS REPRESENTATIVE NAME                          |  |             |          | 21B. SIGNATURE            |   | 21C. DATE  |                                    |    |
| 21D. APHIS REPRESENTATIVE TELEPHONE NUMBER              |  |             |          | 21E. STATE OFFICE ADDRESS |   |  |                                    |    |

## PRIVACY ACT NOTICE

5 U.S.C. 552a(e)(3) requires that each agency that maintains a system of records provide each individual from whom the agency solicits information with the following information.

### AUTHORITY FOR REQUESTING INFORMATION

7 U.S.C. 8351 to 8353, and 16 U.S.C. 667, authorizes officers, agents, and employees of the United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Wildlife Services (WS) to conduct a program of wildlife services and to enter into agreements with States, local jurisdictions, individuals, and public and private agencies, organizations, and institutions for the purpose of conducting such services.

### NATURE OF YOUR DISCLOSURE OF INFORMATION

Disclosure of information solicited by USDA, APHIS, Wildlife Services is voluntary.

### PRINCIPLE PURPOSE FOR WHICH THE INFORMATION IS SOLICITED

Information is solicited from you for the purpose of executing and implementing agreements for control of wildlife damage.

### ROUTINE USES WHICH MAY BE MADE OF THE INFORMATION

- (1) To cooperative Federal, State, Tribal, and local government officials, employees, or contractors and other parties as necessary to carry out the program; and other parties engaged to assist in administering the program. Such contractors and other parties will be bound by the nondisclosure provisions of the Privacy Act. This routine use assists the agency in carrying out the program, and thus is compatible with the purpose for which the records are created and maintained;
- (2) To the appropriate agency, whether Federal, State, local, Tribal, or foreign, charged with responsibility of investigating or prosecuting a violation of law or of enforcing, implementing, or complying with a statute, rule, regulation, or order issued pursuant thereto, of any record within this system when information available indicates a violation or potential violation of law, whether civil, criminal, or regulatory in nature, and either arising by general statute or particular program statute, or by rule, regulation, or court order issued pursuant thereto;
- (3) To the Department of Justice when the agency, or any component thereof, or any employee of the agency in his or her official capacity, or any employee of the agency in his or her individual capacity where the Department of Justice has agreed to represent the employee, or the United States, in litigation, where the agency determines that litigation is likely to affect the agency or any of its components, is a party to litigation or has an interest in such litigation, and the use of such records by the Department of Justice is deemed by the agency to be relevant and necessary to the litigation; provided, however, that in each case, the agency determines that disclosure of the records to the Department of Justice is a use of the information contained in the records that is compatible with the purpose for which the records were collected;
- (4) For use in a proceeding before a court or adjudicative body before which the agency is authorized to appear, when the agency, or any component thereof, or any employee of the agency in his or her official capacity, or any employee of the agency in his or her individual capacity where the agency has agreed to represent the employee, or the United States, where the agency determines that litigation is likely to affect the agency or any of its components, is a party to litigation or has an interest in such litigation, and the agency determines that use of such records is relevant and necessary to the litigation; provided, however, that in each case, the agency determines that disclosure of the records to the court is a use of the information contained in the records that is compatible with the purpose for which the records were collected;
- (5) To appropriate agencies, entities, and persons when the agency suspects or has confirmed that the security or confidentiality of information in the system of records has been compromised; the agency has determined that as a result of the suspected or confirmed compromise, there is a risk of harm to economic or property interests, a risk of identity theft or fraud, or a risk of harm to the security of integrity of this system or other systems or programs (whether maintained by the agency or another agency or entity) that rely upon the compromised information; and the disclosure made to such agencies, entities, and persons is reasonably necessary to assist in connection with the agency's efforts to respond to the suspected or confirmed compromise and prevent, minimize, or remedy such harm;
- (6) To USDA contractors, partner agency employee or contractors, or private industry employed to identify patterns, trends, or anomalies indicative of fraud, waste, or abuse;
- (7) To land management agencies, such as the Bureau of Land Management and the U.S. Fish and Wildlife Service, relating to wildlife damage on grazing allotments;
- (8) To consumer reporting agencies in accordance with 31 U.S.C. 3711(e);
- (9) To Federal, State, Tribal, and local regulatory agencies and their employees and contractors who collaborate with Wildlife Services in implementation of, or agencies that regulate, wildlife management projects or programs, or who have an interest in, or regulate, animal or public health, or national security;
- (10) To Federal or State Government-level representatives of the U.S. Environmental Protection Agency, in compliance with the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) mandate in 7 U.S.C. 136(f, and i thru l), of the location on a cooperator's property where certain regulated pesticide devices are deployed or regulated pesticides are applied; and
- (11) To the National Archives and Records Administration (NARA) or to the General Services Administration for records management inspections conducted under 44 U.S.C. 2904 and 2906.

### EFFECTS OF FAILURE TO FURNISH INFORMATION

Failure to provide the solicited information will not subject you to penalties or adverse consequences.

## **Instructions for Completing WS Form 12A, Work Initiation Document For Wildlife Damage Management**

**NOTE: A WS Form 12A Work Initiation Document (WID) is required to be signed by a Cooperator for all properties worked by Wildlife Services (WS). The WID and the WID agreement in WS Management Information System (MIS) expire 5 years after the Cooperator signature date. To renew a WID agreement for another 5 years, a new WS Form 12A is required to be signed by the Cooperator, and everything on the WID agreement in MIS must match the corresponding items on the WS Form 12A.**

**NOTE: An expanded and detailed set of instructions for the WID is available in MIS. Employees should study the detailed version until familiar with completing the WID.**

### **SECTION 1 – Basic WID Identification and Type**

1. Entering the WID document number is optional. Contact your MIS Data Technician to obtain this number if one is needed.
2. Mark only one box, selecting New (agreement) or Renewal (of existing agreement).
3. A WID may have more than one type of work characteristic. Mark all applicable boxes indicating this WID's type of work.

### **SECTION 2 – Cooperator Information**

4. Enter the name of the Cooperator as it appears on the Cooperative Service Agreement, Cooperative Service Field Agreement, Memorandum of Agreement or Understanding, or as it appears in the Cooperator's business references.
5. Enter the Cooperator's mailing address with street or P.O. box, city, state, and ZIP code. This may be the permanent address, mailing address, home address, or business/office address.
6. Enter the common name of the Cooperator's business, farm, or ranch, if applicable.
7. Enter the Cooperator's telephone number including the area code. It may be a landline or mobile telephone number.
8. Enter the name of the owner or Cooperator's representative if it is different from the Cooperator's name.
9. Enter the property owner's or property owner representative's telephone number including area code.
10. Enter the property owner's address (or property owner representative's work address if this is a business or a non-private agreement), including the ZIP code. If the Cooperator's address in Item 5 is also the owner's address, skip this step.

### **SECTION 3 – Property Information, Location of Work, and Species Being Addressed**

11. In this subsection, record the state and counties for the site(s) where the work is being performed for the cooperator. Include for each property the land class being worked on and the number of acres for the land class. Usually, only one land class can be recorded per property. If there is more than one land class on a property, identify each of them separately (e.g. Property: Smith #1, Land Class Private; Smith #2, Land Class County/City). Record the total acres by summing all entries in the "Acres" column.
12. If the WID allows work on an adjoining property as part of the project, additional WIDs signed by the adjoining landowners/ managers must be obtained. The WID document numbers for the adjoining properties go in this subsection. If WID numbers are not assigned, list the name of the other land owners/managers instead of numbers.
13. List the full common names of the targeted species as found in MIS. Review MIS Reference Files for accuracy.
14. If more than 10 species are targeted, mark this box and list the additional species on WS Form 12 Addendum. The WS Form 12A also requires an original signature. Ensure the WS Form 12 Addendum is attached to this WS Form 12A.

### **SECTION 4 – Component Use Information**

15. List the components that will be used in the project. They must be annotated exactly as they appear in the MIS component list. Do not list any activities (e.g., shooting, trapping, etc.).
16. If more than six methods are entered, mark this box and list the additional methods on WS Form 12 Addendum. The WS Form 12 Addendum also requires an original signature. Ensure the addendum is attached to this WS Form 12A.

### **Section 5 – Work Initiation Considerations, WS Responsibilities**

17. The Cooperator is required to read this section, or alternatively have it read to him/her, before signatures are affixed to the WID.

### **Section 6 – Work Initiation Considerations, Cooperator Responsibilities**

18. The Cooperator is required to read this section, or alternatively have it read to him/her, before signatures are affixed to the WID.
19. **Special Considerations** - If any special considerations are agreed to for this project, enter them in Item 19. They may also be entered in the MIS in the Agreement Remarks or the Property Comments fields.
- 20, 21. **Signatures/Dates** – To complete the form, both the Cooperator's authorized signer and the APHIS Representative (WS employee) print their names, sign in ink, and date the WS Form 12A. The WS employee also enters a contact telephone number and the State Office's address.

The WS employee is responsible for ensuring the Cooperator or authorized representative receives a copy of the WS Privacy Act Notice.

**UNITED STATES DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE  
WILDLIFE SERVICES**

**ADDENDUM TO A  
WORK INITIATION DOCUMENT**

**INSTRUCTIONS**

1. In Items 1-3, enter the number of the Work Initiation Document for which this addendum is completed, as well as the agreement name and county located.
2. In Items 4-6, enter the Cooperator's name and telephone number, and the date the addendum is prepared.
3. In Items 7 and 8, enter the additional species that will be addressed and additional components to be used.
4. In Items 9 and 10, enter the Cooperator's and WS Employee's signatures and dates signed.
5. Attach to and distribute with the WS Form 12A or 12B work initiation document.

|                                 |                     |                      |
|---------------------------------|---------------------|----------------------|
| 1. WORK INITIATION DOCUMENT NO. | 2. AGREEMENT NAME   | 3. COUNTY            |
| 4. COOPERATOR NAME              | 5. TELEPHONE NUMBER | 6. DATE (MM DD YYYY) |

|                                |    |     |
|--------------------------------|----|-----|
| 7. ADDITIONAL TARGETED SPECIES |    |     |
| K.                             | S. | AA. |
| L.                             | T. | BB. |
| M.                             | U. | CC. |
| N.                             | V. | DD. |
| O.                             | W. | EE. |
| P.                             | X. | FF. |
| Q.                             | Y. | GG. |
| R.                             | Z. | HH. |

|                                     |    |     |
|-------------------------------------|----|-----|
| 8. ADDITIONAL COMPONENTS TO BE USED |    |     |
| G.                                  | O. | W.  |
| H.                                  | P. | X.  |
| I.                                  | Q. | Y.  |
| J.                                  | R. | Z.  |
| K.                                  | S. | AA. |
| L.                                  | T. | BB. |
| M.                                  | U. | CC. |
| N.                                  | V. | DD. |

|   |           |
|---|-----------|
| 9A. LANDOWNER, LESSEE, OR ADMINISTRATOR SIGNATURE | 9B. DATE  |
| 10A. APHIS WS REPRESENTATIVE SIGNATURE            | 10B. DATE |



**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** January 26, 2026

**TO:** President Mark Aliff and Members of City Council

**CC:** Mayor Heather Graham

**VIA:** Marisa Stoller, City Clerk

**FROM:** Steven Meier, Director of Parks and Recreation

**SUBJECT:** AN ORDINANCE ENTERING INTO AN MOU WITH THE PALMER LAND CONSERVANCY TO SUPPORT COMMUNITY RESOURCES THROUGH THE GREAT OUTDOORS COLORADO TRUST FUND

**SUMMARY:**

This MOU would allow the City to partner with the Palmer Land Conservancy to receive advance payments and reimbursements covering services for Pueblo youth and families to enjoy outdoor spaces.

**PREVIOUS COUNCIL ACTION:**

None.

**BACKGROUND:**

The Great Outdoors Colorado Trust funding would support an additional part-time Park Ranger and additional free days at Pueblo Parks and Recreation swimming pools.

**FINANCIAL IMPLICATIONS:**

This MOU would allow for additional funding for Pueblo Parks and Recreation initiatives without additional expenses for the City.

**BOARD/COMMISSION RECOMMENDATION:**

Not applicable to this Ordinance.

**STAKEHOLDER PROCESS:**

Not applicable to this Ordinance.

**ALTERNATIVES:**

Reject partnership with Palmer Land Conservancy and use of Great Outdoors Colorado Generation Wild funding.

**RECOMMENDATION:**

Approval of the Ordinance.

**ATTACHMENTS:**

1. MOU Pueblo Parks and Recreation Gen Wild

ORDINANCE NO. 11115

AN ORDINANCE ENTERING INTO AN MOU WITH THE PALMER LAND CONSERVANCY TO SUPPORT COMMUNITY RESOURCES THROUGH THE GREAT OUTDOORS COLORADO TRUST FUND

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

SECTION 1.

The MOU effective January 31, 2026 between the City of Pueblo, a Colorado Municipal Corporation, and the Palmer Land Conservancy, a Colorado nonprofit organization, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

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

SECTION 3.

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

**Action by City Council:**

Introduced and initial adoption of Ordinance by City Council on January 12, 2026.

Final adoption of Ordinance by City Council on January 26, 2026.

DocuSigned by:  
*Mark Aliff*  
B7A4F51823AB462...  
\_\_\_\_\_  
President of City Council

**Action by the Mayor:**

Approved on 01/27/2026.

Disapproved on \_\_\_\_\_ based on the following objections:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed by:  
*Heather Graham*  
3A85950B7BCA462...

\_\_\_\_\_  
Mayor

**Action by City Council After Disapproval by the Mayor:**

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

Ordinance re-adopted on a vote of \_\_\_\_\_, on \_\_\_\_\_

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

\_\_\_\_\_  
President of City Council

ATTEST

DocuSigned by:  
*WJSH*  
7C02EBDFFC3D43C...

\_\_\_\_\_  
City Clerk

Memorandum of Understanding between  
**Palmer Land Conservancy**  
and **City of Pueblo Parks and Recreation**

This Memorandum Of Understanding (the “MOU”) is entered into this ----<sup>th</sup> day of ---- 2025, between Palmer Land Conservancy (“Palmer”), a non-profit organization, established under the laws of the United States of America with its principal place of business at 102 South Tejon Street, Colorado Springs, CO, USA, represented by Nissa Steinhour, Chief Operating Officer; and **City of Pueblo, A Municipal Corporation, Department of Parks and Recreation** (“Partner”) with its principal place of business at 800 Goodnight Avenue, Pueblo, CO, USA, represented by Steven Meier, Department of Parks and Recreation; hereinafter referred to collectively as the “Parties” and individually, a “Party”.

**I. RECITALS**

WHEREAS, Palmer’s mission has as its principal objective to protect southern Colorado's lands for present and future generations;

WHEREAS as part of a Great Outdoors Colorado Generation Wild Planning award Palmer and partner organizations of the Generation Wild of the Pueblo Region (“Coalition”) will engage in programs to support youth and families in the outdoors; and

WHEREAS the Coalition applied for an implementation grant to fund coalition programming; and

WHEREAS the Coalition intends to utilize the funding to execute the proposal outlined in the implementation grant application;

WHEREAS, Palmer has been selected to serve as the Fiscal Agent for the Coalition in order to provide financial management, compliance and reporting services to ensure the coalition meets all grant and audit requirements;

Now Therefore it is mutually agreed between the parties as follows:

1. Palmer and Partner organization commit to fulfilling the terms of the Generation Wild of the Pueblo Region project and the grant to the best of our ability.
2. This MOU is subject to the terms in the Grant Agreement, Contract number 26887, between Palmer Land Conservancy and the State Board of the Great Outdoors Colorado Trust Fund.

