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

MONDAY, FEBRUARY 9, 2026
5:30 PM

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

A. CALL TO ORDER President Mark Aliff

B. INVOCATION Councilor Joe Latino

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

E. SPECIAL RECOGNITIONS

F. PUBLIC FORUM

G. COUNCIL MEMBER AND MAYOR COMMENTARY

H. REVIEW OF AGENDA

I. APPROVAL OF AGENDA

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

J. READING AND APPROVAL OF MINUTES

Motion to dispense with the reading and approve the Minutes of the Regular Meeting dated January 26, 2026, as distributed.

J1 City Council Minutes 01/26/2026

K. CONSENT AGENDA

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

L. COMMUNICATIONS

M. RESOLUTIONS

M1 A Resolution approving and authorizing the Purchasing Agent to execute an agreement in an amount not to exceed $151,110 between the City of Pueblo, a Colorado Municipal Corporation, and Brown and Caldwell, Inc., a California Corporation, for development of a Strategic Asset Management Plan

M2 A Resolution ratifying an emergency construction contract in the amount of $146,924.68 with Miller Pipeline, LLC., for Emergency Sanitary Sewer Point Repair at 38 William White Blvd, Project No. 24-033 (WWAN03) and approving the Purchasing Agent's execution of the same

M3 A Resolution awarding a Professional Services Agreement in the amount of $145,150 to GSG Architecture, Inc., a Wyoming Corporation registered to do business in Colorado, for Project No. 25-059 Design for Limited Remodel of Fire Stations #3 and #5 and authorizing the Purchasing Agent to execute same

M4 A Resolution awarding a Professional Services Agreement in the amount of $44,600 to Galloway & Company, LLC, a Delaware Limited Liability Company registered to do business in Colorado, for Project No. 26-013 Fire Station Commissioning Service and authorizing the Purchasing Agent to execute same

M5 A Resolution transferring funds in the amount of $25,000.00 from Project Account CD2511, Homeowner Rehab, to Project Account CD2512, Abatement of Dangerous Buildings

M6 A Resolution approving Contract Amendment No. 1 in the amount of $18,705 to Cedar Ridge Landscape, Inc., for Project No. 25-077, Drone Pad and Fencing - Fire Station Nos. 4 and 8, and authorizing the Purchasing Agent to execute same

M7 A Resolution ratifying an emergency construction contract in the amount of $6,488.85 with Parker Excavating, Inc., for Emergency Sanitary sewer point repair at 315 E. Evans Ave., Project No. 24-033 (WWAN03) and approving the Purchasing Agent's execution of the same

M8 A Resolution ratifying the joint Pueblo-Boone appointment of members and confirming the Mayor's appointment of members to serve on the Southern Colorado Building Commission (SCBC)

M9 A Resolution awarding a construction contract in the amount of $370,162.00 to H.W. Houston Construction, LLC, for Project No. 26-001, Building Remodel - 650 Dittmer, setting forth $55,000.00 for contingencies, and authorizing the Purchasing Agent to execute same

M10 A Resolution approving a release of a public utility easement with respect to RPB-24-03

N. ORDINANCES – FIRST PRESENTATION

N1 An Ordinance Approving and Accepting a Grant Agreement for the City of Pueblo, A Colorado Municipal Corporation, from the Pueblo Urban Renewal Authority, authorizing the Mayor to execute the same, establishing Project No. CI2610, budgeting and appropriating funds in the amount of $91,000.00 to Project No. CI2610 for the Benedict Park Lighting Project

N2 An Ordinance approving a joint funding agreement between the City of Pueblo, a Colorado Municipal Corporation, and the U.S. Geological Survey, United States Department of the Interior, to continue the collection of hydrologic data along Fountain Creek and the Arkansas River and authorizing the Mayor to execute said agreement.

N3 An Ordinance approving a modification to the Supplemental Environmental Project (SEP) Agreement between the City of Pueblo, a Colorado Municipal Corporation, and the Colorado Department of Public Health and Environment for the purpose of developing a Household Hazardous Waste program, and authorizing the Mayor to execute the modification

N4 An Ordinance approving the St. Charles Industrial Park, Filing No. 4 Subdivision

N5 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

N6 An Ordinance amending Chapter 4 of Title XIV of the Pueblo Municipal Code relating to and establishing criteria, standards, rules and regulations for the appropriation and expenditure of funds in the 1992-2026 Sales and Use Tax Capital Improvement Projects Fund

O. APPROVAL OF CONSENT AGENDA

I move to approve all Resolutions Set Forth in the Consent Agenda; Pass the Ordinances of the Consent Agenda, Setting the Public Hearings for February 23, 2026, and Order the Ordinances to be published BY TITLE.

P. REGULAR AGENDA

Q. RESOLUTIONS

Q1 A Resolution awarding a construction contract in the amount of $7,907,540.00 with Insituform Technologies, LLC DBA C&L Water Solutions, and setting forth $2,372,262.00 for contingencies, for Project No. 25-070A (WWAN02) Stockyard Road CIPP – 60-inch and 66-inch Pipeline CIPP Rehabilitation and authorizing the Purchasing Agent to execute the same

Q2 A Resolution authorizing payment from the council contingencies account in the 2026 general fund budget to Boys & Girls Clubs of Pueblo County in the amount of $1,500 to sponsor the 2026 Champions of Youth Dinner and Awards Ceremony at 5:30 PM at the Pueblo Convention Center on March 12, 2026

Q3 A Resolution amending Sections 13 and 14 of Appendix A Legislative Procedures and Rules of Council relating to the location of City Council Work Sessions

Q4 A Resolution from the City of Pueblo in support of Colorado House Bill 26-1071, concerning allowing a local government to locate an automated vehicle identification system on an interstate highway

Q5 A Resolution from the City of Pueblo in opposition to Colorado House Bill 26-1037, declaring the bill harmful to public safety, municipal governance, and home rule authority and calling upon the Colorado general assembly to vote no thereon

Q6 A Resolution from the City of Pueblo in opposition to Colorado Senate Bill 26-071, known as the “Surveillance Accountability and Freedom Ensured (Safe) Act,” and calling upon the Colorado General Assembly to vote no thereon

Q7 A Resolution from the City of Pueblo in opposition to Colorado Senate Bill 26-070, commonly known as the “Peeps Act,” declaring the bill harmful to public safety, municipal governance, and home rule authority and urging the Colorado General Assembly to vote no thereon

R. ADJOURN

REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS – CITY HALL
#1 CITY HALL PLACE
MONDAY, JANUARY 26, 2026 - 7:00 PM

MINUTES

A. CALL TO ORDER

President Aliff called the meeting to order at 7:20 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, City Clerk Marisa Stoller.

E. SPECIAL RECOGNITIONS

E1 PROCLAMATION PRESENTATION: "PUEBLO MENTORING CELEBRATION DAY - JANUARY 29, 2026" - JESSE SENA - MENTAL HEALTH PROVIDER, MENTAL HEALTH EDUCATOR & BUSINESS ENTREPRENEUR AND MICHAEL BOTELLO - COORDINATOR OF HOUSE BILL 1451 & THE PIOG BOARD

F. PUBLIC FORUM

- Elvis Martinez - Transparency/Crime
- Fred Drussel - Hwy 47 Sound Barrier Wall Maintenance
- Dave DeCenzo - AI Jail Pope Building Lease

G. COUNCIL MEMBER AND MAYOR COMMENTARY

Mayor Graham reviewed the additional numbers the shelter was able to take in during the cold weather this weekend; HSPPR also took in a number of their pets temporarily since the shelter does not take animals. She also clarified that there is no agreement between the City and County regarding jail cells and numbers of holds for municipal offenders.

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

H. REVIEW OF AGENDA

The agenda was reviewed page by page.

I. APPROVAL OF AGENDA

Councilor Boston, seconded by Councilor Latino, moved postpone item N1 to the February 9, 2026 agenda and to approve the agenda as amended.

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

J. READING AND APPROVAL OF MINUTES

Councilor Boston, seconded by Councilor Ruiz-Gomez, moved to dispense with the reading and approve the Minutes of the Regular Meeting dated **January 12, 2026** and the Special Meeting dated **January 16, 2026** 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.

J1 CITY COUNCIL MINUTES 01/12/2026

J2 CITY COUNCIL MINUTES 01/16/2026

K. CONSENT AGENDA

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

L. COMMUNICATIONS

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

This Resolution was assigned as **16232**.

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

This Resolution was assigned as **16233**.

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

This Resolution was assigned as **16234**.

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.

This Resolution was assigned as **16235**.

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

This Resolution was assigned as **16236**.

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

This Resolution was assigned as **16237**.

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

This item was postponed to the February 9, 2026 agenda.

O. APPROVAL OF CONSENT AGENDA

Councilor Boston, seconded by Councilor Latino, moved to accept the minutes of the Planning & Zoning Commission and approve all Resolutions Set Forth in the Consent Agenda.

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

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

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

- Elvis Martinez
- Dave DeCenzo

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

Councilor Gomez, seconded by Councilor Latino, moved to increase the amount of the sponsorship to $800.

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 **16238**.

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

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 **16239**.

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

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

- Elvis Martinez appeared in person to speak against this Resolution

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

Roll Call - **Ayes:** Councilor Boston, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** President Aliff, Councilor Gomez, Councilor Latino. Motion Passed 4-3.

This Resolution was assigned as **16240**.

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

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

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

Roll Call - **Ayes:** Councilor Boston, Councilor Latino, Councilor Hernandez. **Nays:** President Aliff, Councilor Gomez, Councilor Danti, Councilor Ruiz-Gomez. Motion Failed 3-4.

This Ordinance was previously assigned as **11107;** it will retain that number from passage on January 12, 2026, but is hereby invalidated.

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

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 **11113.**

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

A staff report and detailed review of the Ordinance was given by John Griggs, Operations & Maintenance Supervisor.

PUBLIC HEARING:

- Elena Robatinen appeared in person and spoke against this ordinance.

Seeing no one else 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 **11114.**

R4 AN ORDINANCE ENTERING INTO AN MOU WITH THE PALMER LAND CONSERVANCY TO SUPPORT COMMUNITY RESOURCES THROUGH THE GREAT OUTDOORS COLORADO TRUST FUND

A staff report and detailed review of the Ordinance was given by Steven Meier, Director of Parks and Recreations.

PUBLIC HEARING:

- Jolene Collins appeared in person to speak in favor of this ordinance
- Taylor Driver appeared in person to speak in favor of this ordinance

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

Councilor Latino, seconded by Councilor 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 **11115.**

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

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:** 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 **11116.**

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

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:** 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 **11117.**

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

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

PUBLIC HEARING:

- Elvis Martinez appeared in person to speak against this ordinance
- Dave DeCenzo appeared in person to speak against this ordinance

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.

Councilor Gomez, seconded by Councilor Latino, moved to postpone this Ordinance to the February 9, 2026 agenda.

Roll Call - **Ayes:** Councilor Gomez, Councilor Latino, Councilor Ruiz-Gomez. **Nays:**

President Aliff, Councilor Boston, Councilor Hernandez, Councilor Danti. Motion Failed 3-4.

The original motion was voted on.

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

This Ordinance was assigned as **11118.**

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

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 Danti, moved to approve the Ordinance on final presentation.

President Aliff, seconded by Councilor Latino, moved to postpost this Ordinance to the February 23, 2026 agenda.

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

S. ADJOURN

President Aliff adjourned the meeting at 9:19 p.m.

Respectfully submitted,

Marisa Stoller
City Clerk

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Background Paper for Proposed Presentation

COUNCIL MEETING DATE: February 9, 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 APPROVING AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE AN AGREEMENT IN AN AMOUNT NOT TO EXCEED $151,110 BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND BROWN AND CALDWELL, INC., A CALIFORNIA CORPORATION, FOR DEVELOPMENT OF A STRATEGIC ASSET MANAGEMENT PLAN

SUMMARY:

This Resolution accepts an agreement between the City of Pueblo, a Colorado Municipal Corporation, and the Wastewater Engineer of Record, Brown and Caldwell, Inc. for professional services associated with the development of a Strategic Asset Management Plan for the Wastewater Department. This plan is a concise framework that documents and communicates Wastewater's asset management vision, policy, objectives and near-term goals.

PREVIOUS COUNCIL ACTION:

On February 12, 2024, the City Council approved Resolution No. 15497, selecting Brown and Caldwell, Inc. as the Engineer of Record for the Wastewater Department.

BACKGROUND:

The Wastewater Department is developing this plan with Brown and Caldwell to enhance the overall asset management program. This program will allow for better decisions in replacing assets and determining the risks of an asset failing over time. This plan will also allow better planning of replacement of assets and make better decisions based on asset attributes, valuation risk and the remaining useful life of the asset.

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FINANCIAL IMPLICATIONS:

The cost of the agreement with Brown and Caldwell, Inc. to provide professional services for the project will not exceed $151,110. Funds for this project are available from the Sewer User Fund and have been appropriated in the Sewer User Fund, Professional Services.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

The no-action alternative would cause the City to have to continue to have risks associated with not having data to make better decisions based on data on the life cycle of assets.

RECOMMENDATION:

Approval of the Resolution

ATTACHMENTS:

1. 02-09-26 B&C 23-130 Agmt Strategic Asset Management

Docusign Envelope ID: 4A54CC6B-9DA8-46A7-97EB-8CB2A1177FD0

RESOLUTION NO. 16241

A RESOLUTION APPROVING AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE AN AGREEMENT IN AN AMOUNT NOT TO EXCEED $151,110 BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND BROWN AND CALDWELL, INC., A CALIFORNIA CORPORATION, FOR DEVELOPMENT OF A STRATEGIC ASSET MANAGEMENT PLAN

WHEREAS, The City maintains the collection system and operates the James R. DiIorio Water Reclamation Facility for the purpose of treating municipal wastewater; and

WHEREAS, Project NO. 23-130 Wastewater Department Engineer of Record-Strategic Asset Management Plan will ensure a programmatic approach to asset management.

WHEREAS, Brown and Caldwell, Inc. is the Engineer of Record for the Wastewater Department and has proposed and been determined the most qualified to provide the professional services; NOW, THEREFORE;

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The agreement between the City of Pueblo, a Colorado Municipal Corporation, and Brown and Caldwell, Inc., a California Corporation, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved, and City Council authorizes the work to be performed in the amount of $151,110.

SECTION 2.

Funds in the amount of $151,110 will be paid from appropriated funds budgeted in the City's 2026 Budget from the Sewer User Fund, Professional Services.

SECTION 3.

The Purchasing Agent is hereby authorized to execute the agreement 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.

Docusign Envelope ID: 4A54CC6B-9DA8-46A7-97EB-8CB2A1177FD0

SECTION 4.

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

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: February 9, 2026

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Alliff B7A4F5182SAB482...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by: 7C02EBDEEC3D43C...
CITY CLERK

PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN CITY OF PUEBLO AND
BROWN AND CALDWELL, INC.

23-130

WASTEWATER DEPARTMENT ENGINEER OF RECORD - STRATEGIC ASSET MANAGEMENT PLAN

PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN CITY OF PUEBLO AND BROWN AND CALDWELL, INC.

1. INTRODUCTION

THIS AGREEMENT ("Agreement") made and entered this _____ day of _____, 20____, by and between the City of Pueblo, a Municipal Corporation (hereinafter referred to as "City") and Brown and Caldwell, Inc., a registered California Corporation (hereinafter referred to as "Consultant"), for Consultant to render certain professional consulting and related services for City in connection with Bid 23-130 Wastewater Department Engineer of Record - Strategic Asset Management Plan, hereinafter referred to as the "Project." In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

A. Consultant shall satisfactorily perform professional consulting and related services for the Project described in more detail in Schedule 1 attached hereto and incorporated herein by reference (the "Services"). Such Services shall include all usual and customary professional services incidental to the work on the Project. In the event this Agreement follows the selection of Consultant by City pursuant to a Request for Proposals (RFP), all of the requirements of that RFP are incorporated herein by reference, unless any requirement is expressly excluded in Schedule 1.

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

2. CONSULTANT RESPONSIBILITIES

A. Consultant shall be responsible for the professional quality, technical accuracy, and timely completion of Consultant's work, including that performed by Consultant's subconsultants and subcontractors. Consultant and subconsultant work and work product shall include data, diagrams, documents, lists, presentations, reports, plans, schedules, summaries, systems, tables, and technical memoranda, irrespective of City's approval of or acquiescence in same. Consultant shall be responsible, in accordance with applicable law, to City for all loss or damage to City to the extent caused by Consultant's negligent act or omission. Consultant shall be completely responsible for the safety of Consultant's employees in the execution of work under this Agreement and shall provide all necessary safety and protective equipment for said employees.

B. Consultant acknowledges that performance of each phase shall be observed as represented in Schedule 3 attached hereto. Schedule 3 is the schedule by which Consultant proposes to

accomplish its work, with time periods for which it will commence and complete each major work item of each phase. Except to the extent the parties agree to time extensions for delays beyond the control of Consultant, Consultant shall adhere to this schedule and perform its work in a timely manner so as not to delay City's timetable for achievement of interim tasks and final completion of Project work. Consultant further acknowledges that its schedule has accounted for all reasonably anticipated delays, including those inherent in the availability of tools, supplies, labor, and utilities required for the work, the availability of information which must be obtained from any third parties, and all conditions to access to public and private facilities.

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

D. Consultant acknowledges that, due to the nature of the services for this Project, related professional services, and the impact of same on the Project, the City has a substantial interest in the personnel and consultants to whom Consultant assigns principal responsibility for services performed under this Agreement. Consequently, Consultant represents that Consultant has selected and intends to employ or assign the key personnel and subconsultants identified and noted in Schedule 2 for the Project assignments and areas of responsibility stated therein. Within 10 days of execution of this Agreement, City shall have the right to object in writing to employment on the Project of any such key person, subconsultant, or assignment of principal responsibility, in which case Consultant will employ alternate personnel for such function or reassign such responsibility to another to whom City has no reasonable objection. Thereafter, Consultant shall not assign or reassign Project work to any person to whom City has reasonable objection.

3. CITY'S RESPONSIBILITIES

A. City agrees to advise Consultant regarding City's Project requirements and to provide all relevant information, data and previous reports accessible to City which Consultant may reasonably require. Consultant shall rely on information provided without verification unless otherwise agreed in Schedule 1. City shall notify Consultant of any known or potential health or safety hazards existing at or near the project site.

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

C. City shall examine all documents presented by Consultant and render decisions pertaining thereto within a reasonable time. The City's approval of any data, diagrams, documents, lists, presentations, reports, plans, schedules, summaries, systems, tables, technical memoranda, or work product furnished hereunder shall not in any way relieve Consultant of responsibility for the professional adequacy of its work.

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

4. TIME FOR PERFORMANCE

Consultant's obligation to render services shall continue for such period of time as may reasonably be required for completion of the work contemplated in Schedule 1 – “Services” of this Agreement. The proposed work schedule attached as Schedule 3 may be adjusted by mutual agreement of all parties.

5. PAYMENT

A. City will pay to Consultant as full compensation for all services required to be performed by Consultant under this Agreement, except for services for additional work or work beyond the scope of this Agreement as shown in A1 below, an amount not to exceed $151,110.00 in the aggregate as set forth in the grand total shown in Schedule 2 "Fee Schedule".

1. The maximum amount of each phase shall not exceed the amount specified in Schedule 2 for such phase unless agreed upon by Consultant and City with a written Change Order or written Amendment.

2. A written Change Order may be considered for an increase amount of the applicable phase for up to 10% of the grand total cost of the project.

3. A written Amendment approved by City Council, Consultant, and Department Director shall be utilized for any agreed upon change to each phase exceeding 10% of the grand total.

B. Consultant shall submit periodic, but not more frequently than monthly, applications for payment, aggregating to not more than the maximum amount set forth above, for actual professional services rendered and reimbursable expenses incurred.

   1. Such applications shall be submitted based upon the hourly rates and expense reimbursement provisions for each phase as set forth in Schedule 2 and shall contain appropriate documentation that such services have been performed and expenses incurred.

   2. Such applications for payment of each phase shall not exceed 90% of said phase until final work of the phase has been completed. The final application for payment for each phase shall be the remaining 10% of the phase and shall be paid upon satisfactory completion of the phase as approved by City.

   3. The applications for payment shall be submitted monthly with consideration of City for review of satisfactory completion and payment within 45 days of the date of such application is received provided that sufficient documentation has been furnished.

   4. The final application for payment for the final 10% of the final phase, shall be held by City until all previous phases and current final phase have been completed to City's reasonable satisfaction and all required Consultant submittals have been provided.

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

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

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

6. TERMINATION

A. City reserves the right to terminate this Agreement and Consultant's performance hereunder, at any time upon 10 days' written notice, either for cause or for convenience. Upon such termination, Consultant and its subcontractors shall cease all work, stop incurring expenses, and shall promptly deliver to City all data, diagrams, documents, lists, presentations, reports, plans, schedules, summaries, systems, tables, technical memoranda, or work product as Consultant may have accumulated in performing this Agreement, together with all finished work and work in progress. Consultant shall at all times act in good faith with respect to the orderly transfer of work to the City or any entity designated by City.

B. Upon termination of this Agreement for events or reasons not the fault of Consultant, Consultant shall be paid at the rates specified in Schedule 2 for all services rendered and

reasonable costs incurred to the date of termination; together with any reasonable costs incurred within 10 days of termination provided such latter costs could not be avoided or were incurred in mitigating loss or expenses to Consultant or City. Consultant shall provide a detailed final invoice to the City within fourteen (14) calendar days from the effective date of termination, itemizing the work completed, costs incurred, and any outstanding payments due. In no event shall payment to Consultant upon termination exceed the maximum compensation provided for complete performance in Section 5, and the Consultant expressly waives any right to claim damages, including but not limited to lost profits, anticipated revenue, or indirect or consequential damages arising out of or relating to the termination for convenience.

C. In the event termination of this Agreement or Consultant's services is for breach of this Agreement by Consultant, or for other fault of Consultant including but not limited to any failure to timely proceed with services, or to pay its employees and Consultants, or to perform services with that level of care and skill ordinarily exercised by consultants performing similar services at the time services are performed in a manner deemed satisfactory by City's Project Representative, then in that event, Consultant's entire right to compensation shall be limited payment at the rates specified in Schedule 2 for services satisfactorily performed and reimbursable expenses reasonably incurred, prior to date of termination.

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

7. GENERAL PROVISIONS

7.1. Ownership of Documents

All data, diagrams, documents, lists, presentations, reports, plans, schedules, summaries, systems, tables, technical memoranda, work product, and all other documents or instruments procured or produced by the Consultant in the performance of this Agreement shall be the sole property of the City upon payment to Consultant for work performed and the City is vested with all rights therein of whatever kind and however created, whether created by common law, statutory law, or by equity. The Consultant agrees that the City shall have access at all reasonable times to inspect and make copies of all notes, designs, drawings, specifications, technical data, reports, and all other documents pertaining to the work to be performed under this Agreement. In the event City uses the information provided hereunder for another project independent from Project, without adaptation by Consultant, City shall hold harmless Consultant from all loss, claims, injury, and judgments arising from the use of such information for such other project.

7.2. Advertising

Unless specifically approved in advance in writing by City, Consultant shall not include representations of the Project in any advertising or promotional materials, except for accurate statements contained in resumes or curriculum vitae of Consultant’s employees. Consultant may make an accurate statement that it worked for City on the Project, but if Consultant wishes to include representations in advertising or promotional materials, it shall submit a draft of same and printer’s proof of the proposed advertising

or promotional materials to the City for prior review and shall not publish or distribute same unless written approval of the materials is first obtained.

7.3. Equal Employment Opportunity

In connection with the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, disability, or age. Consultant shall endeavor to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, national origin, disability, or age.

7.4. Notices

Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either the City or the Consultant by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service when deposited in the United States mail, first-class postage prepaid, addressed to the City of Pueblo, City of Pueblo, Department of Wastewater, Attn: Andra Ahrens, Director, 1300 S. Queens Avenue, Pueblo, Colorado, 81001; or to the Consultant, Brown and Caldwell, Inc., Attn: Michael Thorstenson, Principal-In-Charge, 1527 Cole Blvd., Suite 300, Lakewood, Colorado, 80401. Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

7.5. Entire Agreement

This instrument contains the entire agreement between the City and the Consultant respecting the Project, and any other written or oral agreement or representation respecting the Project or the duties of either the City or the Consultant in relation thereto not expressly set forth in this instrument are null and void. Notwithstanding the foregoing, the terms of Bid 23-130 Wastewater Department Engineer of Record and 23-130 Master Contract, are hereby incorporated herein, and Consultant agrees to abide by and comply with the same. In the event of any conflict between any provision of this Agreement and a provision of any Schedule or attachment to this Agreement, the provision in any schedule or attachment shall control and supersede the conflicting provision in Agreement.

7.6. Subcontracts

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

B. Consultant shall indemnify and defend City from all claims and demands for payment for services provided by subcontractors of Consultant to the extent City has paid Consultant for services performed by Consultant's subconsultants and subcontractors.

C. Consultant acknowledges that, due to the nature of the services to be provided under this Agreement, the City has a substantial interest in the personnel and consultants to whom Consultant assigns principal responsibility for services performed under this Agreement. Consequently, Consultant represents that it has selected and intends to employ or assign the key personnel and consultants identified in its proposal submitted to City prior to execution of this Agreement to induce City to enter this Agreement. Consultant shall not change such consultants or key personnel except after giving notice of a proposed change to City and receiving City's consent thereto. Consultant shall not assign or reassign Project work to any person to whom City has reasonable objection.

7.7. Successors and Assigns

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

7.8. Amendments

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

7.9. Choice of Law, Jurisdiction, and Venue

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

7.10. Severability

If any provision of this Agreement, is determined to be directly contrary to and prohibited by law or the requirements of any federal grant or other Project funding source, then such provision shall be deemed void and the remainder of the Agreement enforced.

7.11. Appropriations

The City is prohibited by law from making commitments beyond the term of the current City Fiscal Year. Payment to Consultant beyond the current City Fiscal Year is contingent on the appropriation and continuing availability of agreement funds in any subsequent year. The City's obligation to pay Consultant shall be contingent upon funding continuing to be made available for payment. Payments to

be made pursuant to this Agreement shall be made only from Agreement Funds, and the City's liability for such payments shall be limited to the amount remaining of such Agreement Funds. If City funds are not appropriated, or otherwise become unavailable to fund this Agreement, the City may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The City shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination. Consultant shall confirm availability of Agreement Funds before proceeding and/or making obligations for work exceeding the initial and subsequent annual appropriations.

7.12. Force Majeure

Neither party shall be responsible for delays caused by circumstances beyond its reasonable control including but not limited to governmental action, statute, ordinance, rule or regulation, strike or other labor troubles, fire, acts of God, or other incidents outside of either party's control that makes performance or acceptance impossible or impractical. The Consultant shall not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control created from any force majeure event.

8. DISPUTES

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

9. INSURANCE

9.1. Conditions

A. Consultant agrees that it has procured and will maintain during the term of this Contract, such insurance as will protect it and City 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 B.

B. Consultant agrees to hold harmless, defend and indemnify City from and against any liability to third parties, to the extent caused by the negligent acts, errors or omissions of Consultant, its employees, subcontractors, and consultants.

9.2. Minimum Requirements

A. Commercial General Liability Insurance. The Consultant shall secure and maintain during the period of this Contract and for such additional time as work on the project is being performed, Commercial General Liability Insurance issued to and covering the liability of the Consultant with respect to all work performed by it and all its subcontractors under the Contract, to be written on a commercial general liability policy form. This insurance shall be written in amounts not less than a combined single limit of $1,000,000 for each occurrence and aggregate for bodily injury including death and property damage. This policy of insurance shall name the City of Pueblo, its agents, officers, and employees as additional insureds. This policy shall have all necessary endorsements to provide coverage without exclusion for explosion and collapse hazards, underground property damage hazard, and blanket contractual coverage. The policy shall also provide "Completed Operations and Projects Liability" coverage.

B. Commercial Automobile Liability Insurance. The Consultant shall procure and maintain during the period of the Contract and for such additional time as work on the project is being performed, Commercial Automobile Liability Insurance. This insurance shall be written with limits of liability of $1,000,000 each accident for bodily injury and property damage. This insurance shall include uninsured/underinsured motorist coverage and shall protect the Consultant from any and all claims arising from the use both on and off the site of the project of automobiles, trucks, tractors, backhoes, and similar equipment whether owned, leased, hired or used by Consultant.

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

D. Professional Liability Insurance with coverage of not less than $1,000,000 each claim and aggregate in a form and with a self-insured retention acceptable to City.

E. Consultant shall furnish to City a certificate or certificates of insurance showing compliance with this Section. Consultant shall obtain a special endorsement from its insurance carrier that provides that the insurance shall not be changed or cancelled until ten (10) days after written notice has been given to City and provide a copy of such endorsement to City. Consultant shall immediately notify City of any substantial change in, or cancellation, or non-renewal of any such insurance.

10. GOVERNMENTAL IMMUNITY

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

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

11. ACCESSIBILITY

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

12. IMMIGRATION REFORM AND CONTROL ACT OF 1986

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

13. PERA LIABILITY

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

14. SCHEDULES

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

- Schedule 1 - "Scope of Services" consisting of 19 pages.
- Schedule 2 - "Fee Schedule" consisting of 1 page.
- Schedule 3 - "Work Schedule" consisting of 1 page.

15. ELECTRONIC SIGNATURE

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

agreement and fully admissible under state and federal law, and (3) enforceable in accordance with its terms.

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

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

CITY OF PUEBLO, A MUNICIPAL CORPORATION

By_____
Teresa May Burns, Director of Purchasing

Attest_____
Marisa Stoller, City Clerk

[SEAL]

BROWN AND CALDWELL, INC.

By_____
Michael J. Thorstenson, Principal-In-Charge

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

_____
Danny Nunn, Director of Finance

APPROVED AS TO FORM
DEPARTMENT OF LAW

_____
Robert Jagger, Deputy City Attorney

Attachments: Schedules 1 - 3 and Additional Information for Agreement

Schedule 1

Scope of Service

Excerpt from Consultant's Proposal dated December 5, 2025, Pages 1 – 19

Subject: Scope of Work for a Strategic Asset Management Plan

As part of the City of Pueblo's (Pueblo's) programmatic approach to asset management, Brown and Caldwell (BC) is pleased to present this proposal for developing a Strategic Asset Management Plan (SAMP) for the James R. Dilorio Water Reclamation Facility (WRF). This SAMP is the foundational step in Pueblo's programmatic asset management approach. A Strategic Asset Management Plan (SAMP) is a concise framework that documents and communicates Pueblo's asset management vision, policy, objectives, and near-term actions. It describes the drivers for asset management and links the organizational goals and implemented systems that support an organization's asset management program. A SAMP also allows Pueblo to implement asset management consistently across the organization so that employees, processes, and tools work together to ensure well-informed and balanced decisions are made in the best overall interest of Pueblo. Think of the SAMP framework as the "rule book" for facility/system plans (Tactical Asset Management Plans – TAMPs) to help meet the established service level expectations and other operational objectives at the lowest lifecycle cost.

The time frame to deliver the Pueblo SAMP will be approximately nine (9) months with fee of $151,110.00.

BC will work with Pueblo to identify the next tasks to be accomplished as part of its programmatic approach to asset management during the latter parts of the SAMP.

Thank you for this opportunity to work with Pueblo on this very important strategic initiative. BC stands ready to answer any questions you may have on this scope of work.

Programmatic Approach to Asset Management

The City of Pueblo (Pueblo) is undertaking a programmatic approach to enhance its over-all asset management program. This approach balances the needs of Pueblo's desire to effectively enhance its asset management program for vertical and linear assets with time to complete the many associated asset management tasks and the budget con-straints of an operating utility.

Pueblo has asked Brown and Caldwell to support and guide them through what is ex-pected to be a multi-year effort focusing on the many facets of asset management. The plan is for Pueblo to budget approximately $150,000 - $200,000 each year for asset management services that may include tasks such as:

- Developing a Strategic Asset Management Plan (SAMP)
- Performing Tactical Asset Management Plans (TAMP)
- Developing long-range CIP plans
- Creating an asset management training program
- Performing a Failure Mode, Effects, and Criticality Analysis
- Executing a digital strategy assessment
- Developing asset management dashboards to make AM related decisions
- Optimizing business processes
- Performing a reliability centered maintenance assessment
- Creating asset handover standards
- Reviewing inventory practices

Pueblo and BC will work together to develop a plan each year that works within Pueblo's constraints for the following year. The plan will focus on Pueblo's most pressing asset management related needs and will be focused on moving Pueblo's asset management program forward. Some years could be several smaller projects, other years could be a single, larger project such as a SAMP

The first step on Pueblo's enhanced asset management journey is the creation of their strategic asset management plan. The following pages highlight how BC proposes to partner with Pueblo on delivering its SAMP.

SAMP Background

A Strategic Asset Management Plan (SAMP) is a foundational Asset Management Program document that communicates the City's asset management vision, policy, objectives, and near-term actions. It describes the drivers for asset management and links the organizational goals and implemented systems that support an organization's asset management program.

BC delivers the SAMP in four major work components, as shown in Figure 1 below.

Figure 1: Strategic Asset Management Plan Components

BC couples the approach above with a robust program management component to ensure Pueblo knows what is going on at all times during the program.

Task 1: Program Management

BC believes that effective program management minimizes surprises and keeps Pueblo informed at all times. As such, BC proposes the following program management activities that will be carried out throughout the life of the program.

- BC will conduct a one (1) hour project kick-off meeting held virtually to review the project scope, review goals and deliverables, identify key stakeholders, and establish communication protocols.
- BC will conduct weekly 30-minute virtual meetings with the Pueblo Project Manager (PM) to discuss project status, action items, and potential areas of concern. BC will prepare meeting minutes for the weekly meeting with action items that require a response from team members or other project stakeholders. BC will

develop and maintain a rolling Decision Log, updated monthly and submitted with the invoice and progress report

- BC will develop and maintain a rolling comments and action items log in an excel spreadsheet to log comments from Pueblo's project team and other staff members. BC will update the comments log by responding to each comment and identifying the status. BC will move resolved items to maintain a historic register.
- In addition to the weekly meetings, BC will hold as-requested in-person meetings with the management, Senior team, and other Pueblo staff to supplement the meetings outlined in the subsequent tasks. The purpose of these meetings is to provide a platform for updates, address identified challenges, and support ongoing project activities.

Task Assumptions:

- Program management will be throughout the duration of the Pueblo Asset Management Programmatic Approach
- A Request for Information will be sent to Pueblo at the beginning of the project
- BC will have at minimum of two weeks to review the documentation prior to any workshop being held

Meetings:

- Project kick-off
- Bi-weekly 30-minute project manager (PM) check-in meetings

Pueblo's Responsibilities:

- Participate in the kick-off meeting
- Pueblo PM participate in bi-weekly PM meeting

Task 1 Deliverables:

- Kickoff meeting agenda, slides, and minutes
- PM meeting agenda and minutes
- Monthly progress reports and invoices
- Project schedule

The SAMP program is broken into the four phases shown as shown in Figure 1 above. A fifth phase to develop is included for delivery that includes the roadmap to implement the SAMP and the creating the SAMP deliverable. This proven approach groups related components into an easy-to-understand delivery approach. The four phases and specific tasks within each phase include:

Phase 1: Organizational Framework

- Task 2: Create an Asset Management Vision Statement
- Task 3: Develop an Asset Management Policy Document
- Task 4 Develop the Asset Management Program Goals and Objectives
- Task 5: Develop a Governance Strategy
- Task 6 Develop Asset Management Specific Levels of Service and KPIs

Phase 2: Information Systems and Data Management

- Task 7: Develop Asset Hierarchy, Asset Register and Data Attributes
- Task 8: Develop Asset Management Systems of Record Strategy

Phase 3: Operations and Maintenance

- Task 9 Asset Lifecycle Guidelines
- Task 10: Develop Maintenance Decision Making Strategy
- Task 11: Develop Condition Scoring Framework

Phase 4: Decision Making and Capital Planning

- Task 12: Develop Business Risk Exposure Framework

Phase 5: Implementation Roadmap

- Task 13: Create SAMP Implementation Roadmap and SAMP Document

The following section details out each of the phases and tasks.