**II. OBJECTIVES**

Through this MOU, the Parties have as their objective to formalize a mutual collaboration, with the ultimate purpose of delivering programs, resources, and community-driven strategies that make it easier for youth and families to build lasting relationships with nature, right where they live as outlined in the Generation Wild of Pueblo Application.

Palmer and City of Pueblo will collaborate and cooperate to accomplish the following tasks and deliverables:

### **III. RESPONSIBILITIES OF PALMER**

Palmer will be responsible for collaborating with the Backbone Organization and funded Coalition partners to:

- a. Track and manage all Coalition-related grant funds.
- b. Submit required financial reports to GOCO and other funders.
- c. Distribute funds to eligible program partners within 30 days of receiving disbursements, provided all MOU and agreement requirements are met.
- d. Work with the Nature and Wildlife Discovery Center (Backbone Organization) to review funding allocations each year prior to dispersing advance payments for years 2-5 in order to ensure compliance with all expectations and responsibilities for participation in the Gen Wild Coalition.

Palmer will support the completion and submission of three financial reporting milestones per year, in partnership with the Backbone Organization and program partners:

1. Advance Payment Request – Includes projected work plans and budgets
2. Mid-Year Report – Top three expense categories
3. Year-End Reconciliation – Actual expenditures, receipts, and required documentation

Palmer, as part of the Core Team, will jointly determine whether advanced funds will be distributed monthly, quarterly, or as a single disbursement, based on partner needs and operational capacity.

### **IV. RESPONSIBILITIES OF PARTNER**

PARTNER will be responsible for:

- a. Submitting an invoice for the agreed upon advance payment request.
- b. Provide Palmer with all necessary documentation, reporting and financial records to inform required reports for GOCO at least four weeks in advance of any due date for GOCO.
- c. Using its best efforts to complete the Program Deliverables in a timely fashion and consistent with this Agreement described in the Project Application and the Project Summary.
- d. Provide Palmer with any material modifications to the outlined deliverables, expected financial outlay or funding priorities in writing as soon as they are deemed necessary.
- e. Program Deliverables: City of Pueblo Parks and Recreation will use requested funds to cover operational costs to provide additional free days to families at swimming pools in the targeted Y-Zone. The funds will enable Pueblo Parks and

Recreation to hire a part-time City of Pueblo Park Ranger dedicated to enhancing safety and accessibility in our outdoor spaces. The Ranger will conduct regular patrols prior to a GenWild coalition event or programs, offer assistance and guidance to visitors, and serve as a visible point of contact for any concerns.

**V. PRINCIPAL CONTACTS**

The principal contacts for each of the Parties will be:

**For Palmer:**

Nissa Steinhour  
Chief Operating Officer  
102 S. Tejon St., Ste 920, Colorado Springs, CO  
(719) 399-2402  
nissa@palmerland.org

**For City of Pueblo:**

Steven Meier  
Director, Parks and Recreation  
800 Goodnight Avenue  
Pueblo, CO 81005  
[smeier@pueblo.us](mailto:smeier@pueblo.us)

with copy to:

City Attorney  
Law Department  
1 City Hall Place  
Pueblo, CO 81003

These principal contacts may be changed at any time by means of advance notice to the other Party.

**VI. TERM**

This MOU will begin on the date of the final signature and will remain in full force and effect until December 31, 2030, (“Expiration Date”), or until terminated, whichever occurs first. Any extension beyond the Expiration Date must be in writing and signed by the Parties before the Expiration Date.

**VII. LEGAL AND REGULATORY COMPLIANCE**

The Parties agree to comply with all applicable local, state, and federal laws and regulations governing the subject matter of this MOU.

**VIII. TERMINATION**

Either Party will have the right to cancel this MOU by giving 30 (thirty) days written notice to the other Party of intent to terminate. Upon receipt of the termination notice, the other Party

will take all necessary action to cancel outstanding commitments relating to the work under this MOU.

#### **IX. CONFIDENTIALITY**

During the course of the performance of this MOU, the Parties may have access to materials, data, strategies, systems or other information relating to the other Party and its programs which is intended for internal use only. Any such information shall not be used, published or divulged to any individual or corporation, in any manner or for whatever purpose, except through the Party's written permission, or as required pursuant to law, regulation, or court order, including the Colorado Open Records Act.

#### **X. OTHER PARTNERS**

This MOU does not preclude the Parties from establishing similar agreements and/or contracts with other individuals, corporations, agencies, and public or private organizations. The Parties recognize the importance of continuing to cooperate and work with other partners in programs of mutual interest and to be able to, by means of a written document signed by both Parties, invite other partners to participate in the activities implemented under this MOU.

#### **XI. NO JOINT VENTURE**

The Parties agree that they are not entering into a legal partnership, joint venture or other such business arrangement, nor is the purpose of the Parties to enter into a commercial undertaking for monetary gain. Neither Party will refer to or treat the arrangements under this MOU as a legal partnership or take any action inconsistent with such intention.

#### **XII. DISPUTE RESOLUTION**

The Parties hereby agree that, in the event of any dispute relating to this MOU, they shall first seek to resolve the dispute through informal discussions. If a dispute cannot be resolved informally within sixty (60) consecutive working days, the Parties agree to terminate this MOU. This MOU and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Colorado.

#### **XIII. RESPONSIBILITY**

Each Party shall be solely responsible for the actions and/or omissions carried out by its own employees, agents, and representatives involved in the implementation of the objective of this MOU, accepting responsibility for the repair of any possible damage caused in the execution of this MOU, whether to the other Party, or to third parties. Nothing herein shall be construed as creating joint or several liability between the parties. This MOU is not intended, nor shall it be construed, to create, affect, or extend the legal responsibilities or liabilities of the parties hereto except as expressly stated herein, nor to create or extend any legal rights or remedies whatsoever to or for the benefit of any other person or entity.

#### **XIV. ASSIGNMENT**

Neither Party may assign or transfer rights and obligations under this MOU without the prior

written consent of the other Party.

**XV. COMPLIANCE WITH LAWS**

The Parties will observe all the applicable laws and regulations during the execution of the work implemented under the provisions of this MOU.

**XVI. SEVERABILITY**

If any provision of this MOU is held invalid, the other provisions herein shall not be affected thereby.

**XVII. ENTIRETY**

This MOU, including any attachments, embodies the entire and complete agreement and understanding between the Parties, and any amendment to this MOU will only be valid if in writing and signed by both Parties.

IN WITNESS WHEREOF, the Parties execute this Memorandum of Understanding in duplicate, effective as of the last date written below.

**FOR Palmer Land Conservancy**

**FOR City of Pueblo Parks and Recreation**

\_\_\_\_\_  
Nissa Steinhour  
Chief Operating Officer

\_\_\_\_\_  
Heather Graham  
Mayor  
City of Pueblo

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** January 26, 2026

**TO:** President Mark Aliff and Members of City Council

**CC:** Mayor Heather Graham

**VIA:** Marisa Stoller, City Clerk

**FROM:** Carla Sikes, City Attorney

**SUBJECT:** AN ORDINANCE APPROVING A MANAGEMENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE PUEBLO ZOOLOGICAL SOCIETY, A COLORADO NONPROFIT CORPORATION FOR THE MANAGEMENT AND OPERATION OF THE PUEBLO ZOO

**SUMMARY:**

Attached is an Ordinance approving and authorizing the Mayor to execute a management agreement with the Pueblo Zoological Society (“Society”) for the management and operation of the Pueblo Zoo.

**PREVIOUS COUNCIL ACTION:**

On November 23, 1998, by Resolution No. 8570, City Council approved a Management Agreement with the Pueblo Zoological Society for the management and operation of the Pueblo Zoo. On July 14, 2003, by Resolution No. 9898, City Council approved the first extension of the Management Agreement. On July 29, 2013, City Council approved a second extension of the agreement and then on December 26, 2018, by Resolution No. 14127, City Council approved the third extension of the original Management Agreement.

**BACKGROUND:**

The City owns the real property on which the Pueblo Zoo is situated along with all the capital improvements and fixtures on such property. Since at least 1998, the City has contracted with the Pueblo Zoological Society for the management and operation of the Pueblo Zoo. The parties desire to continue this mutually beneficial relationship. The proposed Agreement is for five (5) years from January 1, 2026 to December 31, 2030, unless sooner terminated by the parties. Thereafter, the Society may exercise two (2) five (5) year renewal options.

The management fee paid to the Society is subject to annual review and appropriations

by City Council. The Management Agreement provides for payment to the Society in 2026 of \$944,000 to be used by the Society to operate, maintain, promote, and manage the Zoo and fulfill its obligations under the terms and conditions of the Agreement. This amount will be paid monthly in twelve equal installments. The amount paid by the City to the Society is only a portion of the money necessary to operate the Zoo. It is expected that the Society will aggressively fundraise seeking grants, gifts, endowments and other donations to sustain the Zoo. In addition, the Society may charge for admission, special events, and programs the funds from which are also expected to be used to fulfill the Society's obligations under the Management Agreement.

**FINANCIAL IMPLICATIONS:**

A management fee of \$944,000 will be paid to the Society in 2026 from the General Fund.

**BOARD/COMMISSION RECOMMENDATION:**

Not applicable to this Ordinance.

**STAKEHOLDER PROCESS:**

Not applicable to this Ordinance.

**ALTERNATIVES:**

If this Ordinance is not approved, it is unlikely the Society will be able to sustain the operation of the Zoo.

**RECOMMENDATION:**

Approve the Ordinance.

**ATTACHMENTS:**

1. 2026 Zoo Management Agreement
2. Map of Zoo Boundary Exhibit to Management Agreement

ORDINANCE NO. 11116

AN ORDINANCE APPROVING A MANAGEMENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE PUEBLO ZOOLOGICAL SOCIETY, A COLORADO NONPROFIT CORPORATION FOR THE MANAGEMENT AND OPERATION OF THE PUEBLO ZOO

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

SECTION 1.

The Management Agreement effective January 1, 2026 between the City of Pueblo, a Colorado Municipal Corporation and Pueblo Zoological Society, a Colorado nonprofit corporation, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved. The Mayor is authorized to execute and deliver the Management Agreement in the name of the City and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 2.

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


SECTION 3.

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

**Action by City Council:**

Introduced and initial adoption of Ordinance by City Council on January 12, 2026.

Final adoption of Ordinance by City Council on January 26, 2026.

DocuSigned by:  
  
B7A4F51823AB462  
\_\_\_\_\_  
President of City Council

**Action by the Mayor:**

Approved on 01/27/2026.

Disapproved on \_\_\_\_\_ based on the following objections:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed by:  
*Heather Graham*  
3A85950B7BCA462...

\_\_\_\_\_  
Mayor

**Action by City Council After Disapproval by the Mayor:**

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

Ordinance re-adopted on a vote of \_\_\_\_\_, on \_\_\_\_\_

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

\_\_\_\_\_  
President of City Council

ATTEST

DocuSigned by:  
*WJSH*  
7C02EBDFFC3D43C...

\_\_\_\_\_  
City Clerk

CITY OF PUEBLO  
ZOO MANAGEMENT AGREEMENT

THIS MANAGEMENT AGREEMENT entered into as of the date last signed below by and between the City of Pueblo, a Colorado municipal corporation, hereinafter referred to as the "City", and the Pueblo Zoological Society, a Colorado nonprofit corporation, hereinafter referred to as the "Society".

WITNESSETH:

WHEREAS, the City now owns a Zoo open to the public and located on the premises commonly known as Pueblo City Park, Pueblo, Colorado, and

WHEREAS, the Society is a nonprofit corporation having as its members citizens of the City of Pueblo, Colorado, who are dedicated to the preservation and development of the Zoo, and

WHEREAS, the Society possesses the qualifications to operate, manage, maintain and promote the Zoo, and

WHEREAS, City and Society entered into the City of Pueblo Zoo Management Agreement dated as of September 1, 1989, as extended by three Extension Agreements dated as of July 14, 2003, July 29, 2013, and December 31, 2018, and modified by a Modification Agreement dated as of April 10, 2006, and

WHEREAS, the Society and the City are desirous of entering into a renewed agreement to supersede all previous agreements and pursuant to which the Society will continue to assume responsibility for the management, promotion, operation and maintenance of the Zoo, and

WHEREAS, the Society and the City remain desirous of operating the Zoo and in the continued growth and improvement of the Zoo in a manner which is in the best interests of the citizens of the City.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises herein contained, the City and Society agree as follows:

**Definitions.**

1. As used herein, the following words and phrases shall have the following meaning:
  - (a) "Zoo" means the real property owned by the City as shown on the attached Exhibit "A" and improvements thereon.

**Appointment and Term.**

2. City hereby appoints and retains Society subject to and upon the terms and

conditions herein set forth, as an independent contractor, to operate, manage, maintain and promote the Zoo for a term of five (5) years from January 1, 2026 to December 31, 2030, unless sooner terminated as herein provided. Society does hereby accept such appointment and agrees to perform all functions and obligations on its part to be performed under this Agreement in compliance with this Agreement and all applicable laws, ordinances, regulations and resolutions now in effect or hereafter enacted.

3. If Society is not in default hereunder, Society may exercise two (2) five (5) year renewal options (“Extended Term”) by providing the City written notice of its intent to exercise its option no later than one hundred eighty (180) days before the end of the then current Term or Extended Term.

**Society Obligations.**

4. City does hereby delegates to Society the authority to perform, and Society agrees that during the term of this Agreement it shall perform the following functions:

(a) Operate the Zoo as a public zoo for the use and benefit of the City and the general public.

(b) Manage and control all Zoo exhibits.

(c) Designate the special uses to which the Zoo grounds and facilities may be put including the authority to schedule all events at the Zoo by individuals or community groups, including but not limited to educational classes, lectures, fundraising events, and community outreach functions. This authority is subject to modification by City Council by resolution.

(d) Operate Zoo admissions and offer zoo memberships, including authority to charge reasonable fees and admission charges.

(e) Operate a gift shop on the premises for the benefit of the public and be responsible for all purchasing, promoting, sales, and inventory management related to the same.

(f) Provide concessions for the benefit of the public, including but not limited to:

- i. a seasonal café,
- ii. vending machine concessions through contracts with third party vendors to supply year-round snack and entertainment options (i.e. beverages, candy, ice cream, photo booth, etc.), and
- iii. contracts with other food vendors such as food trucks and caterers as needed for special events or high-volume days.

(g) Recruit, hire, employ, and train sufficient personnel reasonably necessary and required to perform Society's duties, functions and responsibilities under this Agreement.

(h) Recruit and train volunteers to assist in educational programming, events,

and grounds upkeep and maintain proper insurance to cover the same for accidents and injuries.

(i) Obtain all necessary licenses, accreditations and permits for the operation of the Zoo.

(j) Solicit financial contributions from the general public, private foundations and other sources.

(k) Provide daily custodial services for the entirety of the Zoo’s grounds.

(l) Regularly perform routine maintenance and repairs to the plumbing, electrical, and HVAC systems located on the Zoo grounds.

(m) Weed, water, and maintain all flower beds, lawn areas, and vegetation for the entirety of the Zoo’s grounds.

(n) Maintain all public walkways, restrooms, picnic areas, common areas, and other public areas.

(o) Maintain all animal exhibits in good repair including but not limited to maintaining exhibit and guest fences.

(p) Maintain all staff and employee areas including but not limited to walkways and roads.

(q) Promptly notify the City, through the Director of Parks and Recreation Department, of any damage to, destruction, breakdown or failure of any building, facility, exterior fence, improvement or part thereof. Such notification shall be by phone and e-mail and provide at a minimum:

- i. the date of the damage, breakdown, or failure occurred,
- ii. a description of how the damage, breakdown or failure occurred,
- iii. the immediate action taken to protect the property,
- iv. any invoices or estimates for repair, and
- v. any other information deemed relevant.

The Zoo shall provide whatever additional information and assistance requested by the City to assess and evaluate the damage, destruction, or breakdown, and to the extent required by this Agreement, repair the same.

(r) At Society’s option, to sell or dispense alcoholic beverages within the Zoo in accordance and in compliance with all applicable state and City laws, rules, and regulations including, without limitation, Chapter 3 of title XI of the Pueblo Municipal Code after obtaining liability insurance for such activity meeting the requirements of Paragraph 15 hereof.

## **City Obligations.**

5. The City agrees, subject to available funds being appropriated and budgeted for such functions, that during the term of this Agreement, it shall perform the following functions:

- (a) Provide all police and fire protection to the Zoo.
- (b) Maintain and repair the exterior perimeter fence to ensure it is secure and keeping it clear of major vegetation and trees that have a trunk greater than 3 inches in diameter at one foot above ground.
- (c) Subject to appropriation of funds by City Council, replace or repair, as necessary, all buildings, facilities, zoo boundary perimeter fences (except exterior gates and all exhibit, interior, and guest fences are the responsibility of the Zoo), or other existing capital improvements on the Zoo grounds. Replacement or repair of any existing capital improvements on the Zoo grounds shall be determined on a case-by-case basis after considering the most recent capital needs report and all attendant circumstances.
- (d) Subject to appropriation of funds by City Council and available staffing, maintain, prune, and remove trees within the interior of the Zoo grounds. Whether available City staffing exists to perform this provision shall be within the sole and absolute discretion of the Director of Parks and Recreation.
- (e) Regularly inspect and assess all capital improvements on Zoo grounds at least every two years, including but not limited to buildings and facilities to develop a regular maintenance and repair schedule.
- (f) Subject to available funds or appropriation of funds by City Council, share in the cost of major repairs (repairs costing \$5,000 or more) to all capital improvements on Zoo grounds. The City's contribution, if any, shall be determined on a case-by-case basis after considering the most recent capital needs report and all attendant circumstances.
- (g) Permit Society to use the equipment, accessories, parts, furniture, tools and vehicles which are presently used by Society and located at the Zoo (the "City's personal property"). Such usage shall be at no cost to the Society but the Society shall be obligated at all times to maintain City's personal property in operating condition and to exercise reasonable care during such usage. On or before December 31 each year, Society shall provide for City's approval a written list and inventory of City's personal property used by Society. The list shall detail any property damaged or sold and whether the property was, or will be replaced.
- (g) Subject to appropriation of funds by City Council and availability of staff, maintain and repair the shared parking lot adjacent to the Zoo including performing snow removal. Whether available City staffing exists to perform this provision shall be within the sole and absolute discretion of the Director of Parks and Recreation.
- (h) May permit Society to obtain gasoline for City's personal property from

storage facilities, if any, located within the Pueblo City Park and to have City's personal property repaired and maintained by City's Fleet Maintenance Department. The cost of such gasoline, maintenance and repairs will be billed to and paid by Society within thirty (30) days after date of billing.

**Finance and Accounting.**

6. It is the intent of the parties hereto that a high-quality Zoo continue to be maintained and operated by Society for the recreational enjoyment of all the citizens of the City. In furtherance of this intent, the City agrees to appropriate and provide annually such sums as the City Council may in its sole discretion deem proper to operate, maintain, promote and manage the Zoo and fulfill its obligations under the terms and conditions of this Agreement. Funds appropriated annually to the Zoo by the City will be expended by the Society for the purposes indicated in the approved budget and consistent with this Agreement. Each month commencing with the month of January 2026, City will disburse to Society one-twelfth (1/12th) of the annual appropriation. Admission charges or fees or other funds received by Society in excess of receipts shown on the approved budget will not result in a reduction in disbursement of City's appropriated and approved funds.

7. The Society shall keep separate records of all gifts, endowments, requests or devises to the Society, together with income therefrom, and disburse said funds by traceable means such as online payments, credit card or bank checks authorized by its duly authorized officer or agent for the operation, management, promotion and maintenance of the Zoo unless such expenditures are inconsistent with the duties and obligations of the Society toward the donors of such gifts, bequests, endowments or devises.

8. The Society shall maintain proper books of account of all its monies and properties, shall make an annual report to the City Council and the Mayor of its accounts and expenditures, and shall submit itself and its books and records to whatever inspection, audit or check the City Council or Mayor may desire from time to time.

9. Annually, as requested by the City, the Society shall submit to the City Council and the Mayor for approval a proposed Zoo budget for the following calendar year. Each proposed Zoo budget shall include all projected and available funds, including unexpended balances from prior years, and revenues as well as anticipated expenditures and conform to City budget procedures.

10. All monies and funds received by the Society either from the operation of the Zoo or concessions thereon, including admission charges or fees, or from the City, or from grants, contributions, gifts or donations (except those restricted in their use to purposes inconsistent herewith), shall be the separate property of Society and be used exclusively for the operation, management, promotion and maintenance of the Zoo for the benefit of the general public.

**Termination.**

11. This Agreement may be terminated at any time by mutual agreement, or by either

party under circumstances and conditions as follows:

(a) If either party is in default hereunder, the nondefaulting party may give written notice to the defaulting party specifying the default, and if such default shall continue for 35 days after receipt of such notice (unless such default cannot with due diligence be wholly cured within said 35- day period, in which case the defaulting party shall have such longer period as shall be necessary to cure the default, so long as the defaulting party proceeds promptly to cure the default within such 35-day period, prosecutes the cure to completion with due diligence, and advises the nondefaulting party from time to time, of the actions taken and progress made) the nondefaulting party may terminate this Agreement upon seven (7) days prior written notice.

(b) The City may terminate this Agreement at any time for any reason by first giving the Society notice in writing, served by mail or otherwise, notifying the Society that such action is contemplated by the City, and setting forth its specific reasons for the proposed termination of this Agreement. The Society shall be given an opportunity to be heard on the matter by the City Council before such action is taken, if the Society so desires. If terminated by the City, the Society shall, as soon as the City is prepared to accept the management and control of the Zoo, but in no event later than three hundred sixty (360) days after the date of written notice, quit and surrender said Zoo, exhibits and personal property to the City.

(c) The Society may cancel and terminate this Agreement at any time for any reason after providing no less than three hundred sixty (360) days prior written notice to the City.

(d) In the event of the termination of this Agreement, all exhibits, animals (other than leased animals) collections, equipment, supplies and property of all kinds owned by the City or purchased in whole or in part by Society with City funds or nonrestricted gifts, contributions or grants received by Society during the term of this Agreement or the 1990 and 1993 Agreements, and in possession or control of the Society shall be delivered to the City. All exhibits, animals, collections, equipment, supplies or property purchased by Society from funds other than those described in the previous sentence, shall be first offered to the City for purchase prior to any other use or disposition of the same by Society. All improvements to the Zoo whether made at Society's expense or at the City's expense shall become on the date of termination the property of the City. All funds and monies in possession of the Society shall be delivered to the City, except such trust funds of Society which must be disbursed by the Society consistent with the duties and obligations of the Society toward the donors of such funds or monies.

(e) In the event of the termination of this Agreement, the parties hereto shall cooperate to ensure all animals loaned or leased to Society by partner zoos or the Association of Zoos and Aquariums (“AZA”) are either returned to the owning organization or new agreements regarding the animals’ custody and care are executed. The parties will cooperate to care for such animals during the termination process.

(f) Upon expiration of the term of this Agreement or any Extended Term, the Society shall quit and surrender the Zoo and deliver to City all exhibits, funds, monies and property in accordance with the provisions of paragraph 10(d) within sixty (60) days or such other

mutually agreed upon timeframe.

### **Facilities, Maintenance, and Capital Improvements.**

12. If Society makes any minor change, alternation or improvement to the Zoo, exclusive of regular maintenance, Society shall give written notice thereof to the City (Director of Parks and Recreation) at least annually. Society shall not make any change, alternation or improvement to the Zoo having a cost of \$25,000.00 or more without prior written approval of the City. It is the intent of the parties to work together on capital improvement projects and in identifying sources of revenues, both public and private. The City agrees to review all capital improvement projects recommended by the Society and further agrees that in the event any proposed capital improvement project is to be financed solely by Society from private funds, approval of such projects by the City shall not be unreasonably withheld.

13. The Society shall hereby have custody and control of all animals presently on exhibit at the Zoo. Said custody and control shall continue for the effective term of this Agreement. The Society agrees that it will treat, keep and care for said animals, in accordance with the highest standards applicable to up-to-date and modern zoos to the best of its ability. The Society shall have the authority to sell or trade animals for the sole purpose of improving the exhibits at the Zoo. The Society shall provide all care and maintenance for the animals and exhibit equipment at its expense. In addition, the Society shall maintain a high standard of Zoo operations which comports with the requirements of accreditation under the Standards of the American Zoo and Aquarium Association, and in the interest of public health and safety.

14. As a means of fostering communication and cooperation between the City and the Society, the Society may schedule periodic appearances before the City Council at work sessions to discuss matters concerning the Zoo. In addition, the City shall appoint two board members with full voting rights, and may appoint an additional two ex-officio non-voting board members to the Zoo's Board of Directors consistent with paragraph 23 of this Agreement. The voting members appointed by the City shall not be employed with the City's Department of Parks and Recreation.. Society agrees and understands that its operation and maintenance of the Zoo is under the general administration of the Director of Parks and Recreation and in order to comply with City Charter provisions 13-2 and 13-3, the Society shall meet with the Director of Parks and Recreation at least twice a year to review the Society's operation, maintenance and administration of the Zoo.

15. The City shall at all times have access to all parts of the Zoo, though Society may require City's access to be accompanied by Zoo personnel in animal areas, where appropriate. The Society is authorized to enforce City ordinances, rules and regulations (except those criminal in nature) affecting public use of the Zoo as may be necessary to ensure an orderly operation in the interest of public health and safety and the health and safety of the Zoo animals.

### **Insurance and Indemnification.**

16. Society shall maintain general liability, automobile liability, and worker's compensation insurance policies meeting the minimum requirements below:

(a) Commercial General Liability Insurance. Society 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 Society 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 Zoo under the provisions of the agreement. The policy shall also provide coverage for contractual liability assumed by Zoo under the provisions of the agreement, and "Completed Operations and Projects Liability" coverage.

(b) Comprehensive Automobile Liability Insurance. Society shall procure and maintain during the period of the agreement and for such additional time 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 Society 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 Society.

(c) Workers' Compensation Insurance. Worker's 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. If any licensed professionals are engaged in the performance of Society's obligations under this Agreement, professional liability insurance with coverage of not less than \$1,000,000 must be provided in a form and with a deductible acceptable to the City.

17. Society forever releases and waives any and all claims, known and unknown, presently existing or arising in the future, and any suit or action in law or equity against City and its officers, employees, agents, and independent contractors ("Released Parties") in any court or tribunal, based on tort, statute, violation of civil rights, or any other legal theory, for any physical injury, psychological injury, death, property damage, or loss that Society may suffer, related to or caused by the Released Parties which are in any way related to the Zoo, or any vehicle, object, thing, or activity in any building or facility owned, operated, or controlled by the Released Parties; provided, however, that the foregoing release and waiver shall not apply to claims arising out of or relating to the Released Parties' gross negligence, willful misconduct or breach of this Agreement.

18. Society shall not file, pursue, or prosecute any suit, action, or proceeding, in law

or in equity, in any court or tribunal, against the Released Parties, based on tort, statute, violation of civil rights, or any other legal theory, for any physical injury, psychological injury, death, property damage, or loss that Society may suffer related to or caused by the Released Parties which are in any way related to the Zoo or any vehicle, object, thing, or activity in any building or facility owned, operated, or controlled by the Released Parties; provided, however, that the foregoing covenant shall not apply to claims arising out of or relating to the Released Parties' gross negligence, willful misconduct or breach of this Agreement.

19. Society shall indemnify, defend, and hold harmless the Released Parties against any liability for any damages, attorneys fees, and restitution that may be imposed by any court or tribunal in any suit, action, or proceeding in law or equity filed by any person or entity based on tort, statute, violation of civil rights, or any other legal theory, for any physical injury, psychological injury, death, property damage, or loss that Society may suffer, related to or caused by the Released Parties which are in any way related to the Zoo or this Agreement, or any vehicle, object, thing, or activity in any building or facility owned, operated, or controlled by the Released Parties; except to the extent such liability arises out of or relates to the Released Parties' gross negligence, willful misconduct or breach of this Agreement.

20. The City shall maintain its present levels of property insurance coverage relating to the Zoo during the term of this Agreement.

**Contact Persons and Notices.**

21. Society shall designate two people (the primary contact and an alternate) responsible for performance of this contract. The names, addresses, and telephone numbers of such person(s) shall be provided to the City and shall be kept current at all times.

22. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if hand-delivered or sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given at the following address or at such other address as may be subsequently furnished in writing to the other party:

If to City:

Mayor  
City of Pueblo  
1 City Hall Place  
Pueblo, Colorado 81003

With an additional copy to:

City Attorney  
City of Pueblo  
1 City Hall Place  
Pueblo, Colorado 81003

Parks Director  
City of Pueblo  
1 City Hall Place  
Pueblo, Colorado 81003

If to Society:

Executive Director  
Pueblo Zoological Society  
3455 Nuckolls  
Pueblo, Colorado 81005,

**Miscellaneous.**

23. The Society is managed by a Board of Directors consisting of 12-15 board members of which two shall be appointed by the City. In addition, the City may appoint an additional two ex-officio board members. The City appointed board members shall serve pursuant to the terms and conditions of the Society's Bylaws. Society shall effect this provision within six (6) months of the execution of this Agreement.

24. The Society is prohibited from assigning this Agreement to any third persons without the prior consent of the City. Any assignment without the consent of the City shall be void.

25. All functions and activities with respect to the administration and operation of the Zoo not specifically delegated to Society by this Agreement are reserved and retained by the City.

26. The relationship of the Society to the City is that of an independent contractor. No agent, employee or subcontractor of Society shall be or be deemed to be an agent, employee or subcontractor of the City. Society shall be solely and entirely responsible for its acts and omissions and the acts and omissions of its agents, employees and subcontractors. The Society shall indemnify, save and hold harmless City, its officers, employees and agents, against any and all claims, damages, liability and awards, including costs, expenses, expert witness fees and attorney fees incurred as a result of any act or omission by Society, or its employees, agents or subcontractors.

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

28. Society covenants and agrees that no person on the grounds of race, creed, color, national origin, sex, sexual orientation, age, marital status, or mental or physical disability, shall be excluded from employment or application for employment, or from participation in, or denied the benefit of or be otherwise subject to discrimination in the use of the Zoo or the furnishing of

services thereon.

29. In the event of any litigation arising out of this Agreement, the court shall award to the prevailing party all reasonable costs and expenses, including attorney fees.

30. If any provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, the unaffected provisions hereof shall remain in full force and effect.

31. This Agreement sets forth the entire understanding between City and Society. No charge, modification or amendment shall be valid or enforceable unless set forth in writing and signed by City and Society.

32. This Agreement shall be governed by the laws of the State of Colorado and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and approved assigns.