Phase 1: Organizational Framework

The SAMP Organizational Framework describes the overarching goals of the Pueblo Asset Management Program and creates the senior management level policy commitment to show the value of asset management to the organization. The following three tasks are the associated with this phase.

Task 2: Create an Asset Management Vision Statement

A vision statement provides guidance to internal and external stakeholders on Pueblo's asset management journey. The statement should be clear, concise, and valid. An Asset Management Vision Statement supports Pueblo's overall Vision Statement and describes what Pueblo is wanting to achieve with its Asset Management Program. BC will review any asset management related policy documents that Pueblo has to help craft a draft AM vision statement. The Pueblo team will review and revise the Vision statement prior to finalizing.

Task Assumptions:

- Vision statement will be for vertical and linear assets

Meetings:

- A 1-hour virtual workshop to develop an asset management Vision Statement

Pueblo's Responsibilities:

- Review preliminary vision statement examples
- Attend workshop to develop Pueblo Asset Management Vision Statement

Task 2 Deliverables:

- Workshop agendas, presentation slides, and meeting minutes
- Documented Vision Statement

Task 3: Develop an Asset Management Policy Document

An asset management policy sets the intentions and direction of Pueblo's management to support and facilitate asset management within the organization.

The policy supports the asset management vision and includes:

- Statement of management commitment to asset management
- Guidance to staff in carrying out the asset management vision
- Definition of an asset
- How to determine if an item is a Pueblo asset

Task Assumptions:

- Senior Management is available and willing to review and sign the finalized policy
- Final AM Policy will be within the SAMP

Meetings:

- One (1) 2-hour virtual workshop to define the Policy Statement
- One (1) 2-hour virtual workshop to determine how to define if future/new items are Pueblo assets

Pueblo's Responsibilities:

- Review the draft AM Policy prior to the AM policy workshop
- Attend the AM Policy workshop
- Approve final AM Policy
- Determine the appropriate senior-level signatory and obtain signature

Task 3 Deliverables:

- Workshop agendas, presentation slides, and meeting minutes
- Finalized AM Policy statement suitable for Senior endorsement and inclusion in the SAMP.

Task 4: Develop the Asset Management Program Goals and Objectives

The Asset Management Program goals and objectives define the outcomes and results that Pueblo seeks to achieve. The goals and objectives are aligned with the overall Pueblo Vision and Mission.

Items that may be included in the Goals and Objectives are:

- Stakeholder focus
- Lifecycle approach

- Risk based approach
- Triple bottom line efforts
- Repeatable and defensible decision making
- Regulatory compliance
- Information sharing
- Operational reliability

The program goals and objectives set the foundation for the remaining tasks, so it is critical that the time needed be taken for this task.

Task Assumptions:

- This task is a prerequisite for the remaining tasks

Meetings:

- Two (2) two-hour virtual workshops to develop the program goals and objectives

Pueblo's Responsibilities:

- Attend the two (2) AM Goals and Objectives workshops
- Review draft and final document outlining the Pueblo AM Goals and Objectives

Task 4 Deliverables:

- Two (2), 2-hour workshops to develop the asset management program goals and objectives
- Workshop agendas, presentation slides, and meeting minutes
- Documented AM Program Goals and Objectives suitable for inclusion in the SAMP

Task 5: Develop a Governance Strategy

Governance strategy defines the policies needed to effectively carry out asset management at Pueblo and the roles and responsibilities for carrying out asset management activities. Asset management governance:

- Defines asset management policies and procedures needed
- Establishes definitions to be used by all
- Articulates the roles and responsibilities of the AM teams and team members
- Established framework for accountability
- Allows for continuous improvement

The purpose of governance is to drive organizational and functional coordination, facilitate communications and enhance decision making. Effective governance will provide Pueblo with many benefits such as:

- Consistency: Agreed upon messages, principles and frameworks consistently applied throughout Pueblo
- Alignment: Decision making aligned to Pueblo goals and the AM vision and mission

- **Improved Capabilities**: Increasing knowledge of AM and the capabilities needed to implement AM
- **Compliance**: With Pueblo's own policies and those required by regulators
- **Ability to Influence Change**: Pueblo personnel can make process changes to achieve goals with minimum disruption
- **SAMP / TAMP Sustainability**: SAMP and TAMPs updated and remain as guides to AM team in daily work activities
- **Availability of Resources**: Helps ensure Pueblo has the tools, financial, and staffing resources to deliver on its AM commitments effectively and efficiently

An example governance table could look like the following.

Lifecycle	Process	Governance Team Owner	Governing Document
Plan	Define and prioritize asset needs	DMCP	Strategic Asset Management Plan (SAMP)
	Define and communicate roles and responsibilities	OF	
	Use standard AM nomenclature	OF	
	Define performance measurement	OF	Strategic Asset Management Plan (SAMP)
Design	Update asset register	O&M	Asset Registers Update Procedure
	Design for sustainability	OF	Engineering Design Standards
	Design for maintainability	OF	
Construct	Collect required asset documentation	O&M	Handover Standards
	Collect required AM data	O&M	
	Accept new assets	O&M	
	Commission new assets and project closeout	OF	Commissioing and Project Closeout
	Dispose of assets	OF	Disposal Standards
Operate	Assess asset condition	O&M	Strategic Asset Management Plan (SAMP)
	Assign consequence of failure	O&M	
	Assign likelihood of failure	O&M	
	Define asset maintenance strategy	O&M	
	Create and compete work orders	O&M	Work Order Process
	Inventory spare parts	ISDM	Inventory Process
	Identify spare parts	ISDM	Inventory Process
	Decide to rehab or replace assets	DMCP	Strategic Asset Management Plan (SAMP)
	Dispose of asset	OF	Asset Disposition Process

LEGEND	
ISDM	Information systems and Data Management
DMCP	Decision Making and Capita Planning
O&M	Operations and Maintenance
OF	Organizational Framework

Please note, unless specifically called out elsewhere in this scope, the SAMP does not develop the documents identified by this task; rather, it focuses on what documents Pueblo will need to create as part of its AM Roadmap implementation.

Task Assumptions:

- Pueblo will identify potential AM leadership groups ahead of the workshop
- Pueblo will provide existing governance information to BC at least two weeks prior to the workshop (will be requested as part of a Request for Information)

Meetings:

- One (1) 2-hour virtual governance workshop

Pueblo's Responsibilities:

- Attend the governance workshop
- Review Draft Governance Table
- Review Draft Roles and Responsibilities

Task 5 Deliverables:

- One (1) 2-hour governance workshop
- Workshop agendas, presentation slides, and meeting minutes
- Documented Governance Roles and Responsibilities
- Documented Governance Table

Task 6: Develop Asset Management-Specific Levels of Service and KPIs

Levels of Service (LOS) are the parameters or combination of parameters that reflect social, political, economic, and environmental outcomes (triple bottom line) that an organization delivers to its customers and key stakeholders. LOSs typically relate to service attributes such as quality, reliability, responsiveness, sustainability, timeliness, accessibility, and cost and provide the link between higher level organizational goals and objectives and more detailed technical and operational objectives. A LOS identifies the **"WHAT"** Pueblo wants to track and serves as the link between Pueblo's asset management objectives and the key performance measures.

For clarity, Key Performance Indicators (KPIs) define **"HOW"** Pueblo is going to measure and track activities being implemented to meet the desired LOSs. Defining appropriate LOSs and associated KPIs is a critical component of any asset management and/or capital improvement program.

For this task, BC will work to identify asset management specific Levels of Service Statements and associated KPIs that can be used to identify progress toward the outcomes Pueblo desires. An example of an AM Program Objective and Corresponding LOS is shown below

- **AM Program Objective:** Assure safe, reliable, and efficient operation and maintenance
- **LOS:** High consequence of failure (CoF) systems are available/online all the time
- **KPI:** High CoF system available/online 24 x 7 x 365

BC will hold two (2) 2-hour workshops with Pueblo to develop specific asset management LOS and KPIs that can be applied Pueblo-wide that align with the overall Pueblo Program Objectives. Note that more specific LOSs and KPIs may need to be developed for each TAMP undertaken in the future.

Task Assumptions:

- Two(2) 2-hour workshops to develop the overarching asset management LOS and KPIs
- Table highlighting the agreed to LOS statements, associated KPIs, and how they tie back to the AM policy
- The LOS and KPI workshops will be held on the same day, one in the morning, one in the afternoon

Meetings:

- One(1) 2-hour in person workshops to develop the overarching asset management LOS
- One(1) 2-hour in person workshops to develop the overarching asset management KPIs

Pueblo's Responsibilities:

- Attend both LOS/KPI workshops
- Review draft LOS/KPI table

Task 6 Deliverables:

- Two (2) 2-hour workshops to develop the overarching asset management LOS and KPIs
- Workshop agendas, presentation slides, and meeting minutes
- Table highlighting the agreed to LOS statements, associated KPIs, and how they tie back to the AM policy

Phase 2: Information Systems and Data Management

Pueblo uses a combination of systems, tools, and data to support day-to-day operations. The data collected are valuable repositories of information and used to support elements of the AM program. This phase develops an overview of the system interactions. More importantly this section defines the cornerstone of effective asset management, the asset hierarchy and asset register.

Task 7: Develop Asset Hierarchy, Asset Register, and Data Attributes

This task develops a revised recommended vertical and linear asset hierarchy that Pueblo can use across its system to better enable data informed decision making. As part of this task, the asset attribute fields that Pueblo wants to capture for all its assets will be identified for vertical and linear assets.

Using Pueblo's asset management related systems (e.g., CMMS, GIS) and data review, BC will develop a recommended asset hierarchy for Pueblo that can be used for vertical and linear assets. This approach allows Pueblo to maintain a consistent hierarchy across multiple facilities, systems, and assets, simplifying input into the systems supporting asset management efforts.

Once the asset hierarchy is agreed to, BC will create an asset register using existing asset registers from its CMMS and GIS systems. The asset register can be validated with the future activities of a Failure Mode, Effects, and Criticality Analysis (FMECA) and/or a Tactical Asset Management Plan (TAMP).The asset register typically uses a hierarchical structure providing "parent - child" relationships. This will allow Pueblo to go into the asset register database and easily drill down to find assets or extract rollups or totals at different levels of the asset hierarchy in alignment with desired business and operational decision-making needs. When completed, the asset register provides a comprehensive asset data set as attributes, valuation, risk, and remaining useful life required to support asset management decisions to be made. It will be important that the format of the asset register can be brought into the Pueblo asset management system (e.g., CMMS, EAM, or GIS) when the asset register is complete.

Developing asset hierarchy and the asset register will include the following components:

- **Asset Definition:** Using existing Pueblo asset lists and adding assets uncovered in the document review step
- **Asset Class:** An asset class can be defined as a group of assets with similar type, function, useful life, and pricing attributes (e.g., size, material, power).
- **Data Standards:** Data standards identify data attributes required to support asset management decisions. There are common attributes (e.g., year of install, replacement cost, asset naming/numbering) and specific attributes (e.g., type, power, size, length, and material) for each asset class.

Task Assumptions:

- An asset hierarchy and asset register currently exist for both vertical and horizontal assets that BC can review

Meetings:

- One (1) 2-hour virtual workshop to review recommendations on the asset hierarchy
- One (1) 2-hour virtual workshop to review the asset register and its components

Pueblo's Responsibilities:

- Pueblo will provide existing asset hierarchy
- Pueblo will provide existing asset registers from its CMMS and GIS systems
- Attend the asset hierarchy workshop
- Attend the asset register workshop

Task 7 Deliverables:

- Workshop agendas, presentation slides, and meeting minutes
- Document outlining the asset hierarchy and asset register to be included in the SAMP

Task 8: Develop Asset Management System of Record Strategy

For long-term asset management success, Pueblo needs to have a coherent tools strategy that can carry Pueblo into the future. A tools strategy will allow Pueblo to make informed data informed decisions which are defensible to the stakeholders.

In this task, BC will work with Pueblo to determine the types of asset data and information needed going forward and the system of record that should hold the data (e.g., maintenance management system, GIS, financial, document management). BC will host a 2-hour workshop to review existing systems of record, and which ones support asset management activities.

This task sets up the general guidelines identifying the systems and tools needed going forward. This task is not a system or tool selection or recommendation task. This task will not identify any network deficiencies that may exist. However, it does provide a framework for selecting systems and tools and for making decisions about systems, tools and network upgrades needed in the future.

Task Assumptions:

- System interactions are known and documented
- A list of asset management attributes in each system are known

Meetings:

- One (1) two-hour workshop to review systems interactions and identify the source(s) of record for asset management data

Pueblo's Responsibilities:

- Provide a description of the key asset management systems
- Provide any relationship information (e.g., systems integration map) between the systems

Task 8 Deliverables:

- Workshop agendas, presentation slides, and meeting minutes
- Systems interaction map to be included in the SAMP

- Table of asset management data sources within each system to be included in the SAMP

Phase 3: Operations and Maintenance

A critical component of an asset management program is well documented and understood operational procedures and a standardized and repetitive maintenance program. Both operations and maintenance require a strong foundation in knowing what the assets are and how to properly maintain them. This component will include the following:

Task 9: Develop Asset Lifecycle Guideline

Understanding an asset's lifecycle is a critical component of determining when and how to replace an asset, and therefore when and how to budget for work on that asset. This task identifies the components that will allow Pueblo to begin building a CIP based upon defensible data and for any time period it chooses. The key components of this task are as follows:

Confirm/define asset definition: Define what Pueblo classifies as an asset, to include a simple process flow diagram to determine if any single item is an asset.

Define what is a critical asset to Pueblo: Establish parameters to determine if an asset class and its associated assets are critical. An example could be "An asset is critical if it prevents Pueblo from maintaining permit compliance."

Identify run to failure versus rehabilitate and replace (R&R) asset classes: This component establishes the asset management strategy for asset classes. Each asset class will be designated as a run-to-failure asset class or an R&R asset class.

Develop R&R logic for the asset classes that are classified as R&R: For the R&R asset classes, BC will work with Pueblo to define an asset rehabilitation description and schedule, and an estimated cost of rehabilitation as a % or full replacement work that can then be placed into a CIP.

Determine when to replace an R&R asset: Once Pueblo knows how its life-cycle costs for the different assets are determined, guidelines can be established/documented for whether an asset should be rehabilitated or replaced. Typically this is completed in conjunction with capital planning and risk assessment. For example, Pueblo may determine if a risk score is moderate to high risk and the cost to rehabilitate is more than 80% of replacement, the asset should be replaced and not rehabilitated.

Task Assumptions:

- Asset cost data is available or can be reasonably estimated
- Asset Lifecycle Guidelines will be incorporated into the SAMP
- The in-person workshops will be on consecutive days

Meetings:

- One (1) 2-hour virtual workshop to develop run-to-failure or R&R categorization.
- One (1) 4-hour in-person workshop to develop vertical R&R logic.
- One (1) 4-hour in-person workshop to develop linear R&R logic.

Pueblo's Responsibilities:

- Provide any existing information or guidelines on asset criticality or R&R logic.
- Participate in Asset Lifecycle workshop series.

Task 9 Deliverables:

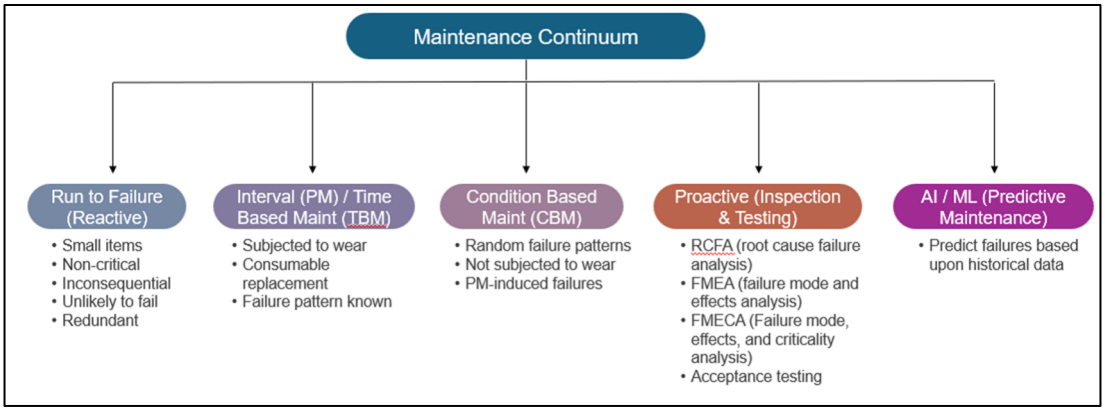
- Workshop agendas, presentation slides, and meeting minutes
- Draft asset lifecycle policy
- Final asset lifecycle policy

Task 10: Develop Maintenance Decision Making Strategy

To achieve its mission, Pueblo builds new infrastructure assets to meet growth needs and manages existing assets to meet reliability needs. Asset lifecycle management strategies are planned actions that enable assets to provide the defined levels of service in a sustainable manner, while managing risk, at the lowest lifecycle cost. The distinction between renewals (which are capital works) and maintenance (which is an operational expense) is set by accounting policies and standard operating procedures.

Operations & Maintenance (O&M) ensures the asset continues to deliver defined LOS, while renewals can extend the asset's useful life through the implementation of new technologies. Renewals and maintenance are strongly linked; maintenance strategies can hasten or delay the need for renewals, and if renewals are deferred, maintenance needs will often increase.

Best in class asset management practices seek to maximize asset reliability and extend asset life through the appropriate mix of maintenance management techniques based on asset criticality (CoF). The diagram below summarizes the different maintenance activities that are utilized.



BC will facilitate a 2-hour workshop to identify the asset maintenance strategies that are most appropriate for the R&R assets (i.e., not for run-to-fail assets). The strategies and guidelines will be documented and should be enforced for any new projects or replacement assets.