33. This Agreement supersedes the City of Pueblo Zoo Management Agreement entered into on September 1, 1998, as amended and modified, between City and Society (the "1998 Agreement") and all subsequent amendments shall terminate and any remaining obligations under previous agreements shall be considered merged into the current Agreement.

34. No Multi-Fiscal Year Obligation on City. This Agreement is expressly made subject to the limitations of the Colorado Constitution. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City Council of Pueblo, contrary to Article X, §20 of the Colorado Constitution or any other constitutional, statutory or charter debt limitation. Notwithstanding any other provision of this Agreement, with respect to any financial obligation of City which may arise under this Agreement in any fiscal year, in the event the budget or other means of appropriations for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure shall not constitute a default by or breach of this Agreement, including any sub-agreement, attachment, schedule or exhibit thereto, by the City. City may in its sole and absolute discretion terminate this Agreement for reasons of non-appropriation immediately upon written notice without causing default or breach.

35. No Third-Party Beneficiaries; No Waiver of Immunities. Nothing in this Agreement is intended, nor should it be construed, to create any rights, claims, or benefits or assume any liability for or on behalf of any third party, or to waive any immunities or limitations conferred under federal or state law, including but not limited to the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S.

36. Waiver of Breach. A waiver by any party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

37. Electronic Signatures. This Agreement and all other documents contemplated hereunder may be executed using electronic signatures with delivery via facsimile transmission,

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

CITY OF PUEBLO,  
A MUNICIPAL CORPORATION

PUEBLO ZOOLOGICAL SOCIETY  
A COLORADO NON-PROFIT CORPORATION

By \_\_\_\_\_  
Heather Graham, Mayor  
Date: \_\_\_\_\_

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

\_\_\_\_\_  
APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

EXHIBIT A

That portion of the property legally described as ALL LOTS IN BLK 2 UPLANDS PK outlined in black on the attached map and commonly known as 3455 Nuckolls Ave, Pueblo, CO 81005.



GOODNIGHT AVE

0534005001

PARKSIDE LN

SPEUBLO BLVD

NUCKOLLS AVE

CITY PARK AVE



**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** January 26, 2026

**TO:** President Mark Aliff and Members of City Council

**CC:** Mayor Heather Graham

**VIA:** Marisa Stoller, City Clerk

**FROM:** Carla Sikes, City Attorney

**SUBJECT:** AN ORDINANCE APPROVING A MANAGEMENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE NATURE AND WILDLIFE DISCOVERY CENTER, A COLORADO NONPROFIT CORPORATION FOR THE MANAGEMENT AND OPERATION OF THE NATURE CENTER AND PUEBLO MOUNTAIN PARK

**SUMMARY:**

Attached is an Ordinance approving and authorizing the Mayor to execute a management agreement with the Nature and Wildlife Discovery Center (“Manager”) for the management and operation of the Nature and Raptor Center and Pueblo Mountain Park.

**PREVIOUS COUNCIL ACTION:**

On April 14, 2008, City Council approved Ordinance No. 7791, approving a Management Agreement with the Mountain Park Environmental Association for management and maintenance relating to the Pueblo Mountain Park.

On July 13, 2015, City Council approved Resolution No. 13266, approving a Management Agreement dated August 1, 2015 with the Nature and Raptor Center of Pueblo, Inc. relating to the management and maintenance of the Nature Center.

After the Nature and Raptor Center of Pueblo merged with the Mountain Park Environmental Association, City Council approved Ordinance No. 9493 on July 8, 2019, approving addendums to the Management Agreements for both the Pueblo Mountain Park and Nature Center, reflecting management of both parks by the merged entity, the Nature and Wildlife Discovery Center.

**BACKGROUND:**

Since its formation in 2019, the Nature and Wildlife Discovery Center has contracted with City to manage both the Pueblo Mountain Park and the Nature Center. The parties desire to continue this arrangement through 2026 and potentially extend the agreement through 2027. The proposed Agreement would consolidate prior separate agreements for the management of the Mountain Park and management of the Nature Center into one agreement that would govern the management of both City resources.

**FINANCIAL IMPLICATIONS:**

The City does not pay a management fee to the Nature and Wildlife Discovery Center for the management of Pueblo Mountain Park or the Nature Center. Subject to appropriation, the City may provide funds necessary to repair and/or replace the physical facilities, fixtures, or equipment of the Nature Center or Mountain Park.

**BOARD/COMMISSION RECOMMENDATION:**

Not applicable to this Ordinance.

**STAKEHOLDER PROCESS:**

Not applicable to this Ordinance.

**ALTERNATIVES:**

If this Ordinance is not approved, the City will not retain the Nature and Wildlife Discovery Center to manage the Pueblo Mountain Park or the Nature Center.

**RECOMMENDATION:**

Approve the Ordinance.

**ATTACHMENTS:**

1. Mountain Park and Nature Center Consolidated Agreement with exhibits

ORDINANCE NO. 11117

AN ORDINANCE APPROVING A MANAGEMENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE NATURE AND WILDLIFE DISCOVERY CENTER, A COLORADO NONPROFIT CORPORATION FOR THE MANAGEMENT AND OPERATION OF THE NATURE CENTER AND PUEBLO MOUNTAIN PARK

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

SECTION 1.

The Management Agreement effective January 1, 2026 between the City of Pueblo, a Colorado municipal corporation, and the Nature and Wildlife Discovery Center, a Colorado nonprofit corporation, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved. The Mayor is authorized to execute and deliver the Management Agreement in the name of the City and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 2.

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

SECTION 3.

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

**Action by City Council:**

Introduced and initial adoption of Ordinance by City Council on January 12, 2026.

Final adoption of Ordinance by City Council on January 26, 2026.

DocuSigned by:  
*Mark Aliff*  
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\_\_\_\_\_  
President of City Council

**Action by the Mayor:**

Approved on 01/27/2026.

Disapproved on \_\_\_\_\_ based on the following objections:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed by:

*Heather Graham*

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\_\_\_\_\_  
Mayor

**Action by City Council After Disapproval by the Mayor:**

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

Ordinance re-adopted on a vote of \_\_\_\_\_, on \_\_\_\_\_

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

\_\_\_\_\_  
President of City Council

ATTEST

DocuSigned by:

*WJG*

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\_\_\_\_\_  
City Clerk

**A MANAGEMENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION,  
AND THE NATURE AND WILDLIFE DISCOVERY CENTER, RELATING TO THE MANAGEMENT OF THE  
NATURE CENTER AND PUEBLO MOUNTAIN PARK**

THIS MANAGEMENT AGREEMENT (“Agreement”) entered into as of January 26, 2026 (“Effective Date”) by and between the City of Pueblo, a municipal corporation (“City”), and the Nature and Wildlife Discovery Center, a Colorado nonprofit corporation (“Manager”), WITNESSTH:

**DEFINITIONS:**

The following terms when used herein shall be defined as follows:

(a) “Nature Center” shall refer to and include both the real property described in attached Exhibit “A” as leased from the State of Colorado, as well the real property described in Exhibit “B” owned by the City; and all improvements thereon, whether now existing or hereafter constructed or installed.

(b) “Pueblo Mountain Park” or the “Mountain Park” shall refer to and include the approximately 608.834 acres of land described in Exhibit “C” and all systems, buildings and facilities located thereon, including, without limitation, the roads and road system, water system, individual sewage disposal systems, and the buildings and facilities listed and described in Exhibit “D.”

(c) “Horseshoe Lodge” or “Lodge” shall refer to the two-story horseshoe building generally located within and adjacent to the east boundary of Pueblo Mountain Park.

**RECITALS**

WHEREAS, City is the lessee under lease agreement dated June 29, 2001 between City and the State of Colorado, acting by and through the Department of Natural Resources for the use and benefit of the Board of Parks and Outdoor Recreation as lessor of the real property described in Exhibit “A” and as owner of the real property described in Exhibit “B”.

WHEREAS, City is the owner of Pueblo Mountain Park.

WHEREAS, Manager continues to operate Nature Center pursuant to an agreement between the City and Manager’s predecessor-in-interest, Nature and Raptor Center of Pueblo, Inc., effective August 1, 2015.

WHEREAS, Nature and Raptor Center of Pueblo, Inc. merged with the Mountain Park Environmental Association (“MPEA”), a Colorado nonprofit corporation effective January 1, 2018, and assumed obligations arising from MPEA’s contract with City for management of Mountain Park.

WHEREAS, City and Manager entered into Addendum No. 1 effective July 8, 2019, reflecting merger of MPEA and Nature and Raptor Center, Incorporated, forming the Nature and Wildlife Discovery Center.

WHEREAS, City and Manager are desirous of entering into a management agreement for the Nature Center and Mountain Park upon the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual recitals and covenants contained herein, City and Manager agree as follows:

**1. Appointment.** City hereby appoints and retains Manager to, and upon the conditions herein set forth, as an independent contractor, to develop, promote, operate, manage, and maintain the Nature Center and Mountain Park, and Manager does hereby accept such appointment. Manager and City agree to perform all assigned functions and obligations under this Agreement in compliance with the terms of this Agreement and agree to be bound by all applicable laws, ordinances, and regulations now in effect or hereafter enacted. Manager agrees and understands that the Nature Center and Mountain Park are under the general administration of the Director of Parks and Recreation (“Director”) and, in compliance with Sections 13-2 and 13-3 of the City Charter, Manager shall meet with the Director at least semi-annually to review Center’s operation, maintenance, and administration of the Nature Center and Mountain Park.

**2. Term.**

2.1 **Initial Term.** The initial term of the Agreement is one (1) year and zero (0) months, commencing January 1, 2026 and ending December 31, 2026, unless sooner terminated in accordance with Agreement terms.

2.2 **Renewal.** If not in default hereunder, Manager shall have the option to renew the Agreement for an additional term of one (1) year at the end of the initial term, or any subsequent renewal term, upon the same terms, covenants, and conditions. If Manager desires to renew the Agreement for an additional term, Manager must in writing notify City of such desire at least ninety (90) days prior to the end of the then-current term. Should Manager fail to provide such notice, this Agreement shall terminate at the end of the then-current term. At least sixty (60) days prior to the end of any term, City may notify Manager of its intent not to renew the Agreement, in which case it shall terminate at the end of the then-current term.

**3. Use of Nature Center, Conditions.** Manager shall continuously use the Nature Center solely for the purpose of developing, operating, and maintaining Nature Center. Management and use of Nature Center are subject to and conditioned upon the following covenants which Manager agrees to perform and comply with:

3.1 Manager shall comply with all applicable ordinances, laws, and regulations affecting the Nature Center and the use thereof by Manager, including, without limitation, environment, wetlands protection, and health and hazardous waste laws, ordinances, and regulations.

3.2 Manager acknowledges that this Agreement and all terms, covenants, and conditions herein and use of the Nature Center are in all respects subject and subordinate to the terms, covenants and conditions of the lease agreement between City and State of Colorado. Manager acknowledges receipt of a copy of the superior lease. If the superior lease with respect to the Nature Center is terminated for any reason, this Agreement shall terminate without liability to City.

3.3 Manager shall maintain the Nature Center in good condition, appearance, and state of repair, regardless of cause or need for maintenance and repairs, using reasonable care according to the highest standards in the industry. Manager shall be responsible, at its sole expense, for all routine maintenance of Nature Center, its physical facilities, fixtures, and equipment. Manager shall pay the first one thousand dollars (\$1,000) per occurrence, to

repair and/or replace the physical facilities, fixtures, or equipment. Manager's cumulative financial responsibility for maintenance, repair, or replacement under this section shall not be expected to exceed the amount approved by City in its 2026 non-departmental allocation for such purposes. Thereafter, City, at its sole discretion and contingent upon availability of funds for such purposes, shall pay all remaining amounts necessary to repair and/or replace the physical facilities, fixtures, or equipment so long as the repair and/or replacement is not necessitated by the negligence of the Manager, its employees, agents, subcontractors, guests, or invitees. Should the repair or replacement be necessitated by the negligence of Manager, its employees, agents, subcontractors, guests, or invitees, Manager shall bear sole and exclusive liability for the repair or replacement. All invoices provided to Manager for maintenance, repair, and/or replacement of any portion of the Nature Center shall be paid within forty-five (45) days of the invoice. Manager shall, upon termination or expiration of the Agreement, deliver and surrender Nature Center in good condition, appearance, and state of repair.

3.4 Manager shall not permit, create, commit, or allow and shall protect Nature Center against: any loss, damage, dangerous condition, injury or waste, ordinary wear and tear, fire or other casualty not under its control, and acts of God excepted. Manager shall not set any portion of the Nature Center on fire; or use any incendiary or explosive devices without prior written approval of the Pueblo Fire Department and City, and after obtaining all required permits from the City.

3.5 City may enter Nature Center at any reasonable time to view the Property and examine the conditions thereof, and for any lawful purpose necessary to enforce applicable laws and ordinances and the provisions of this Agreement. If so directed by the City after inspection of the Property, Manager shall perform all necessary additional clean-up at its sole expense.

3.8 Manager shall keep and maintain accurate and complete accounts and records of all activities and transactions conducted by Manager on or from the Nature Center, including without limitation sales receipts, inventory lists, equipment logs, third-party agreements, purchase orders, payroll, financial records, tax returns, and bank statements, or any subcontractor contracted by Manager to work, manage, or operate all or a portion of the Nature Center, in accordance with generally accepted accounting principles, which accounts and records shall be available for inspection, copy, and audit by City during normal business hours. Manager shall retain all such accounts and records for a minimum period of three (3) years after termination of this Agreement.

#### **4. Use of Nature Center, Activities.**

4.1 The scheduling of permitted activities within the Nature Center and the conduct of such activities, including the frequency and type of activities, shall be the responsibility of Manager and within its discretion.

4.2 All activities conducted at the Nature Center shall be open to the general public and, if applicable, shall be sanctioned by an appropriate sanctioning body. Manager may charge a reasonable fee or admission charge, provided, that all such fees and charges shall be used in the development, management, and operation of the Nature Center and

Manager shall submit to City at least annually an accounting of the revenue from such fees and charges including their expenditures.

4.3 All ordinances of the City of a regulatory or police nature, including without limitation, building codes and traffic ordinances, shall apply to and govern the Nature Center and activities conducted thereon the same as if the Nature Center were located within the City. Manager shall control all noise and fugitive dust from roadways and activities conducted within Nature Center.

4.4 Manager shall obtain prior written permission from Director prior to hosting any special or non-standard event.

## **5. Development of Nature Center.**

5.1 The Nature Center shall only be used and developed in accordance with its current purpose and subject to the Master Lease.

5.2 All buildings and other improvements of a permanent nature which Manager plans to construct on Nature Center premises must receive preliminary written approval from Director. In addition, the plans must be designed by a professional engineer or architect and submitted to the Director for review and written approval prior to the commencement of construction.

5.3 All buildings and improvements presently existing on Nature Center premises or hereafter constructed and installed on premises shall be and remain the property of the City, except that, if Manager constructs or installs any building or improvement within Nature Center without written approval of the Director as provided in section 5.2 above, City may, at its option, require Manager to remove such building or improvement and restore the Nature Center to the condition existing prior to the construction or installation of such building or improvement.

5.4 Manager shall not cause or permit any lien or encumbrance to be placed on or asserted against the Nature Center or any building or improvement thereon.

5.5 Manager shall not raze, remove, structurally change, or substantially alter or modify any building, structure, or improvement within the Nature Center without first obtaining written approval of Director.

5.6 City shall maintain the lift station, force main septic line, gravity line, and leach field necessary to move sewage from the Nature Center.

5.7 The force main septic line, gravity line, and lift station contained on the Nature Center property shall remain the property of the City.

## **6. Nature Center Utilities and Roads.**

6.1 Manager shall at its expense install, extend, and maintain all roads within the Nature Center and access roads to the Nature Center, except County Roads, and utility services to the Nature Center and pay all charges for all utilities serving the Nature Center.

6.2 Manager shall maintain and repair the, drains, and plumbing, at the Nature Center by performing at least the following maintenance and repairs:

(a) At the nature center building: pumping, cleaning, and all pipes, elbows, baffles, and vents at least once annually; and

(b) At the raptor center building: cleaning, repairing, and inspecting the plumbing and outflow to the gravity line at least annually.

(c) Manager shall not install or operate a commercial kitchen on premises without prior written City approval.

6.3 Manager shall enter into and maintain in place throughout the term of this Agreement a continuing written contract with a firm, which is, in the City's sole and absolute discretion, qualified to perform the maintenance and repairs required in Section 6.2. The contract shall expressly provide that the firm shall perform the maintenance and repairs required in Section 6.2.

6.4 Manager shall provide the City's Wastewater Enterprise with a copy of the contract required in Section 6.3 within 60 days after this Agreement is executed by all parties and on the anniversary of such execution every year thereafter that this Agreement remains in effect.

6.5 Manager shall pay all costs associated with the repairs and maintenance required by Sections 6.1, 6.2, and 6.3.

6.6 Manager shall pay all electrical utilities necessary to provide power to the lift stations.

## **7. Use of Mountain Park, Conditions.**

7.1 Manager shall, from Effective Date and during the effective period of the Agreement, at its expense, maintain the Mountain Park and all improvements and systems therein including, without limitation, City's buildings and facilities and City's personal property, in good, clean, and safe condition, appearance, and repair. City shall not be responsible for any repairs or maintenance to Mountain Park or its improvements or systems including, without limitation, City's personal property, provided, however, that City will maintain the exterior of the Lodge, pavilion, and the two caretaker residences, provided further, however, that if the Lodge, pavilion, or any of the caretaker residences are damaged or destroyed by any act or casualty, City, in its sole discretion, without any obligation to do so, may or may not repair or rebuild same. Manager shall not conduct any waste on or within the Mountain Park or any improvements thereon and shall comply with all laws, ordinances, and regulations affecting Manager's use of the Mountain Park and all activities conducted thereon.

7.2 Manager shall ensure the provision of water service to Mountain Park facilities through Pine Drive Water. Manager shall be responsible for maintenance, repair, replacement, and upgrading, if required, of the existing cisterns and individual sewer disposal systems. City shall not be responsible for the interruption or failure of any such service or other utilities regardless of the cause of such interruption or failure.

7.3 Manager shall not make any alteration, improvement, or remodeling to the Mountain Park or improvements thereon without adequate funds therefor and City's prior written consent, which consent shall not be unreasonably withheld. All approved alterations, improvements, and remodeling to the Mountain Park or any improvement thereon shall be at Manager's expense and become part of the Mountain Park and shall be designated, constructed, and installed in compliance with all applicable laws, codes, and ordinances including, without limitation, the U.S. Secretary of the Interior's Standards of the Treatment of Historic Properties. Manager shall not cause or allow any mechanics' liens to be filed against the Mountain Park or any part thereof and Manager shall cause any such mechanics' liens to be discharged and released.

7.4 City shall at all times have access without restriction to all parts of the Mountain Park including, without limitation, City's buildings and facilities and City's personal property. Manager is authorized to enforce City's ordinances, rules, and regulations (except those criminal in nature) affecting the use of the Mountain Park as may be necessary to accomplish an orderly operation in the interest of public health, welfare, and safety.

7.5 City may inspect all parts of Mountain Park at any time to determine if any cleaning is necessary, including but not limited to fluid spills, major debris, screws, and glass. If so directed by the City after inspection of the Mountain Park, Manager shall perform all necessary additional clean-up at its sole expense.

7.6 Manager shall not set any portion of the Mountain Park on fire, or use any incendiary or explosive devices without the prior written approval of the Pueblo Fire Department and Director, and after obtaining all required permits from the City.

7.7 Notwithstanding any provision in this Agreement to the contrary or which may be construed to the contrary, City assumes no obligation or responsibilities to keep or maintain the Mountain Park or any facility thereon in good and safe condition, appearance, or state of repair, regardless of cause of need for maintenance and repair.

7.8 Each July, Manager shall submit to the Mayor a proposed Pueblo Mountain Park budget for the following year. Each proposed annual budget shall include all projected and available funds, including unexpected balances from prior years, and revenues as well as expenditures and conform to the City's budget procedures.

7.9 Manager shall obtain prior written permission from the Director prior to hosting any special or non-standard event.

**8. Use of Mountain Park, Activities.** City does hereby delegate to Manager the authority to perform, and Manager agrees that it shall perform, the following functions:

8.1 Operate the Mountain Park as a public park for the use and benefit of the City and general public;

8.2 Develop, implement, coordinate, and provide a variety of programs which allow students, as well as families and adults, the opportunity to learn about and enjoy the natural and cultural history of the Mountain Park;

8.3 Develop and maintain in the Lodge an environmental education center providing multi-day environmental education programs for area schools and groups;

8.4 Develop, implement, and maintain interpretive media at the Lodge and other locations in the Mountain Park which will increase the awareness and appropriateness of the uses of the Mountain Park;

8.5 Develop, implement, and continue programs for and to otherwise encourage individuals and groups to use the Mountain Park;

8.6 Develop, implement, and coordinate the public use of the Lodge as a retreat Lodge;

8.7 Designate the uses to which the Mountain Park may be put including the authority to schedule all events at the Mountain Park by individuals or groups, and conducting educational classes lectures, and other public functions, subject to the reserved usage of the Lodge and pavilion and further subject to modification by Resolution of the City Council;

8.8 Establish and charge reasonable fees for the use of the Mountain Park or any portion thereof, subject to modification by Resolution of the City Council

8.9 Obtain and/or continue in effect all licenses and permits necessary or required for the operation of the Mountain Park and all improvements and facilities located thereon; and

8.10 Solicit financial contributions and grants from the general public, private foundations and other sources.

**9. Hazardous Materials.** If the presence of Hazardous Materials on Nature Center premises or Mountain Park is caused or permitted by Manager, or for which the Manager is otherwise legally obligated, results in the contamination of the Nature Center or Mountain Park, then Manager shall immediately remove, clean up, and remediate the contamination. Manager shall indemnify, defend, and hold City and State of Colorado harmless from all claims, judgments, damages, penalties, fines, costs, liabilities, or losses, including all expenses and reasonable attorney fees, which arise, directly or indirectly, during Manager's use and occupancy of the Property, or during or after the expiration or termination of the Agreement as a result of such contamination or failure of Manager to comply with applicable federal, state, and local environmental, wetlands protection, health, and hazardous waste laws, ordinances, and regulations. The term "Hazardous Materials" includes, without limitation, any material or substance that is (i) defined or designated as a "hazardous substance," "hazardous waste," or a "regulated substance" under applicable state or federal law or regulation, (ii) petroleum products, or (iii) asbestos. The indemnification provisions of this section and section \_\_\_ shall survive the termination of this Agreement.

**10. NO WARRANTIES OR REPRESENTATIONS, "AS IS" CONDITION.** MANAGER ACKNOWLEDGES AND AGREES THAT CITY HAS NOT MADE NOR HEREIN MAKES ANY WARRANTIES OR REPRESENTATIONS WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, or otherwise, or with respect to the quality or condition of Nature Center or Mountain Park or any part thereof, including without

limitation, city's buildings and facilities and City's personal property, environmental or otherwise. Manager acknowledges that it has had the opportunity to inspect the Nature Center and Mountain Park and agrees to retain possession and use thereof on effective date in their then condition on an "as is and with its faults" basis.

**11. Manager's Representations.** Manager represents and warrants that:

11.1 Manager is a nonprofit corporation duly organized and existing under laws of the State of Colorado and an exempt organization described in section 501(c)(3) of the U.S. Internal Revenue Code.

11.2 Manager has approved and authorized by all necessary actions and approvals the Agreement and its execution and delivery by its undersigned officers.

11.3 This Agreement constitutes the valid and legally binding obligation of Manager and is enforceable against Manager in accordance with its terms.

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

**12. Colorado Governmental Immunity Act.** No term or condition of the Management Agreement shall be construed or interpreted as a waiver, either express or implied, of any immunities, rights, benefits, or protection provided or available to City under applicable law including without limitation those provided and available to City under the Colorado Governmental Immunity Act, CRS § 24-10-101, *et seq.*, as amended or may be amended. The parties understand and agree that the City's and its officers', agents', and employees' liability for claims for injury to persons or property is controlled and limited by the provisions of CRS § 24-10-101, *et seq.*, as amended or may be amended. Any provision of the Agreement, whether or not incorporated herein by reference, shall be controlled, limited, and otherwise modified so as to limit any liability of the City, its officers, agents, and employees to the above-cited law.

**13. Insurance and Liability.**

13.1 Manager shall, at its expense, maintain and keep in force:

(a) commercial general liability insurance, including contractual coverage naming the City as an additional insured with coverage amounts not less than \$1 million single limit for property damage and personal injury;

(b) automobile liability insurance with coverage amounts not less than \$1 million; and

(c) workers' compensation insurance required by Colorado law. Manager shall furnish copies of certificates of such insurance to the Director.

13.2 Manager shall be in control and possession of the Nature Center and Mountain Park as provided herein, and City shall not, in any event whatsoever, be responsible or liable

for any injury or damage to any property or person while on the Nature Center or Mountain Park premises, or arising out of the use of Nature Center or Mountain Park premises by Manager or activities conducted thereon. As to the City, Manager agrees to assume the risk of all injuries, including death resulting therefrom, to persons, and damage to and destruction of property, including loss of use thereof resulting from or arising out of, directly or indirectly, wholly or in part, any activities or prosecution of work undertaken by Manager or by the use of the Nature Center or Mountain Park by Manager, or use by others under Manager's supervision, control, or permission. Manager shall indemnify, defend, and hold harmless City and its officers, agents, and employees from any and all claims of liability arising from operation of Nature Center or Mountain Park, including cost of defense and reasonable attorney fees.

**14. Worker Authorization Required.** Manager shall submit to the Purchasing Agent of City its certification that it does not knowingly employ or contract workers without authorization to lawfully work in the U.S. under this Agreement in compliance with the U.S. Immigration Reform and Control Act of 1986. Manager represents and warrants that, to the extent required by said Act, all persons employed by Manager for performance of this Agreement have completed and signed Form I-9 verifying their identities and authorization for employment.

**15. Colorado Open Records Act.** Manager acknowledges that City is a governmental entity subject to the Colorado Open Records Act, CRS § 24-72-201, *et seq.*, and that records provided or produced under this agreement, including those marked proprietary or confidential, may be subject to public disclosure. Manager agrees that it will fully cooperate with City in the event of a request or legal action arising from said statute.

**16. Discrimination Prohibited.** Manager shall not, in the use or operation of the Nature Center, Mountain Park, or activities conducted thereon, discriminate against any individual or group on the basis of disability, race, creed, color, sex, sexual orientation, gender identity, gender expression, marital status, national origin, or ancestry.

**17. Governing Law and Venue, Attorney's Fees.** In the event of any litigation arising out of this Agreement, the court shall award to the prevailing party all costs and expenses, including but not limited to, reasonable expert witness and attorney fees. This Agreement shall be governed by the laws of the State of Colorado. Venue for any such litigation shall be Pueblo County, Colorado. To the extent permitted by law, each party waives their right to a jury and consent to all litigation being tried to the court.

**18. Entire Agreement, Severability, Amendments.** This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written. This Agreement terminates all prior Agreements between City and Manager upon Effective Date. If any provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together constitute one and the same agreement. No amendment or modification of this Agreement shall be effective unless in writing and signed by both parties.

**19. Miscellaneous Provisions.**

19.1 No assent, express or implied, by City to any breach or default by Manager in the performance of any one or more of the covenants hereof shall be deemed or taken to be a waiver of any succeeding breach of or default in the same or different covenant.

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

19.3 Nothing in this Agreement, expressed or implied, is intended nor shall be construed to confer upon, or give to, any person or entity other than the City or Manager any right, remedy, or claim under or by reason of this Agreement or any covenant, condition, or provision hereof, and all covenants, conditions, provisions and agreements contained in this Agreement by or on behalf of City or Manager shall be for the exclusive and sole benefit of City and Manager. Nothing in this Agreement is intended, nor should it be construed, to waive any immunities or limitations conferred under federal or state law.

19.4 This Agreement is expressly made subject to the limitations of the Colorado Constitution. Nothing herein shall constitute, nor deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City Council of Pueblo, contrary to Article X, Section 20 of the Colorado Constitution or any other constitutional, statutory, or charter debt limitation. Notwithstanding any other provision of this Agreement, with respect to any financial obligation of the City which may arise under this Agreement in any fiscal year after 2015, in the event the budget or other means of appropriations for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure shall not constitute a default or breach of this Agreement, including any sub-agreement, attachment, schedule, or exhibit thereto, by the City.

19.5 Manager shall not assign this Agreement or any of its rights thereunder or sublet all or any part of Nature Center or Mountain Park without prior written approval of the Director.

19.6 All water rights and all right, title, and interest in and to all minerals, ores, sand and gravel, metals of any kind and character, coal, asphalt, oil, gas, or like substances, in, on, or under the Nature Center or Mountain Park, including the right of surface entry thereto, are reserved by the City and Manager shall claim no rights thereof.

**20. Requests to Director, Approval.** Any request for approval of the Director required by this Agreement shall be deemed denied if such approval is not given by the Director in writing within thirty (30) days after receipt thereof by Director. Approval of Director may be withheld if, including by not limited to, Director deems any plan for construction or improvements to be not in compliance with Master Plan, or Manager has failed to comply with the requirements of this Agreement or any law, regulation, or ordinance, or Director has determined that the granting the request would not be in the best interests of the Nature Center, Mountain Park, City, State of Colorado, or any subsidiary thereof.

**21. Notice.** Any notice required or permitted herein shall be in writing and delivered personally or by first-class mail, postage prepaid, as follows:

If to City:  
Director of Parks and Recreation  
City of Pueblo  
800 Goodnight Avenue  
Pueblo, Colorado 81005;

and Mayor  
City of Pueblo  
1 City Hall Place  
Pueblo, Colorado 81003.

If to Manager:  
Nature and Wildlife Discovery Center  
Attn: Executive Director  
9112 Pueblo Mountain Park Rd  
P.O. Box 99  
Beulah, CO 81023

Each party reserves the right to change its address provided notice of such change is given in accordance herewith.

**22. Termination.**

22.1 If Superior Lease with respect to Nature Center is terminated for any reason, this agreement shall terminate.

22.2 If Nature Center or Mountain Park shall be taken by right of eminent domain, in whole or in part, this Agreement shall terminate and all compensation and damages which may be awarded for such taking shall belong to and be the sole property of City.

22.3 This Agreement may be terminated by mutual consent.

22.4 If either party is in default hereunder, the non-defaulting party may give written notice describing the default to the defaulting party. If the defaulting party does not correct such default within thirty (30) days after receipt of said notice, or if the default cannot be corrected within said 30-day period and the defaulting party fails to commence action to correct the default with said 30-day period and thereafter diligently pursue corrective action to completion, the non-defaulting party may, up an additional ten (10) days notice, terminate this Agreement and, except for accrued rights and liabilities hereunder, upon such termination each party shall be released from all future duties and obligations hereunder.