Task Assumptions:

- There is existing documentation or institutional knowledge on maintenance strategies for specific asset classes
- Maintenance strategies will be applied to both new and existing assets
- Workshop participants will include staff familiar with asset operations and planning
- The maintenance strategy for R&R asset classes that aligns with asset criticality and lifecycle guidelines will be incorporated into the SAMP

Meetings:

- One (1) 2-hour virtual workshop to develop and confirm maintenance strategies and guidelines for R&R assets

Pueblo's Responsibilities:

- Provide existing documentation on City's existing maintenance strategies for R&R asset classes
- Review and provide input on proposed maintenance strategies for R&R asset classes
- Participate in Maintenance Strategy workshops

Task 10 Deliverables:

- Workshop agendas, presentation slides, and meeting minutes.
- Listing of Maintenance Strategies to be included in SAMP

Task11: Develop Condition Scoring Framework

The physical condition of the asset is the current state of repair and operation of the asset as influenced by age, operating environment, and historical maintenance. To ascertain the physical condition, a visual inspection is typically conducted during a TAMP and

at a frequency determined by Pueblo. This task sets out to define a consistent overall scoring scale for use by Pueblo and defines criteria to be used by the various maintenance disciplines to develop the score within each discipline.

For vertical assets, the task establishes the condition criteria used for mechanical, elec-trical and instrumentation, civil, and structural assets. For pipe assets, the task deter-mines how often pipe desktop risk analysis is completed, key reviews to be performed on pipe failures, condition surrogate criteria including age and material of pipe, pipe in-stallation conditions (e.g. soil type and groundwater), and when additional analysis is needed (e.g., CCTV, non-destructive testing).

Typical disciplines include:

- Electrical / I&C
- Mechanical
- Structural
- Site Civil
- Pipe maintenance and repair

Task Assumptions:

- Risk requirements (LOF and CoF factors) for vertical and linear assets have been agreed to (Task 12)
- Workshop participants will include staff familiar with the respective trades
- Respective trade workshops will be conducted over 1.5 consecutive days
- Preliminary pipe analysis is done on a regular basis and can be shared with BC

Meetings:

- Five (5) 1.5 hour in-person workshops over a 1.5-day period with each trade listed above

Pueblo's Responsibilities:

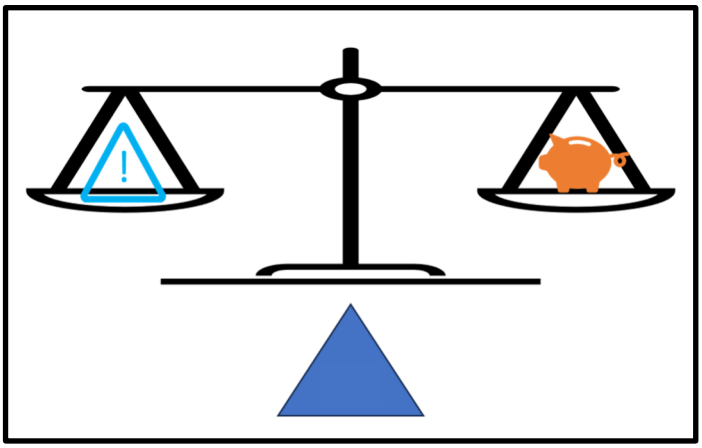
- Provide any existing condition assessment approaches
- Provide any pipe analysis performed on a regular basis

Task 11 Deliverables:

- Workshop agendas, presentation slides, and meeting minutes.
- preliminary condition assessment tables

Phase 4: Decision Making and Capital Planning

Asset management seeks to find the balance between high levels of service and low costs for operating and maintaining a system. A main component of prioritizing rehabilitation and replacement planning in any asset management plan is the concept of risk. Higher risk can result from too little investment in the assets and not meeting target lev-els of service. Likewise, lowering risk may result in overspending to provide levels of ser-vice above and beyond what customers require or expect. The goal of asset manage-ment, then, is to avoid creating an imbalance between risk and cost, and instead find a happy medium between the two, as shown below.



Asset Management Balances Risks and Costs

Task 12: Develop Business Risk Exposure Framework

For new and existing assets, how Pueblo determines which assets are the most im-portant to spend funds to either maintain or replace an asset is crucial. Focusing on the overall risk of an asset to business operations provides a defensible, sound rationale for choosing the best way to spend Pueblo's funds.

Vital to a robust asset management program is identifying the business risk exposure (BRE) of the assets. BRE is comprised of two major components:

- Likelihood of failure (LoF) - measures an asset's likelihood of or timing to failure which can include capacity score and condition score.
- Consequence of failure (CoF) - evaluates the direct and indirect impacts of a failure and is comprised of allowable loss of service, economic im-pact, and environmental/social factors.

The focus for this task will be to develop the basic LoF and CoF framework that can be used across all of the Pueblo when completing future tactical asset management plans

(TAMPs). Pueblo's infrastructure contains vertical and horizontal assets whose BRE scores are calculated differently. BC will hold workshops for each asset type. The end re-sult is a consistent score as the BRE scores for each will be calculated the same:

$$BRE = LoF \times CoF$$

It will be crucial that as Pueblo performs condition assessments on any asset, vertical or horizontal, it applies the same scoring scale. This will allow the overall BRE scores of the various assets to be compared against each other.

Task Assumptions:

- Vertical and linear assets require separate Risk Frameworks
- Workshops will be the primary method for framework development
- Risk Framework will be incorporated into the SAMP
- Risk Framework does not include performing condition assessments
- Linear asset classes and hierarchy are established and can be provided
- Outputs of initial Risk Framework will be used as initial AM Program Risk Regis-ter
- Vertical and linear workshops are held on consecutive days

Meetings:

- Vertical Assets Workshop: One (1) 4-hour in-person session to define LoF and CoF components and weighting
- Linear Assets Workshop: One (1) 4-hour in-person session to define LoF and CoF components and weighting

Pueblo's Responsibilities:

- Participate in workshops and provide input on LoF and CoF components and weights

Task 12 Deliverables:

- Workshop agendas, presentation slides, and meeting minutes
- Draft and final versions of the Risk Framework for vertical and linear assets

Phase 5: Implementation Roadmap

Task 13: Create SAMP Implementation Roadmap and SAMP Document

Once the previous SAMP tasks are completed, BC will develop a SAMP Implementation Roadmap to provide Pueblo guidance on implementing the SAMP. The roadmap will in-clude:

- List of recommendations to implement the SAMP
- Priority ranking of the recommendations
- Recommended calendar of when tasks should be implemented over an agreed to time frame

- Recommendation of who should perform the tasks and activities (Pueblo/Consultant/Combination
- Estimated cost to implement each task and activity

Task Assumptions:

- Pueblo will return consolidated comments within two (2) weeks of receiving Draft SAMP

Meetings:

- One (1) two-hour virtual workshop to review the SAMP

Pueblo's Responsibilities:

- Review and provide comments on the DRAFT SAMP within two weeks (10 business days) of receiving

Task 13 Deliverables:

- Draft SAMP
- Final SAMP

Schedule 2

Fee Schedule

Excerpt from Consultant's Proposal dated December 5, 2025, Page 21

COST

The following is the estimated cost to develop the SAMP.

			Hansa Keswani		Kevin Keil		Bryan Oldham		Chris Puccio		Libby McKenna		Kirk Olds		Chris Feichtner		Keli Lambert		Raquel Franco		Wendy Pare				
			PM / AM Practitioner		Project Oversight/Coord		AM Technical Advisor		ETC Technical Advisor		Engineering Support		Technical Advisor		Information Systems		PA		Billing		Tech Editing				
			Rate	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	Hours			
			$203		$255		$295		$295		$158		$295		$183		$137		$122		$158			TOTAL BY TASK (not incl expenses	
PHASE	TASK	DESCRIPTION																					Expense	HOURS	BUDGET
Project Management	1A	Project Management		32		24												18		18				92	$17,278
QA	1B	QA		18		8								24										50	$12,774
Organizational Framework	2	Asset Mgmt Vision Statement						8				10												18	$3,940
	3	Asset Mgmt Policy Document						10				16												26	$5,478
	4	Asset Mgmt Program Goals and Objectives		4		4		12				16												36	$7,900
	5	Governance Strategy		4		4		16				16												40	$9,080
	6	Levels of Service and KPIs						20				16											$ 1,727.40	36	$8,428
Info Systems and Data Mgmt	7	Asset Hierarchy, Asset Register, and Data Attributes		4		4		16				32												56	$11,608
	8	System of Record Strategy						2		12						16								30	$7,058
O&M	9	Asset Lifecycle Guidelines						16				24											$ 1,727.40	40	$8,512
	10	Decision Making Strategy						8				12												20	$4,256
	11	Condition Scoring Framework		4		4		16				24											$ 1,727.40	48	$10,344
Decision Making and Capital Planning	12	Risk Exposure Framework						20				24											$ 1,727.40	44	$9,692
Implementation Roadmap	13	Roadmap and SAMP Document		8		8		40		4		48		8								8		124	$27,852
			$15,022.00	74	$14,280.00	56	$54,280.00	184	$4,720.00	16	$37,604.00	238	$9,440.00	32	$2,928.00	16	$2,466.00	18	$2,196.00	18	$1,264.00	8	$ 6,909.60		
																						TOTAL	$ 6,909.60	660	$144,200
																							Project Estimate		$144,200
																							Estimated Travel		$6,910
																							TOTAL PROJECT		$151,110

Schedule 3

Work Schedule

Excerpt from Consultant's Proposal dated December 5, 2025, Page 20

Schedule

The following is the estimated schedule to develop the SAMP

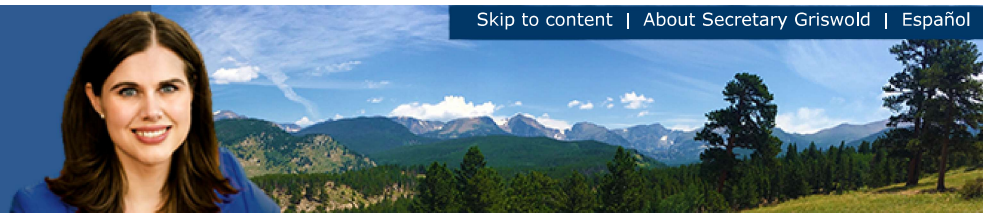
			2026											
			M1	M2	M3	M4	M5	M6	M7	M8	M9	M10	M11	M12
PHASE	**TASK**	**DESCRIPTION**												
Project Management	1	Project Management / QA												
Organizational Framework	2	Asset Mgmt Vision Statement												
	3	Asset Mgmt Policy Document												
	4	Asset Mgmt Program Goals and Objectives												
	5	Governance Strategy												
	6	Levels of Service and KPIs												
Info Systems and Data Mgmt	7	Asset Hierarchy, Asset Register, and Data Attributes												
	8	System of Record Strategy												
O&M	9	Asset Lifecycle Guidelines												
	10	Decision Making Strategy												
	11	Condition Scoring Framework												
Decision Making and Capital Planning	12	Risk Exposure Framework												
Implementation Roadmap	13	Roadmap and SAMP Document												

Additional Information for Agreement

Certificate of Good Standing

PERA Questionnaire

Insurance Certificate(s) - to be added prior to signature



Summary

For this Record...

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

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

Business Home

Business Information
Business Search

FAQs, Glossary and Information

Details			
Name	BROWN AND CALDWELL, INC.		
Status	Good Standing	**Formation date**	03/20/1978
ID number	19871067502	**Form**	Foreign Corporation
Periodic report month	March	**Jurisdiction**	California
Principal office street address	201 North Civic Drive, Suite 300, Walnut Creek, CA 94596, US		
Principal office mailing address	201 North Civic Drive, Suite 300, Walnut Creek, CA 94596, US		

Registered Agent	
Name	Corporation Service Company
Street address	1900 W Littleton Blvd, Littleton, CO 80120, US
Mailing address	1900 W Littleton Blvd, Littleton, CO 80120, US

Filing history and documents
Get a certificate of good standing
Get certified copies of documents
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Back

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

BROWN AND CALDWELL, INC.

is an entity formed or registered under the law of California , 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 19871067502 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 12/19/2025 that have been posted, and by documents delivered to this office electronically through 12/23/2025 @ 15:16:17 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 12/23/2025 @ 15:16:17 in accordance with applicable law. This certificate is assigned Confirmation Number 18013093 .

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."

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

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

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

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

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

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

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

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

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

Company Name: Brown and Caldwell

Authorized Signature: ___ _____ Title: Managing Director, CS

Printed Name: Michael J. Thorstenson Date: September 22, 2023

Docusign Envelope ID: 4A54CC6B-9DA8-46A7-97EB-8CB2A1177FD0

City Clerk's Office Item # M2

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: February 9, 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 $146,924.68 WITH MILLER PIPELINE, LLC., FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 38 WILLIAM WHITE BLVD, 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, LLC., for emergency sanitary sewer point repairs at 38 William White Blvd.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

On August 19, 2025, the Wastewater Treatment Plant crew reported that guide rails and brackets for the second pump were broken at lift Station #2. It was also reported that the water line serving the wastewater compound near Lift Station #1 had been broken, and the compound has not had any service for at least 6 months. At the same time, a force-main break was discovered just west of Lift Station #2. To protect the environment and prevent further contamination of the area, the force main break was immediately repaired, the contaminated area and road base were removed and replaced with imported backfill material, erosion control was placed, and the entire area was reseeded under the same contract. As a result of the additional work performed due to the force-main break, the cost of the emergency point repair has exceeded the initial estimate.

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, Parker Excavating, Inc. couldn't do the work, but the other bidder, Miller Pipeline LLC., accepted the work.

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The cost breakdown for the project is as follows:

Sanitary Sewer Replacement-related			
Total:	$	5,076.19	3%
Surface Improvement Related			
Total:	$	141,848.49	97%
Grand Total	$	146,924.68	100%

FINANCIAL IMPLICATIONS:

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

BOARD/COMMISSION RECOMMENDATION:

Not applicable

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

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

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 2-09-26 38 William White Blvd Emergency Point Repair Attachment

Docusign Envelope ID: 4A54CC6B-9DA8-46A7-97EB-8CB2A1177FD0

RESOLUTION NO. 16242

A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $146,924.68 WITH MILLER PIPELINE, LLC., FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 38 WILLIAM WHITE BLVD, 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, LLC., 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 38 William White Blvd with Miller Pipeline, LLC., Project No. 24-033 (WWAN03) - Emergency Point Repair awarded to said bidder in the amount of $146,924.68.

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 all acts consistent with the intent of this Resolution and the contract to implement the transactions described therein. Furthermore, all actions previously taken by officers and staff of the City consistent with the contract, including contract change order in the amount of $100,174.68 and any other payment authorized under the contract are hereby ratified.

Docusign Envelope ID: 4A54CC6B-9DA8-46A7-97EB-8CB2A1177FD0

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: February 9, 2026

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

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

2024-2026 Emergency Sanitary Sewer Point Repair					38 William White Blvd - Lift Station #2	
Date 08/19/2025					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		$ -	$ -
		>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		$ -	$ -
		11-15	VF		$ -	$ -
		>15	VF		$ -	$ -
28	Calcium Aluminate Coat 60-inch Manhole	1-10	VF		$ -	$ -
		11-15	VF		$ -	$ -
		>15	VF		$ -	$ -
29	Rebuild Manhole Bench and Trough 48-inch Manhole	LS			$ -	$ -
30	Rebuild Manhole Bench and Trough 60-inch Manhole	LS			$ -	$ -
31	Reinstate Services - 4''	EA			$ -	$ -
32	Reinstate Services - 6''	EA			$ -	$ -
33	Mobilization	LS		1	$ 1,750.00	$ 1,725.00
				Total	$ 1,750.00	$ 1,725.00
				With Contingency	$ 56,100.00	$ 56,070.00
	Labor & Equipment (Estimated)	1	LS	1	$45,000.00	$45,000.00
				Total	$ 46,750.00	$ 46,725.00

CONTRACT CHANGE ORDER

CITY OF PUEBLO DEPARTMENT OF PUBLIC WORKS

Project Number : 24-033 (WWAN03) Change Order No. : ONE 1/13/2026

Project Name : 2024, 2025 and 2026 Sanitary Sewer Point Repair
38 William White Blvd

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	LABOR AND EQUIPMENT FOR GUIDERAILS AND TIME AND MATERIAL FOR WATER LINE (ESTIMATED)	($45,000.00)	
2	MOBILIZATION	($1,750.00)	
3	LABOR, TIME AND MATERIAL FOR REMOVING AND REPLACING GUIDERAILS AND BRACKETS IN LIFT STATION 2, REPAIRING WATER LINE TO THE COMPOUND, AND REPAIRING FORCE MAIN BREAK.		$146,924.68
	TOTAL (Decrease) / Increase	($46,750.00)	$146,924.68

Net Adjustment This Change Order	$	100,174.68
Amount of Previous Change Order(s)	$	0.00
Original Contract Amount	$	46,750.00
Total Adjusted Contract Amount To Date	$	146,924.68

Reason For Change: Actual field quantities including force main repair.