22.5 City may, upon ninety (90) days written notice, terminate this Agreement at any time without cause.

22.6 Upon termination of this Agreement for any reason, all rights of Manager hereunder shall cease and terminate and Manager shall immediately and peacefully surrender and deliver possession of Nature Center and Mountain Park to City.

CITY OF PUEBLO,  
A MUNICIPAL CORPORATION

NATURE AND WILDLIFE DISCOVERY CENTER  
A COLORADO NON-PROFIT CORPORATION

By \_\_\_\_\_

Heather Graham, Mayor

Date: \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Attest: \_\_\_\_\_

City Clerk

\_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_

City Attorney

## Exhibit A

### RAPTOR LEASE DESCRIPTION:

A TRACT OF LAND LOCATED IN THE S 1/2 OF THE S 1/2 OF SECTION 28 AND THE N 1/2 OF THE N 1/2 OF SECTION 33, BOTH IN TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN, PUEBLO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 28; THENCE N88°26'33"E ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 28, A DISTANCE OF 252.60 FEET; THENCE S01°42'34"E A DISTANCE OF 103.36 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF A COUNTY ROAD (40 FOOT RIGHT-OF-WAY); THENCE S84°53'00"E ALONG SAID SOUTHERLY RIGHT-OF-WAY, A DISTANCE OF 239.51 FEET TO THE EASTERLY EDGE OF A GRAVEL ROAD (8<sup>TH</sup> STREET), SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION:

1. THENCE N07°44'27"E ALONG THE EASTERLY EDGE OF SAID GRAVEL ROAD (8<sup>TH</sup> STREET), A DISTANCE OF 595.18 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF NATURE CENTER ROAD (SAID SOUTHERLY RIGHT-OF-WAY LINE BEING POSITIONED AT 30.00 FOOT SOUTHERLY AND PARALLEL TO THE CENTER OF THE PAVED PORTION OF SAID NATURE CENTER ROAD);

THE FOLLOWING NINE (9) COURSES FOLLOW SAID SOUTHERLY RIGHT-OF-WAY LINE OF NATURE CENTER ROAD:

2. THENCE S74°46'50"W A DISTANCE OF 1914.10 FEET TO A POINT OF CURVE TO THE RIGHT;
3. THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT WITH A RADIUS OF 500.00 FEET, A DELTA ANGLE OF 21°56'09", AN ARC LENGTH OF 191.43 FEET, WHOSE LONG CHORD BEARS S85°44'55"W A DISTANCE OF 190.26 FEET;
4. THENCE N83°17'01"W A DISTANCE OF 133.00 FEET TO A POINT OF CURVE TO THE LEFT;
5. THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT WITH A RADIUS OF 170.00 FEET, A DELTA ANGLE OF 29°41'58", AN ARC LENGTH OF 88.12 FEET, WHOSE LONG CHORD BEARS S81°52'00"W A DISTANCE OF 87.14 FEET TO A POINT OF COMPOUND CURVE TO THE LEFT;
6. THENCE ALONG THE ARC OF SAID COMPOUND CURVE TO THE LEFT WITH A RADIUS OF 60.00 FEET, A DELTA ANGLE OF 46°46'21", AN ARC LENGTH OF 48.98 FEET, WHOSE LONG CHORD BEARS S43°37'51"W A DISTANCE OF 47.63 FEET TO A POINT OF COMPOUND CURVE TO THE LEFT;
7. THENCE ALONG THE ARC OF SAID COMPOUND CURVE TO THE LEFT WITH A RADIUS OF 1000.00 FEET, A DELTA ANGLE OF 03°53'42", AN ARC LENGTH OF 67.98 FEET, WHOSE LONG CHORD BEARS S18°17'50"W A DISTANCE OF 67.97 FEET TO A POINT OF COMPOUND CURVE TO THE LEFT;
8. THENCE ALONG THE ARC OF SAID COMPOUND CURVE TO THE LEFT WITH A RADIUS OF 150.00 FEET, A DELTA ANGLE OF 23°32'41", AN ARC LENGTH OF 61.64 FEET, WHOSE LONG CHORD BEARS S04°34'38"W A DISTANCE OF 61.21 FEET TO A POINT OF COMPOUND CURVE TO THE LEFT;
9. THENCE ALONG THE ARC OF SAID COMPOUND CURVE TO THE LEFT WITH A RADIUS OF 12000.00 FEET, A DELTA ANGLE OF 00°41'01", AN ARC LENGTH OF 143.20 FEET, WHOSE LONG CHORD BEARS S07°32'13"E A DISTANCE OF 143.20 FEET TO A POINT OF COMPOUND CURVE TO THE LEFT;
10. THENCE ALONG THE ARC OF SAID COMPOUND CURVE TO THE LEFT WITH A RADIUS OF 500.00 FEET, A DELTA ANGLE OF 17°35'44", AN ARC LENGTH OF 153.55 FEET, WHOSE LONG CHORD BEARS S16°40'36"E A DISTANCE OF 152.95 FEET;
11. THENCE S27°03'15"W A DISTANCE OF 156.54 FEET;
12. THENCE S28°50'55"E A DISTANCE OF 200.12 FEET;
13. THENCE N61°09'05"E A DISTANCE OF 409.18 FEET;
14. THENCE S02°10'02"E A DISTANCE OF 26.65 FEET;
15. THENCE S83°09'02"E A DISTANCE OF 265.00 FEET;

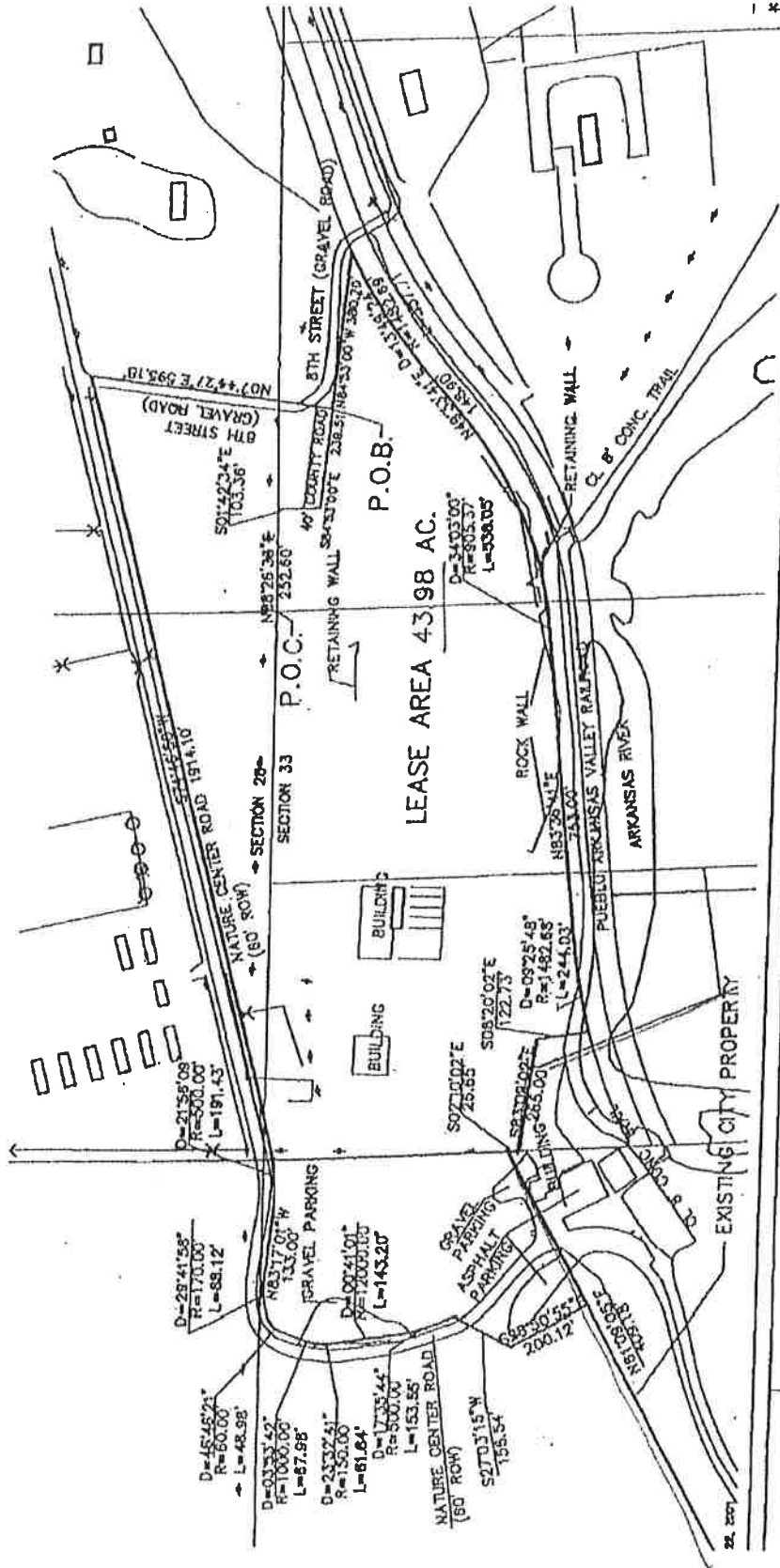
## Exhibit A

16. THENCE S08°20'02"E A DISTANCE OF 122.73 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF THE PUEBLO AND ARKANSAS VALLEY RAILROAD, SAID POINT ALSO BEING A POINT ON A NON-TANGENT CURVE TO THE RIGHT;  
THE FOLLOWING FIVE (5) COURSES FOLLOW SAID NORTHERLY RIGHT-OF-WAY LINE OF THE PUEBLO AND ARKANSAS VALLEY RAILROAD:
17. THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT WITH A RADIUS OF 1482.68 FEET, A DELTA ANGLE OF 09°25'48", AN ARC LENGTH OF 244.03 FEET, WHOSE LONG CHORD BEARS N78°53'47"E A DISTANCE OF 243.75 FEET;
18. THENCE N83°36'41"E A DISTANCE OF 753.00 FEET TO A POINT OF CURVE TO THE LEFT;
19. THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT WITH A RADIUS OF 905.37 FEET, A DELTA ANGLE OF 34°03'00", AN ARC LENGTH OF 538.05 FEET, WHOSE LONG CHORD BEARS N66°35'11"E A DISTANCE OF 530.16 FEET;
20. THENCE N49°33'41"E A DISTANCE OF 148.90 FEET TO A POINT OF CURVE TO THE RIGHT;
21. THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT WITH A RADIUS OF 1482.69 FEET, A DELTA ANGLE OF 13°49'24", AN ARC LENGTH OF 357.71 FEET, WHOSE LONG CHORD BEARS N56°28'23"E A DISTANCE OF 356.85 FEET;
22. THENCE N84°53'00"W A DISTANCE OF 380.70 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION.  
THE ABOVE TRACT OF LAND CONTAINS 43.98 ACRES, MORE OR LESS.

TOGETHER WITH AN EASEMENT FOR EXISTING ROADS, UTILITIES AND INDIVIDUAL SEWAGE DISPOSAL SYSTEMS OVER GRANTORS PROPERTY, WHICH SERVE THE ABOVE DESCRIBED PROPERTY AND THE CITY NATURE CENTER LYING CONTIGUOUS TO THE SOUTHWEST PORTION OF THE ABOVE DESCRIBED PARCEL.

BASIS OF BEARINGS FOR THESE DESCRIPTIONS IS THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6<sup>TH</sup> P.M., WHICH IS ASSUMED TO BEAR N01°14'08"W, FROM THE WEST QUARTER CORNER OF SAID SECTION 28 (A 3 1/4" BLM BRASS CAP), TO THE NORTHWEST CORNER OF SAID SECTION 28 (A 3 1/4" BLM BRASS CAP).

THE FOREGOING DESCRIPTION WAS PREPARED BY:  
RAYMOND JOSEPH PECHEK PLS 24964  
FOR AND ON BEHALF OF URS  
9960 FEDERAL DRIVE, SUITE 300  
COLORADO SPRINGS, COLORADO 80921  
(719) 531-0001  
JUNE 22, 2001



STATE HONOR FARM TRADE - RAPTOR CENTER LEASE

FIG. 1



1:50,000

## **Exhibit B**

**All that portion of land in the NE 1/4 of the NW 1/4 and the NW 1/4 of the NW 1/4 of Sec. 33, T-20-S, R-65-W conveyed to the City of Pueblo by the Deed recorded at Number 56199, in Page 105, Book 1915, in the office of the County Clerk and Recorder, Pueblo County, Colorado.**

Exhibit C

The following described real property located in Pueblo County, Colorado:

(a) Section 16, except the SE 1/4 of the SE 1/4 thereof, Township 23 South, Range 66 West of the 6th Principal Meridian, containing 600 acres, more or less.

(b) 8.034 acres more or less conveyed to Pueblo, a municipal corporation, by deed from Lottie B. Slattery recorded May 24, 1943 as Instrument No. 702705 in Book 947, Page 583 in the records of the Pueblo County Clerk and Recorder.

(c) .08 acres more or less conveyed to the City of Pueblo by deed from Wesley T. Klipfel recorded May 21, 1952 as Instrument No. 913261 in Book 1183, Page 356 in the records of the Pueblo County Clerk and Recorder.

Subject to easements, rights-of-way, covenants, restrictions and reservations of record, apparent easements and rights-of-way.

Exhibit D

Pueblo Mountain Park Buildings

Garage – Upper  
Garage/Toolroom  
Oil Storage  
Residence – Upper  
Shop  
Storage  
Storage  
Storage  
Storage – Log Cabin  
Storage – Root Cellar  
Storage Shed  
Well House  
Lodge  
Pavilion  
Residence – Caretaker  
Treatment Tank Structure  
Treatment Tank Structure  
Storage  
Ballfield Arena Office  
Archery Shed & Shelter  
Storage – Upper  
Fire Tower  
Lodge - Improvements



**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** January 26, 2026

**TO:** President Mark Aliff and Members of City Council

**CC:** Mayor Heather Graham

**VIA:** Marisa Stoller, City Clerk

**FROM:** Harley Gifford, Deputy City Attorney

**SUBJECT:** AN ORDINANCE AMENDING SECTION 1-4-2, PUEBLO MUNICIPAL CODE AND SECTION 13 OF APPENDIX A LEGISLATIVE PROCEDURES AND RULES OF COUNCIL RELATING TO CITY COUNCIL REGULAR MEETING COMMENCEMENT TIME

**SUMMARY:**

Section 3-15 of the Charter requires Council to meet regularly on the second and fourth Mondays of each month at the City Hall at an hour to be fixed from time to time by the rules and procedures of each Council.

This proposed Ordinance amends and codifies City Council's Regular Meeting commencement time described in Sec. 1-4-2(a) and Appendix A, Section 13 of the Pueblo Municipal Code to occur at 5:30 p.m.

The Pueblo Charter and Pueblo Municipal Code does not mandate the time for special meetings of City Council nor for meetings of the Executive Committee, also known as "Work Sessions". The historical practice of City Council has been to start Work Sessions prior to City Council's regular meetings. If this Ordinance is approved, City Council will need to determine the start time of future work sessions, which could take place any time that is convenient to the members of Council.

**PREVIOUS COUNCIL ACTION:**

Council approved Resolution 8909 on January 24, 2000 to change the commencing of City Council regular meetings from 7:30 p.m. to 7:00 p.m.