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

Prepared by: _____ Date:_____
Wastewater Civil Engineer

Reviewed by: _____ Date:_____
Wastewater Engineering Manager

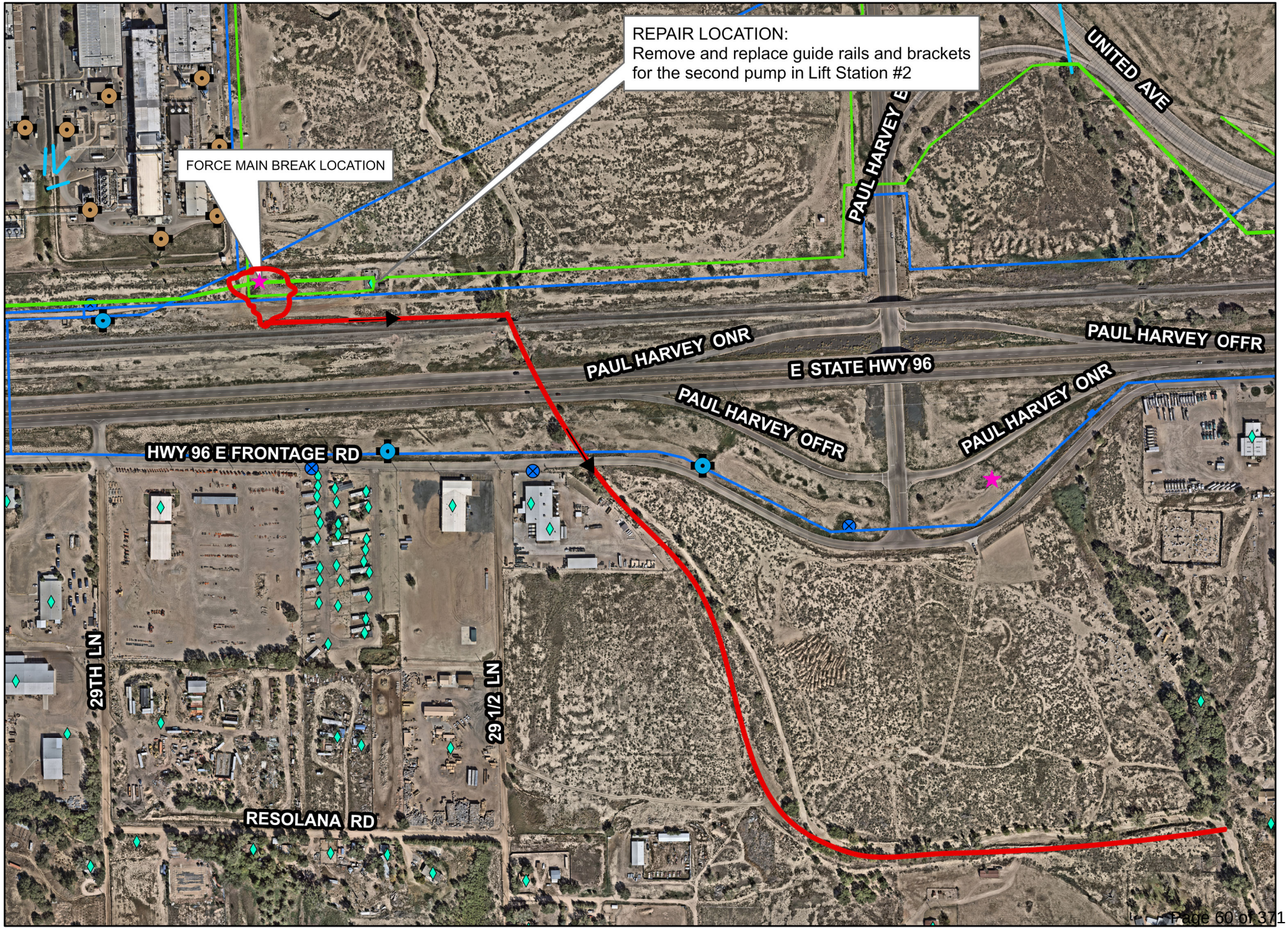
Accepted by: _____ Date:_____
Contractor's Representative

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

Approved by: _____ Date:_____
Director of Wastewater

FORM CO100.1299

38 William White Blvd
Repair Location Map



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Background Paper for Proposed Resolution

COUNCIL MEETING DATE: February 9, 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 PROFESSIONAL SERVICES AGREEMENT IN THE AMOUNT OF $145,150 TO GSG ARCHITECTURE, INC., A WYOMING CORPORATION REGISTERED TO DO BUSINESS IN COLORADO, FOR PROJECT NO. 25-059 DESIGN FOR LIMITED REMODEL OF FIRE STATIONS #3 AND #5 AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

This Resolution awards a Professional Services Agreement to GSG Architecture, Inc., to render certain professional planning, design, engineering, and related services for Fire Stations #3 and #5 in connection with Project 25-059 Design for Limited Remodel of Fire Stations #3 and #5. GSG Architecture, Inc., was determined to be the most responsible bidder and will be awarded a contract in the amount of $145,150.00.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

The City of Pueblo is firmly committed to protecting the health, safety, and comfort of its firefighters through targeted investments to modernize facilities, equipment, and operating practices to reduce occupational hazards and improve operational readiness. As such, a request for proposals for an architect was submitted to renovate Fire Stations #3 and #5. Fire Station #3 renovation includes the existing showers and restrooms. Fire Station #5 renovation includes the separation of the existing living space from the truck bay and creating a workout area.

Docusign Envelope ID: 4A54CC6B-9DA8-46A7-97EB-8CB2A1177FD0

FINANCIAL IMPLICATIONS:

Funding in the amount of $145,150.00 will be paid from Project Account CI2502 – Station Upgrades

BOARD/COMMISSION RECOMMENDATION:

Not Applicable to this Resolution.

STAKEHOLDER PROCESS:

Not Applicable to this Resolution.

ALTERNATIVES:

Denial of this Resolution will preclude the City from awarding the contract and proceeding with the design of the renovations.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 25-059 Agreement for Design of Fire Stations 3 and 5

Docusign Envelope ID: 4A54CC6B-9DA8-46A7-97EB-8CB2A1177FD0

RESOLUTION NO. 16243

A RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT IN THE AMOUNT OF $145,150 TO GSG ARCHITECTURE, INC., A WYOMING CORPORATION REGISTERED TO DO BUSINESS IN COLORADO, FOR PROJECT NO. 25-059 DESIGN FOR LIMITED REMODEL OF FIRE STATIONS #3 AND #5 AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, the proposal of GSG Architecture, Inc., for Project No. 25-059 Design for Limited Remodel of Fire Stations #3 and #5, has been received and examined; AND,

WHEREAS, the Proposal of GSG Architecture, Inc., was determined to be the most advantageous to the City of Pueblo, and in the best interest of the City of Pueblo, based on the evaluation factors set forth in the Request for Proposals; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 25-059 Design for Limited Remodel of Fire Stations #3 and #5 to be performed, and the contract for said services is hereby awarded to GSG Architecture, Inc., in the amount of $145,150.00.

SECTION 2.

Funds for said Agreement shall be paid from Project Account CI2502 - Station Upgrades

SECTION 3.

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

SECTION 4.

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

Docusign Envelope ID: 4A54CC6B-9DA8-46A7-97EB-8CB2A1177FD0

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: February 9, 2026

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

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

PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN CITY OF PUEBLO AND
GSG ARCHITECTURE, INC.

25-059

DESIGN FOR LIMITED REMODEL OF FIRE STATIONS 3 AND 5

PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN CITY OF PUEBLO AND GSG ARCHITECTURE, INC.

1. INTRODUCTION

THIS AGREEMENT ("Agreement") made and entered this _____ day of _____, 20____, by and between the City of Pueblo, a Colorado Municipal Corporation (hereinafter referred to as "City") and GSG Architecture, Inc., a Wyoming corporation registered to do business in Colorado (hereinafter referred to as "Consultant"), a professional architectural and engineering firm for Consultant to render certain professional planning, design, engineering, and related services for City in connection with Bid 25-059 Design for Limited Remodel of Fire Stations 3 and 5, hereinafter referred to as the "Project." In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

A. Consultant shall satisfactorily perform professional planning, design, engineering, and related services for the Project described in more detail in Schedule 1 attached hereto and incorporated herein by reference (the "Services"). Such Services shall include all usual and customary professional services incidental to the work on the Project. This Agreement follows the selection of Consultant by City pursuant to a Request for Proposals (RFP). All of the requirements of the RFP are incorporated herein by reference, unless any requirement is expressly excluded in Schedule 1. No requirement in Section 3.3 of the RFP may be excluded in case of conflict between any provision in Section 3.3 of the RFP and this Agreement, the more stringent obligation or responsibility of Consultant shall apply.

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

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

2. CONSULTANT'S RESPONSIBILITIES

A. Consultant shall be responsible for the professional quality, technical accuracy, and timely completion of Consultant's work including designs, drawings, specifications, reports, and other services, and including work performed by Consultant's subconsultants and subcontractors,

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

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

C. Consultant acknowledges that time is of the essence with respect to the completion of its services under this Agreement. Consultant represents that Schedule 3 attached hereto is the schedule by which Consultant proposes to accomplish its work, with time periods for which it will commence and complete each major work item. Except to the extent the parties agree to time extensions for delays beyond the control of Consultant, Consultant shall adhere to this schedule and perform its work in a timely manner so as not to delay City's timetable for achievement of interim tasks and final completion of Project work. Consultant further acknowledges that its schedule has accounted for all reasonably anticipated delays, including those inherent in the availability of tools, supplies, labor and utilities required for the work, the availability of information which must be obtained from any third parties, and all conditions to access to public and private facilities.

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

E. Consultant acknowledges that, due to the nature of the services for this project, related professional services, and the impact of same on the Project, the City has a substantial interest in the personnel and consultants to whom Consultant assigns principal responsibility for services performed under this Agreement. Consequently, Consultant represents that Consultant has selected and intends to employ or assign the key personnel and subconsultants identified in Schedule 4 ("Identification of Personnel, Subcontractors, and Task Responsibility") attached hereto for the Project assignments and areas of responsibility stated therein. Within 10 days of execution of this Agreement, City shall have the right to object in writing to employment on the

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

3. CITY'S RESPONSIBILITIES

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

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

C. City shall examine all documents presented by Consultant and render decisions pertaining thereto within a reasonable time. The City's approval of any drawings, design, specifications, reports, and incidental architectural and/or engineering work or materials furnished hereunder shall not in any way relieve Consultant of responsibility for the professional adequacy of its work.

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

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

4. TIME FOR PERFORMANCE

Consultant's obligation to render services shall continue for such period of time as may reasonably be required for completion of the work contemplated in Schedule 1 – “Services” and Section 2 of this Agreement. The proposed work schedule attached as Schedule 3 may be adjusted by mutual agreement of all parties.

5. PAYMENT

A. City will pay to Consultant as full compensation for all services required to be performed by Consultant under this Agreement, except for services for additional work or work beyond the scope of this Agreement, an amount not to exceed $145, 150.00 in the aggregate as set forth in Schedule 2 "Fee Schedule" and computed in accordance with this Section. In the event compensation for services is set forth in Schedule 2 as to each phase of work indicated in this Agreement, the maximum amount of compensation for any phase shall not exceed the amount specified in Schedule 2 for such phase.

B. Consultant shall submit periodic, but not more frequently than monthly, applications for payment, aggregating to not more than the maximum amount set forth above, for actual professional services rendered and reimbursable expenses incurred. Such applications shall be submitted based upon the hourly rates and expense reimbursement provisions set forth in Schedule 2 attached hereto and shall contain appropriate documentation that such services have been performed and expenses incurred. Thereafter, City shall pay Consultant for the amount of the application within 45 days of the date of such application is received, provided that sufficient documentation has been furnished, and further provided that City will not be required to pay more than 90% of the maximum amount unless the Consultant's services on the Project phases for which this Agreement is applicable have been completed to City's reasonable satisfaction and all required Consultant submittals have been provided.

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

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

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

6. TERMINATION

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

B. Upon termination of this Agreement for events or reasons not the fault of Consultant, Consultant shall be paid at the rates specified in Schedule 2 for all services rendered and reasonable costs incurred to the date of termination; together with any reasonable costs incurred within 10 days of termination provided such latter costs could not be avoided or were incurred in mitigating loss or expenses to Consultant or City. Consultant shall provide a detailed final invoice to the City within fourteen (14) calendar days from the effective date of termination, itemizing the work completed, costs incurred, and any outstanding payments due. In no event shall payment to Consultant upon termination exceed the maximum compensation provided for complete performance in Section 5, and the Consultant expressly waives any right to claim damages, including but not limited to lost profits, anticipated revenue, or indirect or consequential damages arising out of or relating to the termination for convenience.

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

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

7. GENERAL PROVISIONS

7.1. Ownership of Documents

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

7.2. Advertising

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

proposed advertising or promotional materials to the City for prior review and shall not publish or distribute same unless written approval of the materials is first obtained.

7.3. Equal Employment Opportunity

In connection with the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, disability, or age. Consultant shall endeavor to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, national origin, disability, or age.

7.4. Notices

Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either the City or the Consultant by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service when deposited in the United States mail, first-class postage prepaid, addressed to the City of Pueblo, Department of Public Works, Attn: Andrew Hayes, Director, 211 E. D Street, Pueblo, CO, 81003; or to the Consultant, GSG Architecture, Inc., Attn: James Holloway, CEO/Principal, 3535 W. 12th Street, Ste. C, Greeley, WY, 80634. Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

7.5. Entire Agreement

This instrument contains the entire agreement between the City and the Consultant respecting the Project, and any other written or oral agreement or representation respecting the Project or the duties of either the City or the Consultant in relation thereto not expressly set forth in this instrument are null and void. Notwithstanding the foregoing, the terms of Bid 25-059 Design for Limited Remodel of Fire Stations 3 and 5 are hereby incorporated herein, and Consultant agrees to abide by and comply with the same. In the event of any conflict between any provision of this Agreement and a provision of any Schedule or attachment to this Agreement, the provision in this Agreement shall control and supersede the conflicting provision in the Schedule or attachment. Any inconsistent resolution provision in any attachment to this Agreement shall be void.

7.6. Subcontracts

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

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

C. Consultant acknowledges that, due to the nature of the services to be provided under this Agreement, the City has a substantial interest in the personnel and consultants to whom Consultant assigns principal responsibility for services performed under this Agreement. Consequently, Consultant represents that it has selected and intends to employ or assign the key personnel and consultants identified in its proposal submitted to City prior to execution of this Agreement to induce City to enter this Agreement. Consultant shall not change such consultants or key personnel except after giving notice of a proposed change to City and receiving City's consent thereto. Consultant shall not assign or reassign Project work to any person to whom City has reasonable objection.

7.7. Successors and Assigns

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

7.8. Amendments

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

7.9. Choice of Law, Jurisdiction, and Venue

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

7.10. Severability

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

7.11. Appropriations

A. Subject to execution of this Agreement by the Director of Finance certifying that a balance of appropriation exists and funds are available, the amount of money appropriated for this

Agreement is equal to or in excess of the maximum compensation payable hereunder; provided, however, that if work is phased and subject to annual appropriation, funds only in the amount of initial appropriation are available and Consultant shall confirm availability of funds before proceeding with work exceeding initial and subsequent annual appropriations.

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

8. DISPUTES

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

9. INSURANCE

9.1. Conditions

A. Consultant agrees that it has procured and will maintain during the term of this Agreement, such insurance as will protect it from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any of its employees or of any person other than its employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom; and such insurance will provide for coverage in such amounts as set forth below.

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

9.2. Minimum Requirements

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

1. This policy shall have all necessary endorsements to provide Owner's and Contractor's Protective Liability (OCP) coverage. The policy shall also provide coverage for contractual liability assumed by Consultant under the provisions of the agreement, and "Completed Operations and Projects Liability" coverage.

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

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

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

9.3. Governmental Immunity

Liability for claims for injuries to persons or property arising from the negligence of the City, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b). No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

10. ACCESSIBILITY

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

11. IMMIGRATION REFORM AND CONTROL ACT OF 1986

Consultant certifies that it has complied with the United States Immigration Reform and Control Act of 1986. Consultant represents and warrants that to the extent required by said Act, all persons employed

by Consultant for performance of this Agreement have completed and signed Form I-9 verifying their identities and authorization for employment.

12. PERA LIABILITY

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

13. SCHEDULES

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

- Schedule 1 - "Scope of Services" consisting of 25 pages.
- Schedule 2 - "Fee Schedule" consisting of 4 pages.
- Schedule 3 - "Work Schedule" consisting of 3 pages.
- Schedule 4 - "Identification of Personnel, Subcontractors, and Task Responsibility" consisting of 6 pages.

14. SIGNATURE

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

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

(Continue to following page for signatures.)

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

CITY OF PUEBLO, A MUNICIPAL CORPORATION

By_____
Teresa May Burns, Director of Purchasing

Attest_____
Marisa Stoller, City Clerk

[SEAL]

GSG ARCHITECTURE, INC.

By_____
James Holloway, CEO/Principal

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

_____
Danny Nunn, Director of Finance

APPROVED AS TO FORM
DEPARTMENT OF LAW

_____
Robert Jagger, Deputy City Attorney

Attachments: Schedules 1 - 4 and Additional Information for Agreement

Schedule 1

Scope of Services

Excerpt from Request for Proposal dated October 28, 2025, Section 3 with Attachments C and D and excerpt from Consultant's Proposal dated November 25, 2025, Pages 15 - 17

3.1. Objective

This project (Project) shall include design, engineering, planning, drawings, plans, and consulting for two separate Fire Station projects:

A. Fire Station #3 - 123 W Evans Avenue - Renovation of existing showers and restrooms

1. The scope of work includes remodel of the main bathroom to allow for more privacy and comfort by redoing both showers as separated and, if possible, making the toilet spaces into toilet "closets".

B. Fire Station #5 - 2401 6th Avenue - Renovation of the truck bay to separate the living space from the truck bay for improved environment for firefighters

1. The scope of work includes creating a wall separating the south and north truck bays with a self-closing door for access; creating an environmentally controlled area for a workout area in the south bay.

C. Each project will be bid for construction as separate projects; therefore, two (2) separate design bid packages will be required.

D. The City may elect to award any/all phases of the project as City deems necessary, as budget allows, and/or as funding is available.

3.2. Minimum Qualifications

A. Consultants responding to this request must demonstrate prime personnel, subconsultants, subcontractors, and team members qualified to perform the services detailed in this RFP.

B. All professionals, if required by the State of Colorado to perform their services, must show proof of licensing.

C. Additionally, Consultants shall be knowledgeable in the regulations and requirements of the Department of Public Works with respect to the services and work contemplated by this agreement. Consultant(s) shall perform such services and work in compliance with each project.

3.3. Consultant Responsibilities

A. Upon completion of any phase, Consultant shall not proceed with work on the next phase, if any, until authorized in writing by City to proceed to next phase or alternate.

B. The Project services shall include all usual and customary professional engineering services and the furnishing (directly or through its professional subconsultants and subcontractors) of customary and usual engineering (including civil, structural, mechanical, and electrical engineering) and other services including design, environmental, and planning.

1. Consultant shall also provide any planning, surveying, engineering, structural, and geotechnical services incidental to its work on the Project.