On November 24, 2025, the majority of City Council voted not to approve an exact version of this Ordinance.

**BACKGROUND:**

This Ordinance has been prepared at the request of Council Member Brett Boston.

**FINANCIAL IMPLICATIONS:**

There are no financial implications for the City.

**BOARD/COMMISSION RECOMMENDATION:**

Not applicable.

**STAKEHOLDER PROCESS:**

Not applicable.

**ALTERNATIVES:**

If City Council chooses to not approve this Ordinance, then the discrepancy regarding regular meeting commencement time will remain.

**RECOMMENDATION:**

None.

**ATTACHMENTS:**

1. Ordinance Amending Regular Meeting Start Time

ORDINANCE NO. 11118

AN ORDINANCE AMENDING SECTION 1-4-2, PUEBLO MUNICIPAL CODE AND SECTION 13 OF APPENDIX A LEGISLATIVE PROCEDURES AND RULES OF COUNCIL RELATING TO CITY COUNCIL REGULAR MEETING COMMENCEMENT TIME

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

SECTION 1.

Section 1-4-2, P.M.C. is amended as follows:

**Sec. 1-4-2. - Council meetings; regular and special; place; calling; notice; public forum.**

(a) Regular meetings of the City Council shall be held in the Council Chambers on the second and fourth Monday of each month, commencing **at a time to be fixed by the rules and procedures of City Council.** [promptly at 7:30 p.m.]

(b) Special meetings shall be called upon request of the President or a majority of the members of the Council. Notice of special meetings shall be served upon members of the City Council personally or at their places of residence not less than eighteen (18) hours prior to the time fixed for the meeting. The notice of each special meeting shall include the purpose or purposes of the meeting, the subject or subjects to be discussed and copies of all ordinances, resolutions or motions to be introduced and presented a first time at the meeting.

(c) Public forum. The City Council shall permit a public forum to occur prior to the commencement of any business at regular City Council meetings occurring on the second and fourth Mondays of each month, to include any regular meeting where City Council has elected to change the meeting date. The public forum shall permit up to six (6) people to speak, for five (5) minutes per speaker, when there are people present who wish to address the City Council. The public forum shall occur during the televised portion of the meeting, and speakers shall be permitted to address the City Council on camera.

SECTION 2.

Section 13, Appendix A - Legislative Procedures and Rules of Council is amended as follows:

**13. Council Meetings.**

All meetings of the City Council shall be held in the Council Chamber at City Hall, Pueblo, Colorado. Regular meetings of the City Council shall be held on the second and fourth Mondays of each month, commencing promptly at [7:00] **5:30** p.m.

SECTION 3.

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

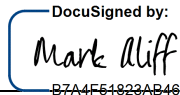
SECTION 4.

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

**Action by City Council:**

Introduced and initial adoption of Ordinance by City Council on January 12, 2026.

Final adoption of Ordinance by City Council on January 26, 2026.

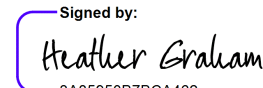
APPROVED    
 President of City Council

**Action by the Mayor:**

Approved on 01/27/2026.

Disapproved on \_\_\_\_\_ based on the following objections:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Mayor 

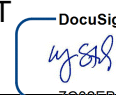
**Action by City Council After Disapproval by the Mayor:**

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

Ordinance re-adopted on a vote of \_\_\_\_\_ to \_\_\_\_\_, on \_\_\_\_\_

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

\_\_\_\_\_  
President of City Council

ATTEST 

\_\_\_\_\_  
City Clerk

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING SECTION 1-4-2, PUEBLO MUNICIPAL CODE AND SECTION 13 OF APPENDIX A LEGISLATIVE PROCEDURES AND RULES OF COUNCIL RELATING TO CITY COUNCIL REGULAR MEETING COMMENCEMENT TIME

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

SECTION 1.

Section 1-4-2, P.M.C. is amended as follows:

**Sec. 1-4-2. - Council meetings; regular and special; place; calling; notice; public forum.**

(a) Regular meetings of the City Council shall be held in the Council Chambers on the second and fourth Monday of each month, commencing **at a time to be fixed by the rules and procedures of City Council.** [promptly at 7:30 p.m.]

(b) Special meetings shall be called upon request of the President or a majority of the members of the Council. Notice of special meetings shall be served upon members of the City Council personally or at their places of residence not less than eighteen (18) hours prior to the time fixed for the meeting. The notice of each special meeting shall include the purpose or purposes of the meeting, the subject or subjects to be discussed and copies of all ordinances, resolutions or motions to be introduced and presented a first time at the meeting.

(c) Public forum. The City Council shall permit a public forum to occur prior to the commencement of any business at regular City Council meetings occurring on the second and fourth Mondays of each month, to include any regular meeting where City Council has elected to change the meeting date. The public forum shall permit up to six (6) people to speak, for five (5) minutes per speaker, when there are people present who wish to address the City Council. The public forum shall occur during the televised portion of the meeting, and speakers shall be permitted to address the City Council on camera.

SECTION 2.

Section 13, Appendix A - Legislative Procedures and Rules of Council is amended as follows:

**13. Council Meetings.**

All meetings of the City Council shall be held in the Council Chamber at City Hall, Pueblo, Colorado. Regular meetings of the City Council shall be held on the second and fourth Mondays of each month, commencing promptly at [7:00] **5:30** p.m.

SECTION 3.

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

SECTION 4.

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

**Action by City Council:**

Introduced and initial adoption of Ordinance by City Council on \_\_\_\_\_, 2025.

Final adoption of Ordinance by City Council on \_\_\_\_\_, 2025.

APPROVED \_\_\_\_\_  
President of City Council

**Action by the Mayor:**

Approved on \_\_\_\_\_, 2025.

Disapproved on \_\_\_\_\_ based on the following objections:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Mayor \_\_\_\_\_

**Action by City Council After Disapproval by the Mayor:**

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

Ordinance re-adopted on a vote of \_\_\_\_\_ to \_\_\_\_\_, on \_\_\_\_\_

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

\_\_\_\_\_  
President of City Council

ATTEST

\_\_\_\_\_  
City Clerk



**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** January 26, 2026

**TO:** President Mark Aliff and Members of City Council

**CC:** Mayor Heather Graham

**VIA:** Marisa Stoller, City Clerk

**FROM:** Melissa Cook, Director Department of Housing & Citizen Services

**SUBJECT:** AN ORDINANCE APPROVING AN APPROPRIATION AGREEMENT IN THE AMOUNT OF SIX HUNDRED FIFTY-FOUR THOUSAND THREE HUNDRED SEVENTY (\$654,370) DOLLARS TO PROVIDE HEALTH SERVICES TO THE PUEBLO COMMUNITY AS OUTLINED IN AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO AND PUEBLO COUNTY, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

**SUMMARY:**

This Ordinance approves an Appropriation Agreement between the City of Pueblo and Pueblo Department of Public Health and Environment (PDPHE) for their 2026 non-departmental award in the amount of \$654,370.

**PREVIOUS COUNCIL ACTION:**

On October 26, 1983 Council passed Ordinance No. 5095 approving an Intergovernmental Agreement dated October 11, 1983 between the City of Pueblo and County of Pueblo for the joint operation of the Pueblo Department of Public Health and Environment.

On April 14, 2025, City Council passed Ordinance No. 10926 approving an Appropriation Agreement with PDPHE in the amount of \$769,847 for health services to be provided in 2025.

On November 24, 2025, City Council approved the 2026 Budget by Ordinance No. 11075. Included in this budget was a non-departmental award for \$654,370 to PDPHE for health services to be provided in 2026.

**BACKGROUND:**

The City of Pueblo has provided non-departmental funding for PDPHE on an ongoing annual basis pursuant to the October 11, 1983 Intergovernmental Agreement between

the City of Pueblo and Pueblo County (“1983 IGA”). The 1983 IGA provides that the City and County “shall annually appropriate funds in amounts sufficient to permit the Board to reasonably operate and conduct the business of the Department.” The City retains their separate and sole discretion to determine the amount of their respective annual appropriations but “each party shall endeavor to appropriate funds in amounts which shall be reasonable, fair and equitable to each party and the Department.”

**FINANCIAL IMPLICATIONS:**

Funding is already budgeted and appropriated in the amount of \$654,370.

**BOARD/COMMISSION RECOMMENDATION:**

Not Applicable.

**STAKEHOLDER PROCESS:**

Not Applicable.

**ALTERNATIVES:**

City Council can choose not to approve this Appropriation Agreement.

**RECOMMENDATION:**

Approval of the Ordinance.

**ATTACHMENTS:**

1. 1983 IGA for PDPHE between City and County
2. FINAL PDPHE 2026 Appropriations Agreement

ORDINANCE NO.

AN ORDINANCE APPROVING AN APPROPRIATION AGREEMENT IN THE AMOUNT OF SIX HUNDRED FIFTY-FOUR THOUSAND THREE HUNDRED SEVENTY (\$654,370) DOLLARS TO PROVIDE HEALTH SERVICES TO THE PUEBLO COMMUNITY AS OUTLINED IN AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO AND PUEBLO COUNTY, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, on October 25, 1983 Council passed Ordinance No. 5095 approving an Intergovernmental Agreement dated October 11, 1983 between the City of Pueblo and Pueblo County to provide essential health services to residents of Pueblo; and

WHEREAS, on November 24, 2025 City Council approved the 2026 City of Pueblo budget, which included a non-departmental award to Pueblo Health and Environment in the amount of \$654,370; NOW, THEREFORE,

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

SECTION 1.

The Agreement dated between the Pueblo Department of Public Health and Environment and the City of Pueblo, a Colorado Municipal Corporation, ("the Agreement"), for the appropriation of \$654,370, 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 12, 2026.

Final adoption of Ordinance by City Council on January 26, 2026.

\_\_\_\_\_  
President of City Council

**Action by the Mayor:**

Approved on \_\_\_\_\_.

Disapproved on \_\_\_\_\_ based on the following objections:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Mayor

**Action by City Council After Disapproval by the Mayor:**

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

Ordinance re-adopted on a vote of \_\_\_\_\_, on \_\_\_\_\_

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

\_\_\_\_\_  
President of City Council

ATTEST

\_\_\_\_\_  
City Clerk

ORDINANCE NO. 5095

AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION AND THE COUNTY OF PUEBLO RELATING TO THE PUEBLO CITY-COUNTY HEALTH DEPARTMENT AND AUTHORIZING THE PRESIDENT OF THE CITY COUNCIL TO EXECUTE SAME

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

SECTION 1.

The Agreement dated October 11, 1983 between the City of Pueblo, a municipal corporation and the County of Pueblo relating to the Pueblo City-County Health Department, a copy of which is attached hereto and incorporated herein, having been approved by the City Attorney, is hereby approved.

SECTION 2.

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

INTRODUCED: October 26, 1983

By MIKE SALARDINO  
Councilman

APPROVED:

ATTEST:

*Thomas H. Salas*  
President of the City Council

*Marion D. Mead*  
City Clerk

AGREEMENT

This Agreement made this 11th day of October, 1983 by and between the City of Pueblo, a municipal corporation (herein City) and the County of Pueblo, State of Colorado (herein County),

WITNESSETH:

Whereas, City and County did on March 12, 1956 enter into an Agreement for the joint operation of a health department, and

Whereas, the Agreement of March 12, 1956 should be amended and restated to incorporate conditions, functions, and procedures which have been changed and modified since March 12, 1956 through mutual consent and by amendments to statutes governing the operation of a combined City and County health department, and

Whereas, C.R.S. 1973, 29-1-203 empowers political subdivisions to contract with one another to provide any function, service or facility lawfully authorized to each of the contracting units, and

Whereas, both City and County are authorized to establish health departments, and

Whereas, C.R.S. 1973, 25-1-504 and Section 11-4 of the Charter of the City permits the merger of City and County health departments.

Now, Therefore, in consideration of the foregoing and mutual promises herein contained, City and County agree as follows:

1. Prior Agreements. All prior agreements including but not limited to the Agreement of March 12, 1956 between City and County relating to the establishment, conduct and operation of

a health department are hereby terminated and cancelled.

2. Department Created. A joint City and County health department is hereby established and created to be known as the Pueblo City-County Health Department (herein Department).

3. Board of Health. The Pueblo City-County Board of Health (herein Board) shall consist of five members, two of whom shall be appointed by the Board of County Commissioners of County, two of whom shall be appointed by the City Council of City, and one of whom shall be jointly appointed by the Board of County Commissioners of County and the City Council of City as herein provided. Members of the Board shall be appointed for terms of five years beginning July 1 of the year of appointment. One member of the Board shall be appointed each year. The present members of the Board appointed under the Agreement of March 12, 1956 are:

| <u>Present Board Member</u> | <u>Appointing Party</u>                        | <u>Term Expires</u> |
|-----------------------------|--|---------------------|
| Charles K. Clark            | City Council                                   | July 1, 1984        |
| Jarvis D. Ryals, M.D.       | City Council and Board of County Commissioners | July 1, 1985        |
| A. H. Hayden, Jr.           | Board of County Commissioners                  | July 1, 1986        |
| Father Fred Johnson         | Board of County Commissioners                  | July 1, 1987        |
| Harold Mabie                | City Council                                   | July 1, 1988        |

The present members of the Board shall continue in office until their respective terms expire or until replaced as herein provided. The party appointing a person to the Board may remove such person

at any time with or without cause. Upon the death, removal, resignation, or expiration of the term of any member of the Board, the party originally appointing such person shall appoint his successor for the balance of the unexpired term or for a term of five years, whichever the case may be. All members of the Board shall be residents of the County of Pueblo. Appointments shall be made to the Board so that no business or professional group shall constitute a majority of the Board. The Board shall adopt By-Laws for the management and conduct of its affairs which shall not be inconsistent with this Agreement or applicable Statutes.

4. Officers. The Board shall elect from its members a President and Vice-President, and such other officers as the Board shall determine. All officers shall be elected for one year terms and shall hold office at the pleasure of the Board.

5. Administrator. The administrative and executive head of the Department shall be a public health administrator (herein Administrator). The Administrator shall be appointed for an indefinite term by the Board to serve at the pleasure of the Board and may be removed by the Board with or without cause. The Administrator shall possess such qualifications as may be prescribed by statute, the Board, and the State Board of Health. He may be employed on a full- or part-time basis and shall receive such compensation and expense allowance as may be fixed by the Board. He shall maintain his office at the Pueblo City-County Health Department and shall be custodian of all property and

records of the Department. The Administrator shall have all powers and duties granted to and imposed upon the Administrator by the Board, statute, ordinance, resolution and rules of the State of Colorado, State Board of Health, City, or County.

6. Personnel. All personnel of the Department except the Administrator shall be appointed by the Administrator and shall possess qualifications approved by the Board. All personnel shall receive such compensation and expense allowance as fixed by the Board. All personnel shall perform such duties as prescribed by the Administrator pursuant to the policies established by the Board.

7. Funding. The City and County shall annually appropriate funds in amounts sufficient to permit the Board to reasonably operate and conduct the business of the Department. The Board shall on or before September 1 of each year submit to the City and County a proposed budget for the Department for the next calendar year. The proposed budget shall contain all items of receipt (including anticipated unexpended surpluses) and expenditures in such form and content as the City and County shall direct. The City and County shall, based upon the proposed budget, determine the actual amount of their respective appropriations for the Department. Although the amount of the funds appropriated by the City and the County for the Department shall be and remain the sole and separate respective decision of the City Council of City and the Board of County Commissioners of County, each party shall endeavor to appropriate funds in amounts

which shall be reasonable, fair and equitable to each party and to the Department.