C. Professional engineering services (whether furnished directly or through a professional subconsultant or subcontractor) shall be performed under the direction and supervision of a registered engineer in good standing and duly licensed to practice in the State of Colorado. Reproductions of final drawings for construction produced under this Project shall be the same as at least one record set which shall be furnished to City and which shall be signed by and bear the seal of such registered engineer.

D. Surveying work included within or reasonably contemplated in the Project shall be performed under the direction and supervision of a registered Professional Land Surveyor in good standing and duly licensed to practice in the State of Colorado. All plats and surveys produced under this Project shall be signed by and bear the seal of said Professional Land Surveyor.

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

F. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all of Consultant's work, including that performed by Consultant's subconsultants and subcontractors, and including designs, Drawings, Specifications, reports, and other services, irrespective of City's approval or acquiescence to same. Consultant shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its work.

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

H. Consultant's professional responsibility shall comply with the standard of care applicable to the type of engineering and architectural services provided, commensurate with the size, scope, and nature of the Project.

I. Consultant shall be completely responsible for the safety of Consultant's employees in the execution of work under the Agreement, shall provide all necessary safety equipment for said employees, and shall hold harmless and indemnify and defend City from any and all claims, suits, loss, or injury to Consultant's employees.

J. Consultant shall advise City of any approvals and permits necessary for the Project and shall provide all supportive documents and exhibits necessary for obtaining said approvals and permits. (City shall obtain the required approvals and permits.)

K. Consultant shall submit all documentation necessary for City review, approval, or acceptance of, or payment for, any of the services. City's acceptance of the documentation shall not be construed to operate as a waiver of any rights under the Agreement or of any cause of action arising out of the performance of the Agreement.

L. Within five (5) days of execution of the Agreement, Consultant shall designate in writing a Project representative who shall have complete authority to bind Consultant, and to whom City should address communications.

3.4. Specific Scope of Service

All drawings, designs, plans, specifications, etc. shall follow City of Pueblo format. Designs shall comply with the most current versions of the *International Existing Building Code* and local building codes as necessary for Structure, Mechanical, Electrical, and Plumbing, *Public Right-of-Way Accessibility Guidelines* (PROWAG), Manual on Uniform Traffic Control Devices (MUTCD), and 2025 City of Pueblo *Standard Construction Specifications and Standard Details*.

A. **Preliminary Design (Schematic) Phase**

1. Hold a kick-off meeting with appropriate City staff to discuss project approach and design criteria.
2. Prepare preliminary design plans (considered as 30% complete relative to final design) that adequately represent the design intent.
3. Prepare and submit to City preliminary design documents consisting of final design criteria, preliminary drawings, an outline of specifications, and written descriptions of all significant features of Project.
4. Prepare and submit to City a requirements checklist of any additional data, permits, or other information and requirements which is anticipated will be necessary for the design or construction of Project.
5. Prepare and submit to City a preliminary cost estimate for the Project including construction cost, contingencies, professional compensation, consultant fees, compensation for damages, and finance costs, if any.
6. Consultant shall furnish one (1) electronic copy of each above referenced submittal document to City for City's use.
7. Allow a minimum of two (2) full weeks for City staff review.

B. **Final Design Phase**

1. After consultation with the City, receipt of City's selection of any design options and review of the Preliminary Design Documents, if any, prepare and submit to City final drawings, plans, and site design showing the scope, extent, and character of the work to be performed by contractors, and specifications describing such work and the requirement therefore.

    a. Such drawings, plans, and specifications shall comply with all applicable building codes and requirements of regulatory agencies having any approval authority.

    b. Final design, including drawings, plans, and specifications, shall also comply with ADA Accessibility Guidelines (ADAAG) Manual developed by the U. S. Architectural and Transportation Barriers Board (1998) or ADA Standards for Accessible Design published at 28 C.F.R. Part 36, Appendix A, whichever is applicable.

    c. Consultant shall include an attest statement on each record drawing sheet of final plan drawings that certifies compliance with either the ADAAG Manual or 28 CFR Part 36 Standards.

2. Make reasonable revisions to the drawings and specifications requested by City, informing the City of any change in probable construction costs as a result of such revisions.

3. Final design/plans shall include demolition, elevations and cross sections, wall sections, necessary materials, fixtures, finishes, and any other plan/detail required for a complete project

4. Final selection of materials, fixtures, and finishes must be coordinated with City

5. Based upon Consultant’s customary and usual professional judgment, prepare and submit to City a current detailed cost estimate for the Project including construction cost, contingencies, professional compensation, consultant fees, damages, and finance costs, if any.

6. Consultant shall furnish one (1) electronic copy of each above referenced submittal document to City for City's use and shall review same in person with City.

C. **Preparation of Contract Documents**

1. Provide stamped Contract Documents (drawings, specifications, bid tabulation, etc.) for bidding the project in accordance with the requirements of the Director of Public Works and the City’s procurement process.

    a. Consultant shall include any forms of warranty and include any special requirements imposed upon such contracts by any federal or other funding source and by any regulatory agency.

2. The final design must be stamped and shall be utilized for bidding, permitting, and construction of all renovation/remodel activities

3. Submit plans to the Pueblo Regional Building Department for plan review, and all agencies for routing sheet sign off, and perform all required revisions to construction documents based on each reviewing agency and department comments
4. Provide electronic files of drawings to the City in AutoCAD format.
5. Provide design drawings and specifications in both Microsoft Word and Adobe PDF formatting.
6. Provide final cost estimate and bid tabulation in Microsoft Excel format.
7. Make recommendations to City concerning the need for prequalification of equipment, vendors or bidders, and, if requested by City, incorporate prequalification requirements in final bid and construction contract documents.

D. **Bidding Phase**

1. The City will develop bidding materials including the Invitation to Bid documents, instructions to bidders, other necessary forms, and supplements required by the City as necessary to ensure that prospective bidders are fully informed regarding the construction and materials requirements.
2. Consultant will:
    a. Assist City departments with any necessary meetings, addenda, etc.
    b. Consultant shall be responsible to correct errors, clarify drawings and/or specifications, or advise of changes.
    c. Participate in a pre-bid conference and walkthrough on site with construction bidders and the City of Pueblo to discuss project requirements.
    d. Interpret and clarify contract documents for bidders.
    e. Assist the City with requests for information from bidders and coordinate with the City for responses and required modifications.
    f. Prepare documentation related to any modifications that may be required.
3. Consult with and make recommendations to City concerning acceptability of bidders, subcontractors, suppliers, materials, equipment, suitability of proposed "or equals", amount of bids, and any other matter involved in consideration and review of bids and bidders upon which City may reasonably request Consultant's advice.
4. Any approved modifications to the bidding documents will be issued by Addendum by the City.
5. For any revisions to the documents stated above, designs, drawings, plans, and specifications, Consultant shall submit one (1) electronic copy of these final documents to

City. A copy of all documents, designs, drawings, plans, and specifications, and all other documents shall also be submitted to City in Microsoft Word and AutoCAD (2006 or later version) format on electronic media.

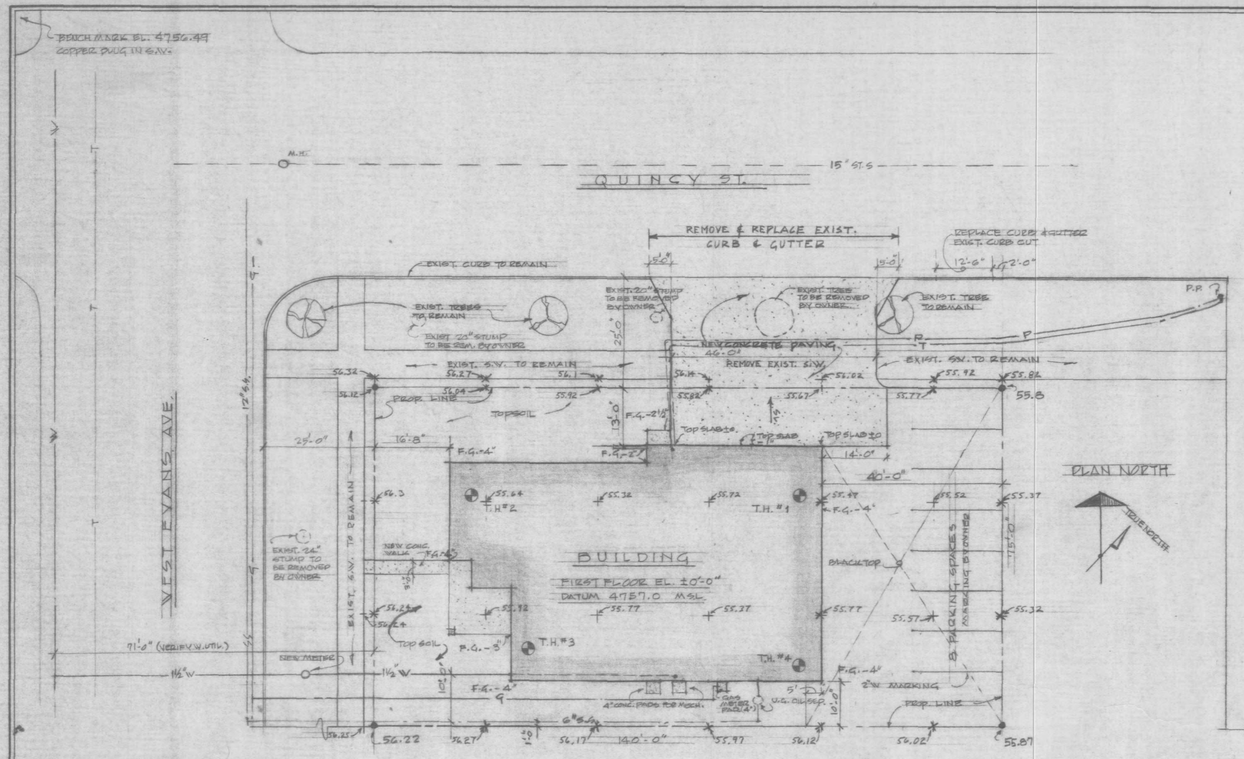
E. **Architect of Record for Construction**

1. Provide all customary services for Post Construction Award Services (PCAS) during construction
2. Attend Pre-Construction Meeting with Contractor and Department of Public Works
3. Respond to requests for information from Contractor
4. Review and approval of submittal and shop drawings
5. The City does not expect the scope of the construction to warrant a continuous on-site presence; however, the selected firm should plan a minimum of weekly project progress meetings with the City and Contractor. Attendance at the weekly construction meetings may periodically be held virtual; however, in-person attendance will be required upon request.
6. Additional meetings and/or site visits shall be requested by the Department of Public Works or Contractor on an as needed basis to review work progress
7. Verify as-built drawings at end of the project and notate all approved field changes. As-built documents must be electronically updated in AutoCAD/Revit by the Consultant.
8. Final as-built drawings shall be issued to the City for use on future projects subject to release of liability.

3.5. Project Implementation

A. At no time will Consultant be allowed to begin a project phase prior to approval and expect to be reimbursed by City. All project phases shall be assigned and coordinated with the City's Project Manager.

B. Cost overages during the project must be pre-authorized and obtain written approval of the City's Project Manager.

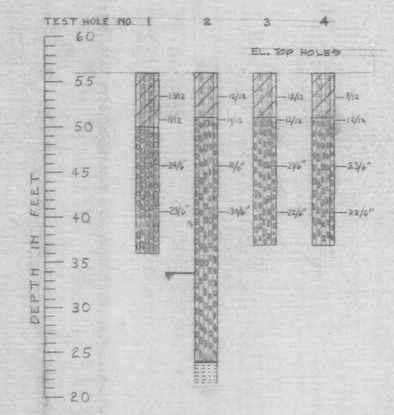


SITE PLAN

SCALE 1/16" = 1'-0"

LOGS OF EXPLORATORY HOLES

FOR INFORMATION ONLY, NOT A PART OF THE CONTRACT DOCUMENTS



SOILS DESCRIPTION

- GP/GM POORLY-GRADED GRAVEL, SILTY
- SM/SC SILTY SAND, CLAYEY
- SHALE

NOTES:

(1) THE HOLES WERE DRILLED ON MARCH 31, 1978 WITH A 4" DIAM. CONTINUOUS FLIGHT, POWER AUGER.

(2) 32/6 INDICATES THAT 36 BLOWS OF A 140-LB. HAMMER FALLING 30" WERE REQUIRED TO DRIVE THE SAMPLER 6".

(3) THE STRATIFICATION LINES REPRESENTS THE APPROX. BOUNDARY BETWEEN SOIL TYPES AND THE TRANSITION MAY BE GRADUAL.

(4) THE BORING LOGS SHOW SUBSURFACE CONDITIONS AT THE DATES AND LOCATIONS INDICATED, AND IT IS NOT WARRENTED THAT THEY ARE REPRESENTATIVE OF SUBSURFACE CONDITIONS AT OTHER LOCATIONS AND TIMES.

NOTES & SYMBOLS

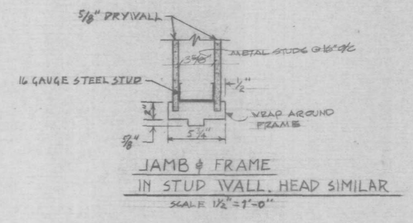
- PROPERTY CORNER PINS
- —T— UNDERGROUND TELEPHONE
- —W— WATER MAIN
- —G— GAS MAIN
- BM. BENCH MARK
- —6"SS— SIZE AND FLOW DIRECTION SANITARY SEWER
- F.G. FINAL GRADES
- 00 EXISTING GRADES
- ——— PROPERTY LINE
- TH #1 SOIL TEST HOLES

——— G ——— GAS LINE
——— W ——— WATER LINE
——— SS ——— SANITARY SEWER LINE
— P — UNDERGROUND POWER

NOTE: BENCH MARK IS COPPER PLUG IN SIDEWALK ON N.W. CORNER OF QUINCY & EVANS
EL OF B.M. ABOVE MEAN SEA LEVEL = 4756.49

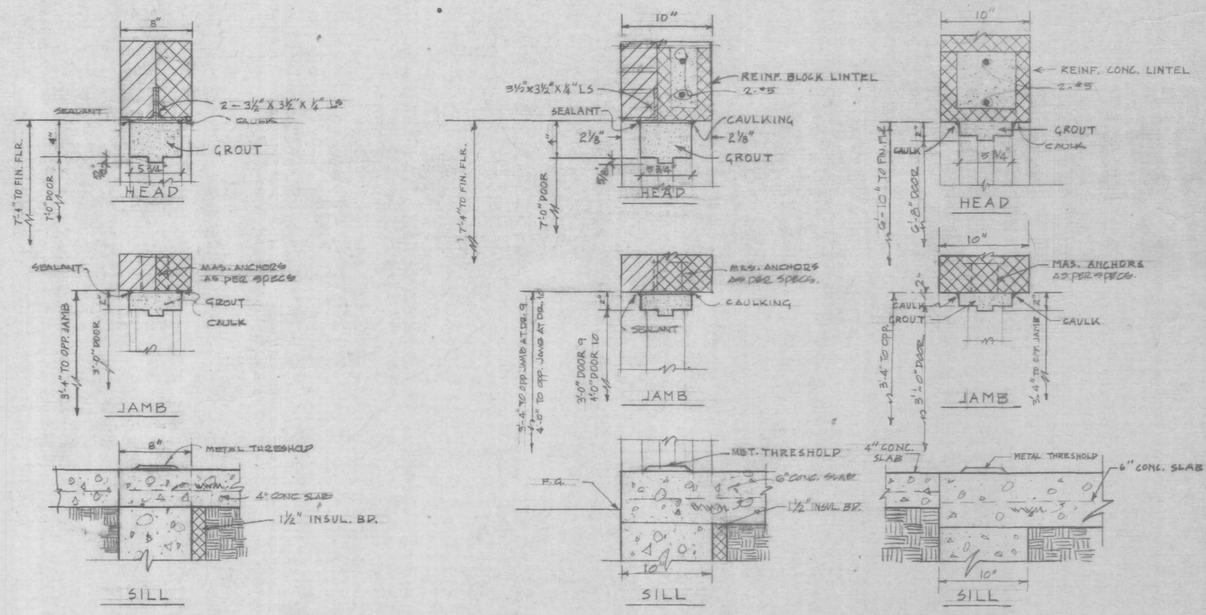
MATERIAL LEGEND

- CONCRETE BLOCK
- GYP. BD.
- DRYWALL ON STEEL STUDS
- PLYWOOD
- CONCRETE
- EARTH
- DIMENSION LUMBER
- RIGID INSULATION
- BATT INSULATION
- STEEL LARGE SCALE
- ARCHITECTVAL CONCRETE
- SIDEWALK, CURB, GUTTER IN PLAN
- (2) DOOR MARK
- (2) ROOM NUMBER
- (2) WINDOW MARK
- (2) NOTES
- A-2 DETAIL MARK NUMBER SHEET SHOWN ON



JAMB & FRAME IN STUD WALL, HEAD SIMILAR

SCALE 1½" = 1'-0"



DETAIL AT DOORS 1, 5

SCALE 1½" = 1'-0"

DETAIL AT DOOR 9, 10

SCALE 1½" = 1'-0"

DETAIL AT DOORS 6, 12

SCALE 1½" = 1'-0"

FIRE STATION NO. 3
FOR
THE CITY OF PUEBLO
123 W. EVANS — PUEBLO, COLORADO
ROBERT L. BERRY architect A.I.A. 303/545-2326
720 NORTH MAIN STREET SUITE 301 PUEBLO COLORADO 81003