8. Duties of Department. The Department shall perform such functions and have such jurisdiction, authority, powers and duties granted to and imposed upon the Department by the Statutes of the State of Colorado, the Rules and Regulations of the Colorado State Health Department, the Charter and Ordinances of the City, and the Resolution and Ordinances of the County and those specifically assumed and exercised by resolution of the Board duly adopted subject to sufficient funds being available therefor.

9. Property. The real property and improvements presently occupied by the Department at 151 Central Main Street, Pueblo, Colorado (herein Property), is titled in the name of the County. County does hereby grant to the Department the exclusive right and privilege to use and occupy the Property during the effective term of this Agreement as a health department in furtherance of the purposes contemplated by this Agreement. Costs of maintenance and repair of the Property shall be included in Department's annual budget. City and County have each contributed an equal amount for the cost of acquisition of the real property and construction of improvements thereon. If this Agreement is terminated, the fair market value of the Property shall be determined by a competent qualified appraiser selected jointly by the City and County, and if the City and County are unwilling for any reason to jointly select such appraiser, then such appraiser shall be selected by a District Judge of any District Court in

and for the County of Pueblo. The City or County may, with the consent of the other, purchase the other party's interest in the Property for a price equal to one-half of its appraised fair market value. If neither City or County is willing to consent to the purchase of the Property by the other, the party who will continue to use the Property as a health department shall have the right to purchase the Property from the other party for a price equal to one-half of its appraised fair market value. If neither party desires to continue to use the Property as a health department, the Property shall be sold at public sale at which sale either party may be a purchaser.

10. Department Fund. The Pueblo County Treasurer shall create a fund designated "Pueblo City-County Health Department Fund" (herein Fund). All monies appropriated to or paid to the Department from any source shall be deposited with the County Treasurer and credited to the Fund. All monies credited to the Fund shall be expended only for the purposes defined in this Agreement and in accordance with the budget approved by the Board upon the written request of the Administrator and President of the Board or such other member of the Board as the President may designate. Prior to the first day of each month, County and City shall cause to be set over or paid to the Fund one-twelfth (1/12) of its annual appropriation to the Department. All monies deposited with the County Treasurer and credited to the Fund until required for payment of Department's obligations shall be invested by the County Treasurer in approved investments

as the Board or Administrator shall determine. All dividends, interest and earnings on such investments shall be credited by the Pueblo County Treasurer to the Fund.

11. Joint Meetings. Upon the request of the City Council, Board of County Commissioners, or the Board, meetings may be called for the purpose of discussing any provision of this Agreement or the operation of the Department.

12. Effective Period. This Agreement shall be in full force and effect until December 31, 1983 and from year to year thereafter unless sooner terminated by either City or County upon six months written notice given to the other party prior to the end of any calendar year after 1983, in which event, this Agreement shall terminate on midnight December 31 of the calendar year in which such notice was timely given.

13. Amendments. This Agreement may be amended or cancelled, in whole or in part, at any time upon the written agreement of City and County.

14. Savings Clause. Neither this Agreement nor the termination of the Agreement of March 12, 1956 as provided herein shall affect any action pending in any court or any document heretofore entered into or executed by the Board or any action heretofore taken by the Director or the Board, including without limitation, the adoption of By-Laws and Personnel Policies, nor shall the termination of the Agreement of March 12, 1956 invalidate any existing contracts between the Department and individuals, corporations or public agencies.

15. Severability. If any part or provision of this Agreement be held to be invalid such invalidity shall not affect the validity of the remaining parts and provisions of this Agreement.

16. Gender. The use of the masculine gender herein is for convenience only, and is intended as a reference to both the masculine and feminine pronoun.

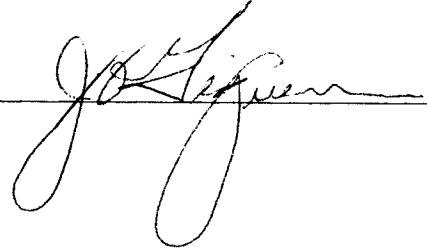
Executed the day and year first above written.

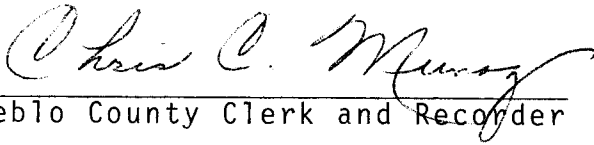
BOARD OF COUNTY COMMISSIONERS  
OF PUEBLO COUNTY, COLORADO

ATTEST:

By

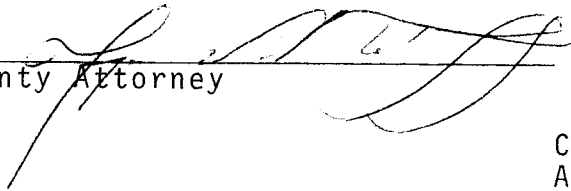
Chairman



  
Pueblo County Clerk and Recorder

APPROVED AS TO FORM:

County Attorney



CITY OF PUEBLO  
A Municipal Corporation

ATTEST:

By

President of the City Council

City Clerk



APPROVED AS TO FORM:

City Attorney



## APPROPRIATION AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into on the last date signed below by and between the City of Pueblo, a Municipal Corporation, hereinafter referred to as the “City” and Pueblo Department of Public Health and Environment, a joint department of the City of Pueblo and Pueblo County, hereinafter referred to as “PDPHE” (collectively referred to as “Parties”) for this subrecipient agreement.

WHEREAS, the City and Pueblo County entered into an agreement for the joint operation of a health department on October 11, 1983 (the “IGA”), a copy of which is attached hereto as Exhibit A and incorporated herein by this reference;

WHEREAS, Pursuant to the IGA, the PDPHE requested an annual appropriation of funds in 2025; and

WHEREAS, an appropriation in the amount of \$654,370 was approved by City Council in the 2026 budget on November 24, 2025; and

WHEREAS, the City desires to more closely monitor and evaluate the expenditure of appropriated funds.

NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions set forth herein, the parties hereto do mutually agree as follows:

### 1. PUEBLO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT OBLIGATIONS

- a. Prior to the first day of each month, PDPHE shall invoice the City for one-twelfth (1/12) of its annual appropriation from the City, which the City shall pay to the Pueblo City-County Health Department Fund pursuant to paragraph 10 of the IGA attached as Exhibit A.
- b. PDPHE will use the appropriated funds only for the approved eligible uses outlined below:

The Duties of the Department as outlined in paragraph 8 of the IGA attached as Exhibit A

### 2. TERM OF AGREEMENT

The term of this Agreement shall be from January 1, 2026 to December 31, 2026 (“Term”), and unless extended or sooner terminated as herein provided. Upon expiration of the Term, the Parties may extend this Agreement for an agreed upon term, provided PDPHE has complied with all the terms and conditions of this Agreement. Either Party may exercise this option by sending written notice to the other prior to the end of the Term. The City reserves the right to deny for any reason a request for extension of the Term.

### 3. TERMINATION OF AGREEMENT

- (a) For Cause: This Agreement may be terminated by City for cause, including any nonperformance by PDPHE, upon written notice of nonperformance to PDPHE and after such nonperformance is not cured within fourteen (14) days thereafter.

(b) For Convenience: This Agreement may be terminated for convenience by either Party upon six months written notice given to the other party prior to the end of the calendar year, in which event, this Agreement shall terminate on midnight December 31 of the calendar year in which such notice was timely given pursuant to paragraph 12 of the IGA.

4. (c) Post Termination Procedures: In the event of termination, any unspent funds shall immediately become the sole and separate property of the City and PDPHE shall perform all acts and execute all instruments necessary to transfer and assign such property, funds, and income to City.

## 5. ASSIGNABILITY

This Agreement shall not be assigned or transferred by PDPHE without the prior written consent of the City. Any assignment or attempted assignment made in violation of this provision shall, at City's election, be deemed void and of no effect whatsoever.

## 6. PROGRAM RECORDS

PDPHE shall maintain records as to all services provided, reimbursable expenses incurred in performing this Agreement or otherwise related to the Program. Accounting records shall be kept on a generally recognized accounting basis and as requested by the City's auditor.

## 7. MONITORING AND EVALUATION

The City shall have the right to monitor and evaluate the progress and performance of the Program to assure that the terms of this Agreement are being satisfactorily fulfilled. The City may review the PDPHE's performance using on-site visits, progress reports required to be submitted by the PDPHE, audit findings, disbursements transactions, and contact with the PDPHE as necessary. Such reviews shall occur no less than annually. To assist City with its reviews, PDPHE shall furnish to the City quarterly program and financial reports of its activities in such form and manner as may be requested by the City. PDPHE shall submit a quarterly report to the City setting forth the following information:

a. Program participation numbers and fund spending together with supporting documentation which demonstrates funds have been spent consistent with the Eligible Uses set forth herein. Quarterly progress reports shall be due within fifteen (15) days following the end of the quarter (i.e. the first quarter report shall be due by April 15, the second quarter report shall be due by July 15, etc.) and must include the following information:

### 1. Financial Reporting:

- Provide financial reports showing how the appropriated funds were spent. This might include receipts, invoices, and an itemized list of expenditures.
- An annual financial statement may also be required.

### 2. Project Reporting:

- A description of the activities and projects that were funded by the appropriation, including the goals achieved and the outcomes.
- Progress reports throughout the term of the agreement to update City on the status of the projects.

3. Compliance:
  - Ensuring that the use of funds aligns with both your organization’s mission and the terms and conditions set by the City and County.
4. Impact Reporting:
  - Documentation of the community impact and benefits resulting from the projects.
  - Testimonials, photos, or other evidence demonstrating the success and impact of the projects.

b. PDPHE shall fully cooperate with the City relating to such monitoring and evaluation. The City may request additional documentation or information more frequently should it determine it necessary, in its sole and absolute discretion. The City may reduce or terminate funding to include requiring return of funds already paid should it determine, in its sole and absolute discretion, that PDPHE has (i) failed to use the funds consistent with the Program as represented in its funding application, (ii) misappropriated, mishandled, or misapplied funds, (iii) failed to provide Program information to the City upon request, (iv) failed an audit, or (v) provided false or misleading financial statements to the City.

8. PUEBLO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT FILES AND INFORMATION REPORTS

PDPHE shall maintain files containing information which shall clearly document all activities performed in conjunction with this Agreement, including, but not limited to, financial transactions, conformance with assurances, activity reports, and program income. Failure to report and prove eligible expenses will result in the requirement of funding to be repaid.

9. LIABILITY, INSURANCE

- PDPHE is receiving \$20,000 or less, which will categorically exclude the organization from meeting the insurance requirements of this Section 9.
- PDPHE is receiving more than \$20,000, which will require compliance with this Section 9.

(a) PDPHE shall carry Commercial General Liability (CGL) insurance, covering claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work under this Agreement by the PDPHE, PDPHE’s agents, representatives, employees, or subcontractors, and participants in any of PDPHE’s programs, with limits of insurance of not less than \$500,000 for each occurrence and \$1,000,000 annual aggregate. The CGL shall apply as Primary and non-contributory insurance before any other insurance or self-insurance, including any deductible maintained by or provided.

(b) PDPHE agrees that it shall procure 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 personal injury including bodily 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 in subparagraph (c).

(c) The minimum insurance coverage which PDPHE shall obtain and keep in force is as follows:

(i) Workers' Compensation Insurance complying with statutory requirements in Colorado.

(ii) Comprehensive General and Automobile Liability Insurance with limits not less than Six Hundred Thousand and No/100 Dollars (\$600,000) per person and occurrence for personal injury, including but not limited to death and bodily injury, and Six Hundred Thousand and No/100 Dollars (\$600,000) per occurrence for property damage.

(d) PDPHE shall procure and maintain, at its own expense, hazard and fire insurance for personal property and fixtures in such amounts as to adequately protect it from loss. PDPHE shall furnish a certificate of insurance certifying such coverage to City's Director of Finance upon execution of this Agreement.

#### 10. PERA LIABILITY

PDPHE 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. PDPHE shall fill out the questionnaire attached as Exhibit B and submit the completed form to Finance Office as part of the signed Agreement.

#### 11. ENTIRE AGREEMENT; AMENDMENTS

The provisions set forth in this Agreement, and all Exhibits and attachments to this Agreement, together with the IGA constitute the entire and complete agreement of the parties hereto. No amendment or modification of this Agreement, and no waiver of any provisions of this Agreement shall be binding unless made in writing and executed by the duly authorized officers of both the PDPHE and City.

#### 12. GOVERNING LAW AND VENUE

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

#### 13. RESERVATION OF RIGHTS

Failure to insist upon strict enforcement of any terms, covenants, or conditions of this Agreement shall not be deemed a waiver of such. No waiver of any breach or breaches of any provision, covenant, or condition of this Agreement shall be construed to be a waiver of any preceding or succeeding breach of such provision, covenant, or condition, or of any other provision, covenant, or condition.

14. AUTHORITY FOR SIGNATURES; ELECTRONIC SIGNATURES

- (a) The persons signing this Agreement on behalf of PDPHE represent and warrant that such persons and PDPHE have the requisite power and authority to enter, execute and deliver this Agreement and that this Agreement is a valid and legally binding obligation of PDPHE enforceable against PDPHE in accordance with its terms.
- (b) This Agreement and all other documents contemplated hereunder may be executed using electronic signatures with delivery via facsimile transmission, by scanning and transmission of electronic files in Portable Document Format (PDF) or other readily available file format, or by copy transmitted via email, or by other electronic means and in one or more counterparts, each of which shall be: (i) an original, and all of which taken together shall constitute one and the same agreement, (ii) a valid and binding agreement and fully admissible under state and federal law, and (iii) enforceable in accordance with its terms.

15. FUND AVAILABILITY; SUBJECT TO LAW

- (a) Financial obligations of City, if any, after the current year in which this Agreement is signed by both parties are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available by Pueblo City Council and City executive departments. Pursuant to the IGA, the City shall, based upon the proposed budget provided by PDPHE, determine within its sole and absolute discretion the actual amount of its appropriation for the Department.
- (b) This Agreement is expressly made subject to the limitations of the Colorado Constitution. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City Council of Pueblo, contrary to Article X, §20 of the Colorado Constitution or any other constitutional, statutory or charter debt limitation.
- (c) Nothing in this Agreement is intended, nor should it be construed, to create or extend any rights, claims or benefits or assume any liability for or on behalf of any third party, or to waive any immunities or limitations otherwise conferred upon the City of Pueblo, a Municipal Corporation under or by virtue of federal or state law, including but not limited to the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq.

IN WITNESS, WHEREOF, the PDPHE 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 MUNICIPAL CORPORATION

\_\_\_\_\_  
City Clerk  
[S E A L]

By \_\_\_\_\_  
Heather Graham, Mayor

Date \_\_\_\_\_

Pueblo Department of Public Health and  
Environment, DBA PUEBLO DEPARTMENT OF  
PUBLIC HEALTH AND ENVIRONMENT

ATTEST:

By \_\_\_\_\_  
Signature

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_  
Signature

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**EXHIBIT A  
BUDGET**

**EXHIBIT B**

**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\_\_\_.
  
- 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? 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), please provide the name, address and social security number of each such PERA Retiree.

\_\_\_\_\_  
Name  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Name  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
Social Security Number

(If more than two, please attach a supplemental list)

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

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.

Signed \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

For purposes of responding to question (b) above, an “affiliated party” includes (1) any person who is the named beneficiary or co-beneficiary 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.