DRN J.A.
CHK RLB
APP RLB

DATE 7/24/78

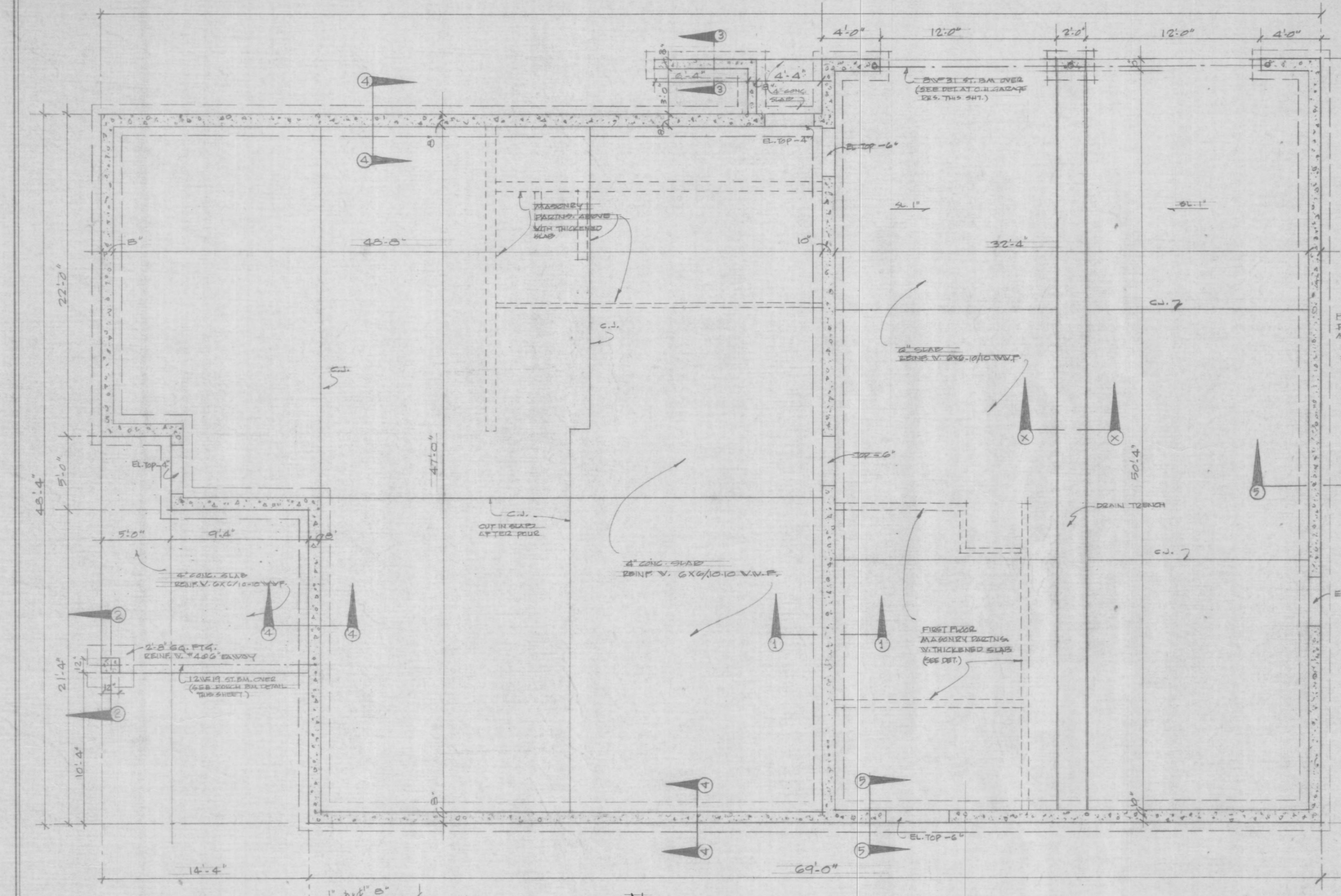
SET 3

JOB NO. 7802

SHEET A-1 OF 6

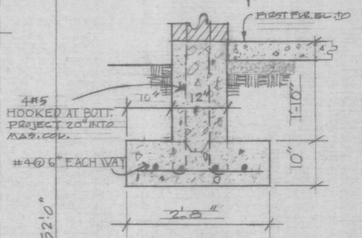
LINTEL SCHEDULE

MARK	SIZE	LOCATION	REMARKS
L-1	6"L x 8"-2 w/ 6"x½" L'S	V.D.W. B	I LENGTH = MAS. OPNG. + 8"
L-2	2-5"x 3½"x 5/16" L'S	V.D.W. A	LENGTH = MAS. OPNG. + 8"
L-3	2-3½"x 3½"x ¼" L'S	V.D.'S C DEF	LENGTH = MAS. OPNG. + 8"
L-4	2-3½" x 3½" x ¼" L'S	DRS. 1, 5	LENGTH = MAS. OPNG. + 8"
L-5	1-3½"x3½"x¼" L'S BACK TO BACK	DRS. 9, 10	HEIGHT = MAS. OPNG. + 8"
L-6	6" REINF. CONC. BLK.	DRS. 3, 11	LENGTH = MAS. OPNG. + 8"
L-7	8" REINF. CONC. BLK.	DR. 4	" " "
L-8	10" REINF. CONC. BLK.	DRS. 6, 12	" " "



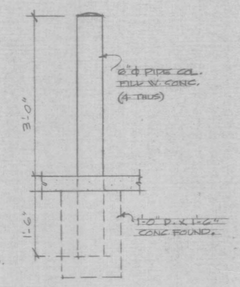
FOUNDATION PLAN

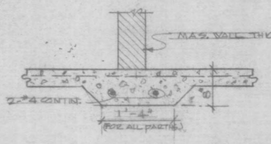
SCALE 1/4" = 1'-0"



FTG. SEC. 2-2

SCALE 3/4" = 1'-0"



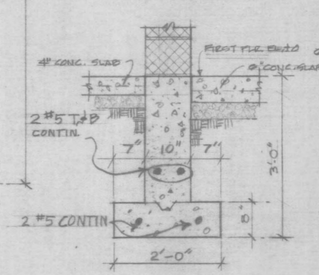


SAFETY GUARD-DOORS 7&8

SCALE 3/4" = 1'-0"

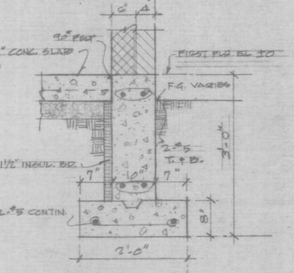
THICKENED SLAB AT INTERIOR MAS. PARTNS.

SCALE 3/4" = 1'-0"



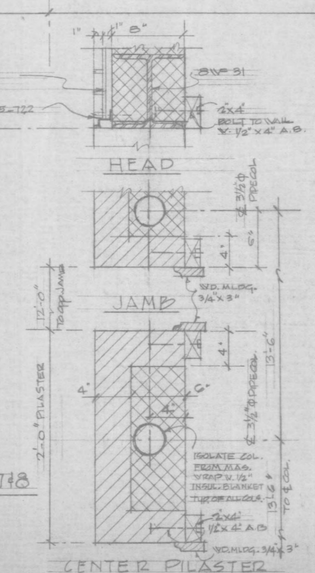
FTG. SEC. 1-1

SCALE 3/4" = 1'-0"



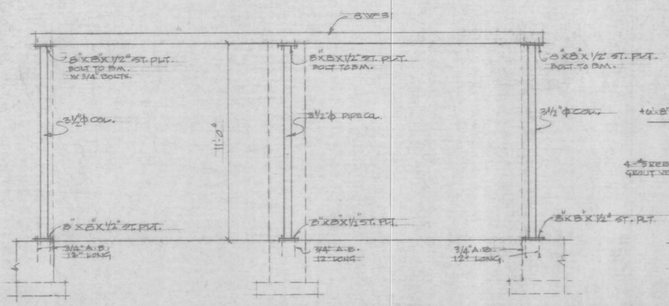
FTG. SEC. 5-5

SCALE 3/4" = 1'-0"



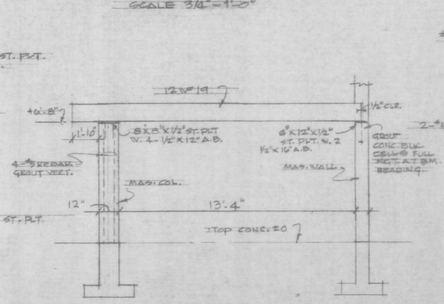
DETAIL-DOORS 7&8

SCALE 1½" = 1'-0"



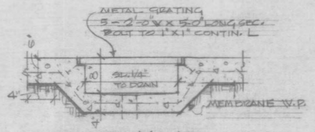
SECTION AT OVERHEAD GARAGE DRS.

SCALE 1/4" x 1'-0"



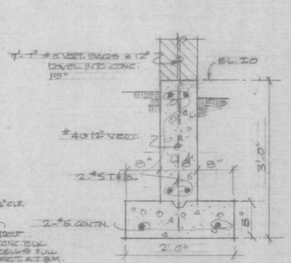
SECTION AT PORCH BEAM

SCALE 3/4" = 1'-0"



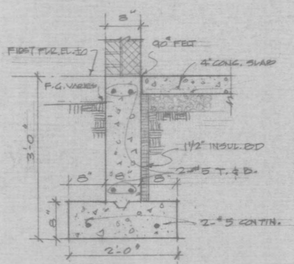
SEC. X-X

SCALE 3/4" = 1'-0"



FTG. SEC. 3-3

SCALE 3/4" = 1'-0"



FTG. SEC. 4-4

SCALE 3/4" = 1'-0"

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PUEBLO COLORADO 81003
303/545-2326

STATE OF COLORADO · 925-B · ROBERT L. BERRY · B-526 · LICENSED ARCHITECT

DRN.	RLB
CHK.	RLB
APP.	
DATE	7/24/78
JOB NO.	7802
SHEET	A-2
OF	6

WINDOW SCHEDULE

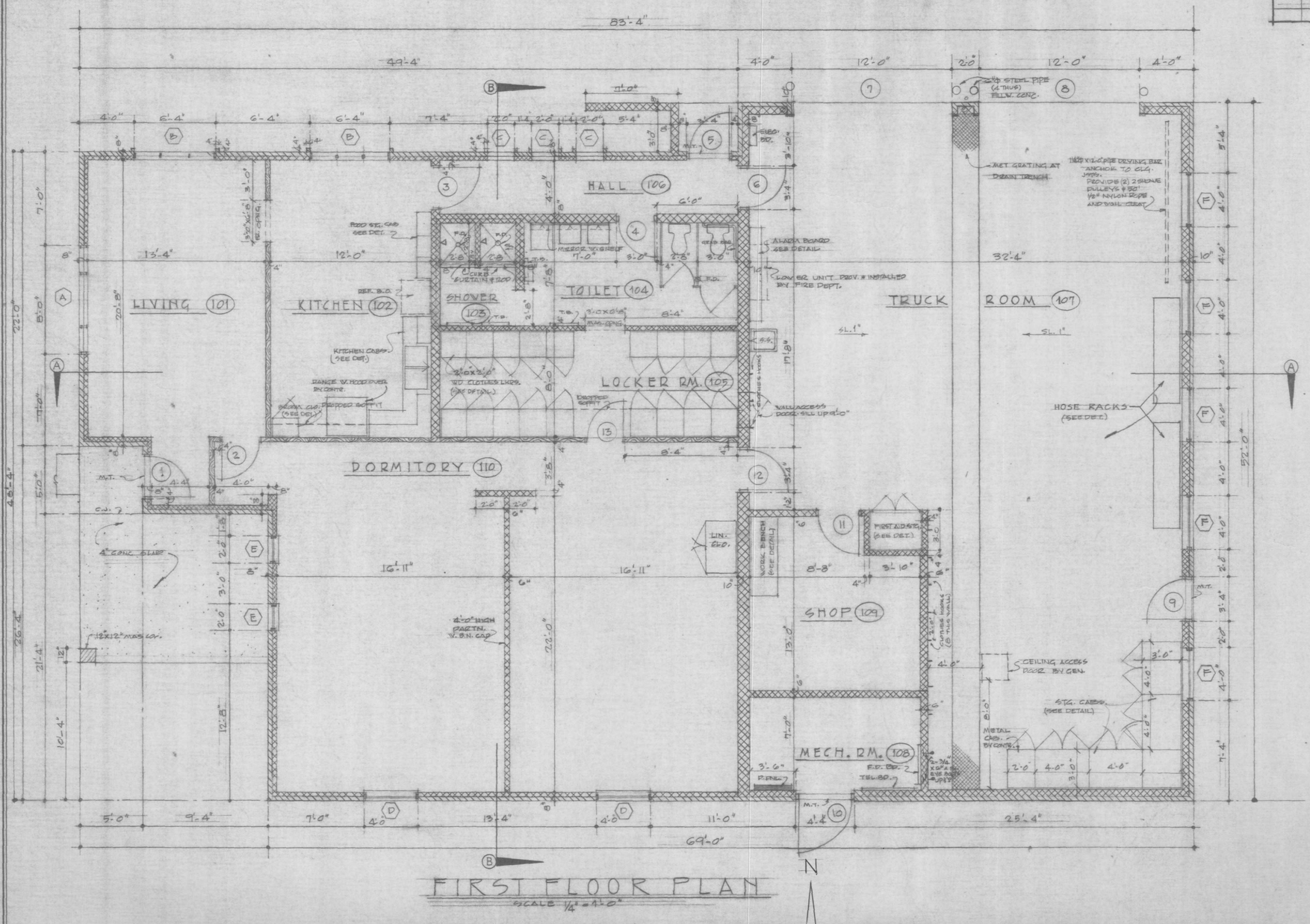
NO.	SIZE FRAME W.XH.	TYPE	GLASS	MATL.	FINISH	LINTEL	SCREENS	REMARKS
A	7'-11"x3'-9"	ENDS CASEMENT CENTER FIXED	DBL. GL. BY MDW. & OPR.	ALUM. CLADWD.		SEE SCHED.	BY WDW. SUPPL.	
B	6'-3"x3'-9"	CASEMENT	"	ALUM. CLADWD.		"	BY WDW. SUPPL.	
C	5'-11½"x5'-3½"	FIXED	"	ALUM. CLADWD.		"		
D	3'-1½"x1'-9¾"	AWNING	"	ALUM. CLADWD.		"	BY WDW. SUPPL.	
E	1'-9¾"x3'-9"	CASEMENT	"	ALUM. CLADWD.		"	BY WDW. SUPPL.	
F	3'-11½"x1'-11½"	FIXED	"	ALUM. CLADWD.		"		

DOOR SCHEDULE

NO.	DOOR SIZE W.xH.xT.	DOOR TYPE	DOOR MTL.	DOOR FINISH	DOOR GLASS	FRAME TYPE	FRAME MATL.	FRAME FINISH	LABEL	LINTEL	REMARKS
1	3'-0"x7'-0"x1¾"		H.M.	PT.	SAF. PL.		H.M.	PT.			
2	2'-8"x6'-8"x1¾"		H.M.	PT.	———		"	PT.			
3	3'-0"x6'-8"x1¾"		H.M.	PT.	———		"	PT.			
4	2'-8"x6'-8"x1¾"		H.M.	PT.	———		"	PT.			
5	3'-0"x7'-0"x1¾"		H.M.	PT.	SAF. PL.		"	PT.			
6	3'-0"x6'-8"x1¾"		H.M.	PT.	———		"	PT.	C		
7	1'-8"W.x11'-5"H.	CIR. SASH	WD.	PT.	¼" WIRE GL.			PT.			
8	1'-8"W.x11'-5"H.	CIR. SASH	WD.	PT.	¼" WIRE GL.			PT.			
9	3'-0"x7'-0"x1¾"		H.M.	PT.	———		H.M.	PT.			
10	4'-0"x7'-0"x1¾"		H.M.	PT.	———		"	PT.			
11	3'-0"x6'-8"x1¾"		H.M.	PT.	———		"	PT.			
12	3'-0"x6'-8"x1¾"		H.M.	PT.	———		"	PT.	C		
13	2'-8"x6'-8"x1¾"		H.M.	PT.	———		"	PT.			

FINISH SCHEDULE

ROOM NO.	NAME	FLOOR: V.A.T.	FLOOR: CARPET	FLOOR: TERRAZZO TOPPING	FLOOR: CONC. W/HARDENER FINISH	FLOOR: VINYL SHEET MTL.	BASE: RUBBER	BASE: COVED EPOXY	W/SCT.: CER. TILE 4½" HIGH W/SAME	W/SCT.: EPOXY PT. (4½")	WALLS: PT. ON DRYWALL	WALLS: PT. ON MASONRY	WALLS: CER. TILE FULL HT.	CLG.: PT. ON DRYWALL	CLG.: PT. ON SUSP. DRYWALL	CLG. HGT.	REM.
101	LIVING ROOM	●					●				●	●		●		8'-0"	
102	KITCHEN				●		●		●		●	●		●		8'-0"	
103	SHOWER			●				●					●	●		7'-0"	SEE DET.
104	TOILET			●				●					●	●		7'-0"	SEE DET.
105	LOCKER ROOM						●				●	●	●	●		8'-0"	
106	HALL					●	●					●		●		8'-0"	
107	TRUCK ROOM				●					●		●		●		13'-0"	
108	MECHANICAL RM.				●							●		●		11'-6"	
109	SHOP				●							●		●	●	9'-0"	
110	DORMITORY	●					●				●	●		●		8'-0"	



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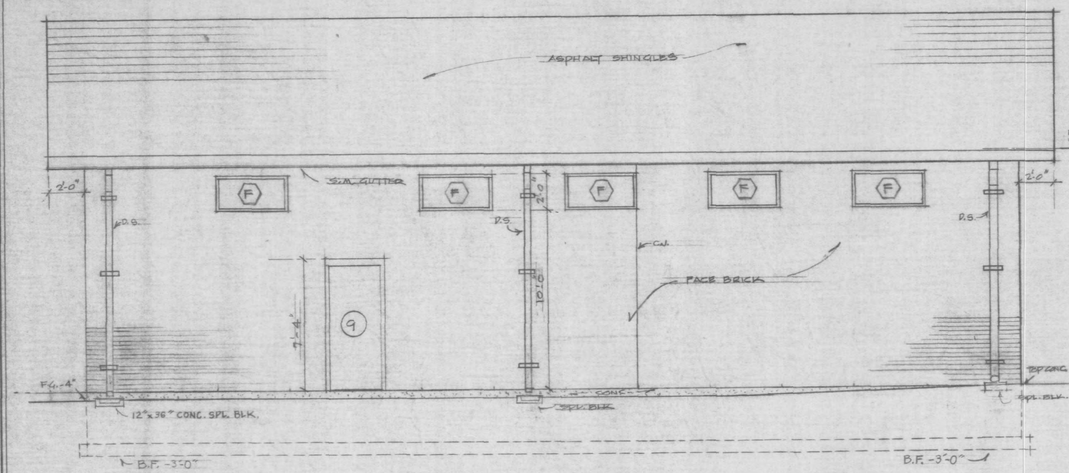
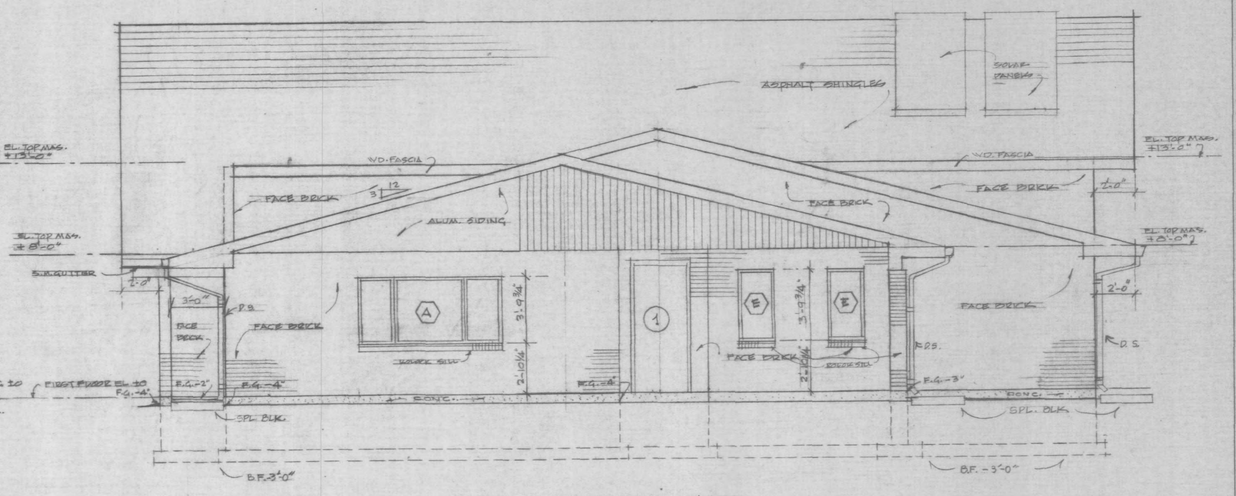
STATE OF COLORADO · 925 · REGISTERED ROBERT L. BERRY ARCHITECT

DRN.	
CHK.	
APP.	RLB
DATE	7/24/78
JOB NO.	7802
SHEET	A-3
OF	6



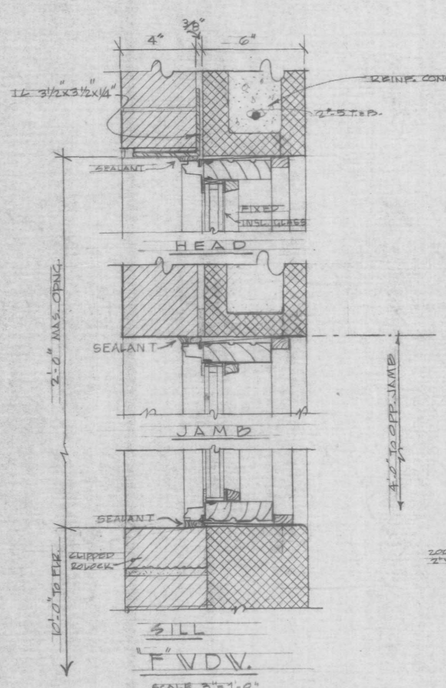
EAST ELEVATION

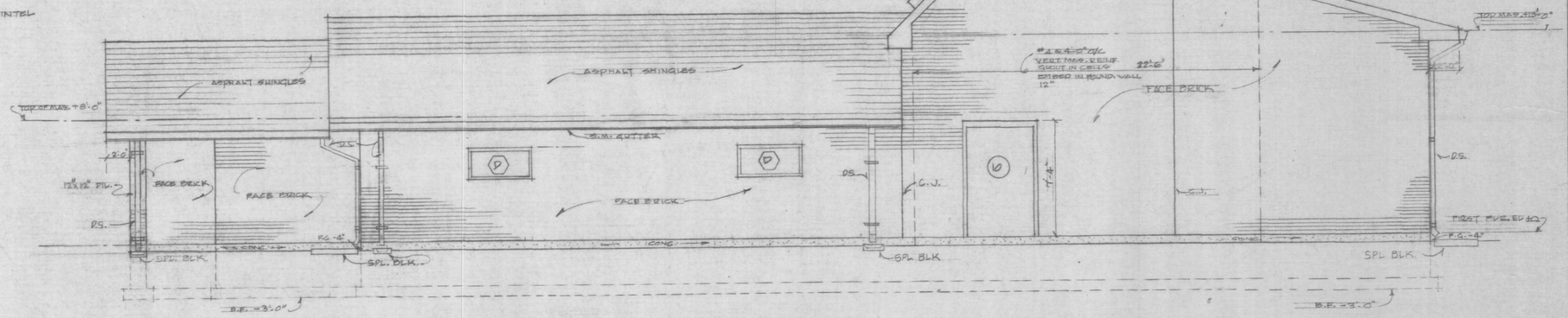
SCALE 1/4" = 1'-0"



WEST ELEVATION

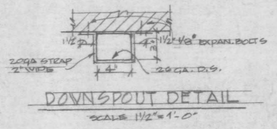
SCALE 1/4" = 1'-0"





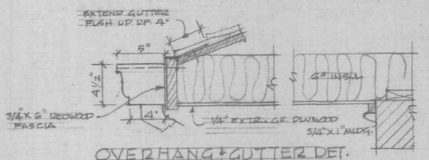
SOUTH ELEVATION

SCALE 1/4" = 1'-0"



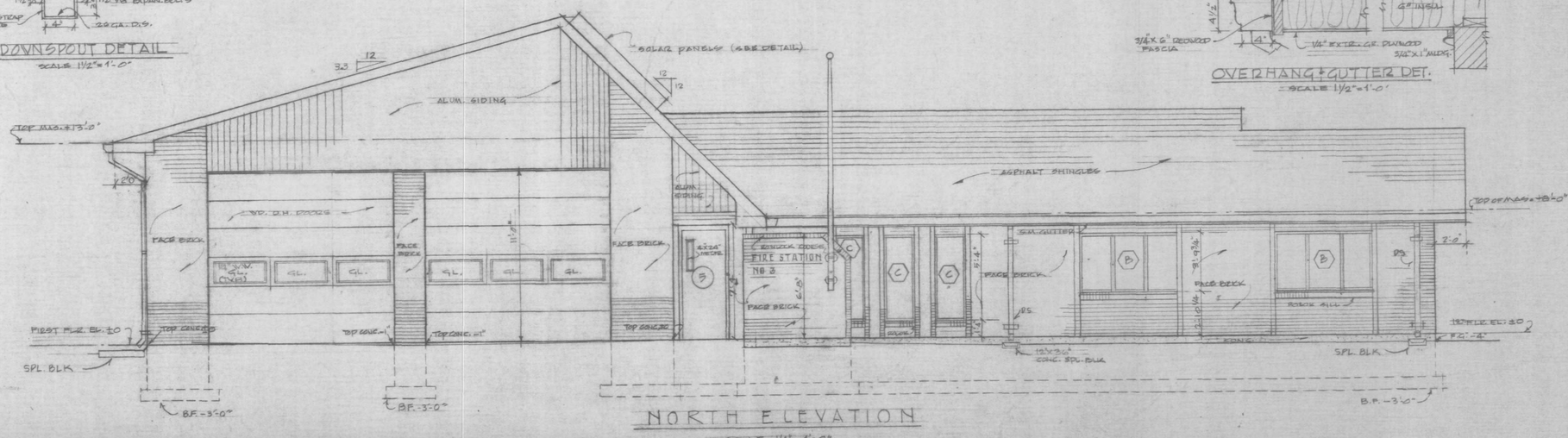
DOWNSPOUT DETAIL

SCALE 1½"=1'-0"



OVERHANG & GUTTER DET.

SCALE 1½"=1'-0"



NORTH ELEVATION

SCALE 1/4" = 1'-0"

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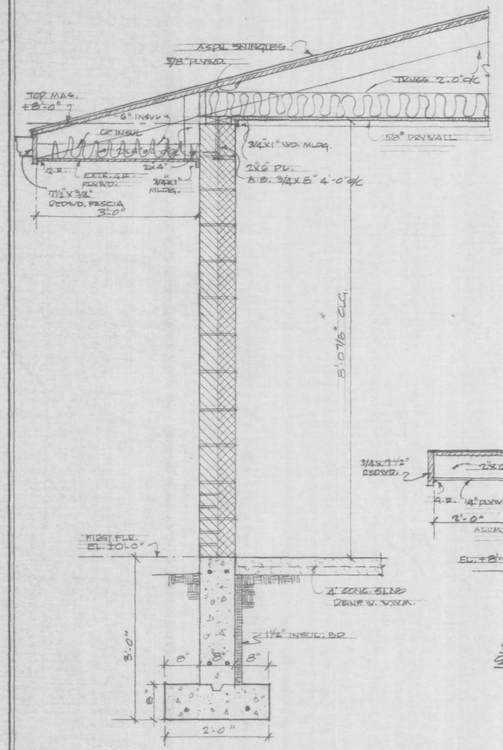
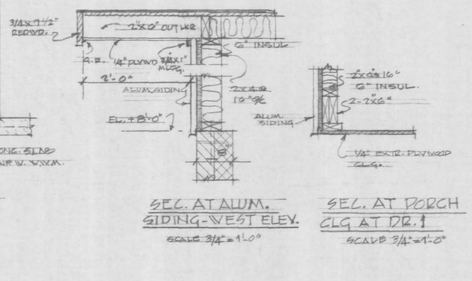
STATE OF COLORADO · 8526 · ROBERT L. BERRY · REGISTERED ARCHITECT

DRN.
CHK.
APP.
DATE 7/23/73
JOB NO. 7307
SHEET A-4 OF 6



WALL SEC. AT 8" EXTR WALL

SCALE 3/4"=1'-0"

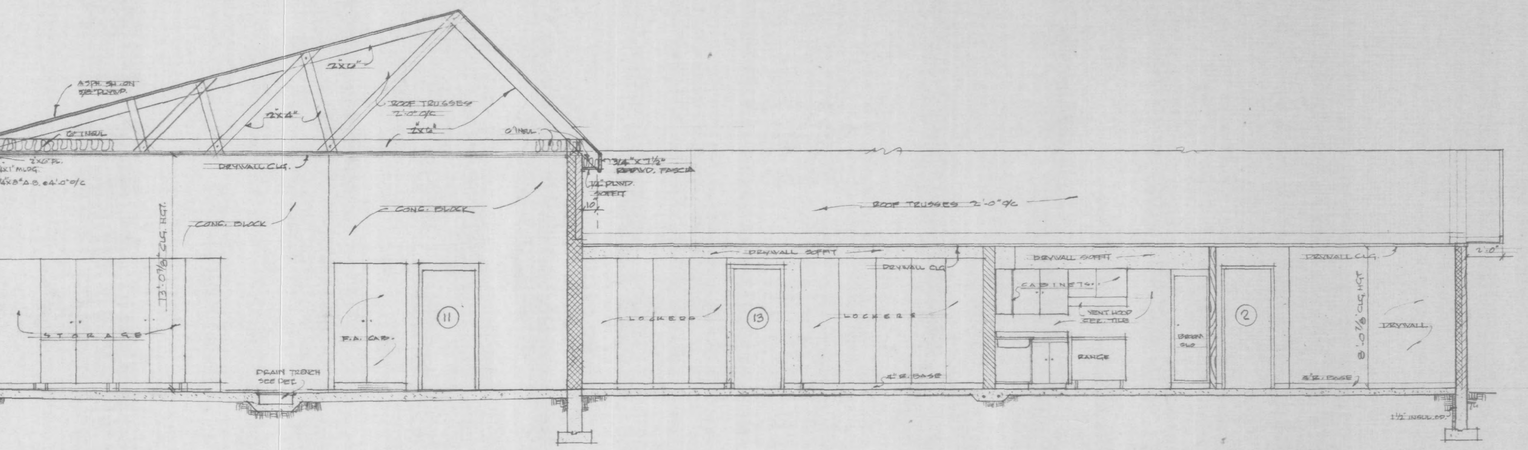


SEC. AT ALUM. SIDING-WEST ELEV.

SCALE 3/4"=1'-0"

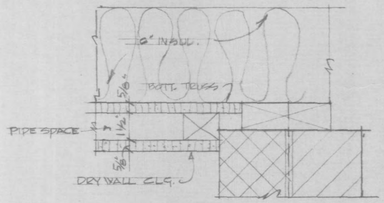
SEC. AT PORCH CLG AT DR. 1

SCALE 3/4"=1'-0"



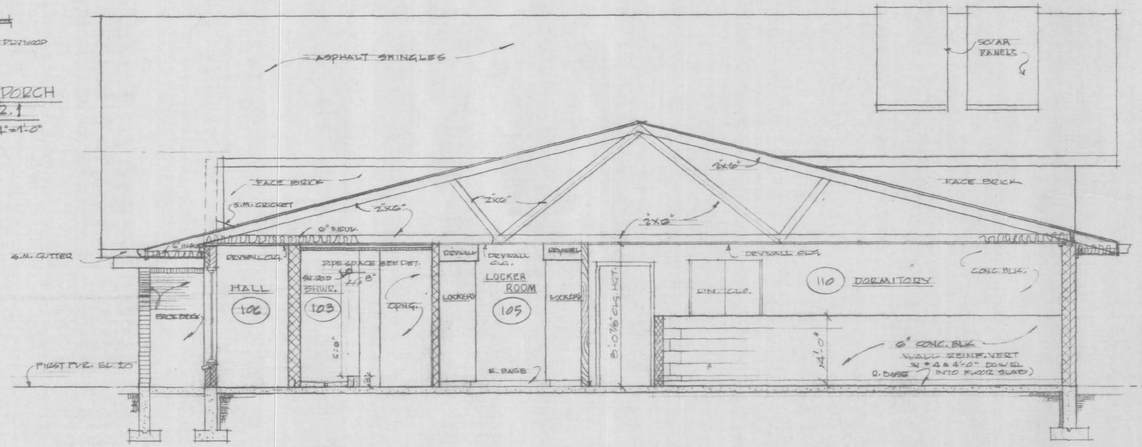
SECTION "A-A"

SCALE 1/4"=1'-0"



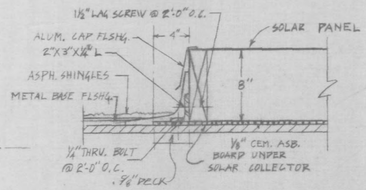
PIPE SPACE DETAIL CLG. RM. 103+104

SCALE 3"=1'-0"



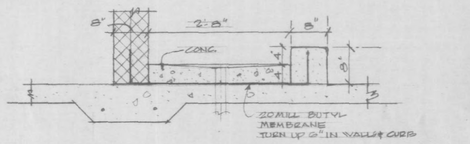
SECTION "B-B"

SCALE 1/4"=1'-0"



DETAIL AT SOLAR PANEL

SCALE 1 1/2" = 1'-0"

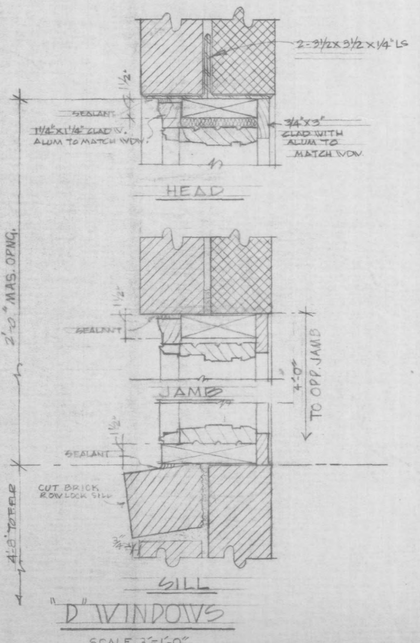


WATERPRFG. DETAIL AT SHWR. 103

SCALE 3/4"=1'-0"

ROOF TRUSS NOTES

1) ALL MEMBERS CONSTRUCTION GRADE
2) GUSSET PLATES STEEL 20GA PRE-PUNCHED & NAILED
3) DESIGN SUBJECT TO APPROVAL BY ARCHITECT.



"D" WINDOWS

SCALE 3"=1'-0"

STATE OF COLORADO 305 & 306 ROBERT L. BERRY A.I.A. LICENSED ARCHITECT

FIRE STATION NO. 3
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APP. RLB

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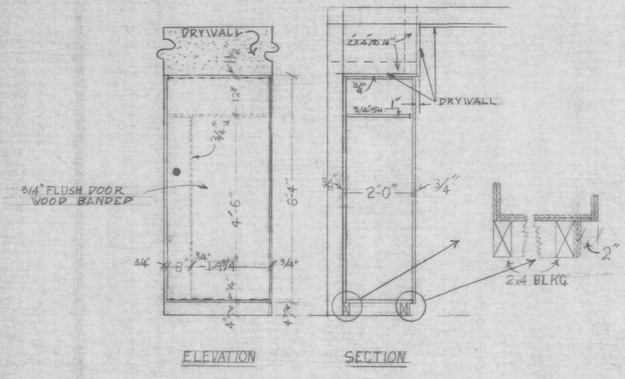
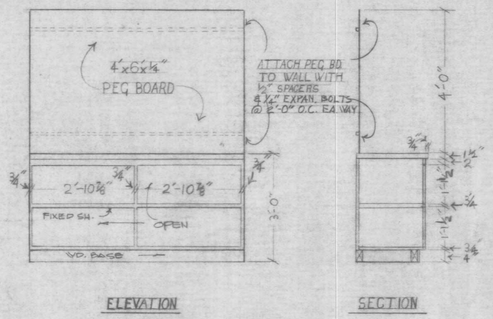
JOB NO. 7802

SHEET A-5 OF 6



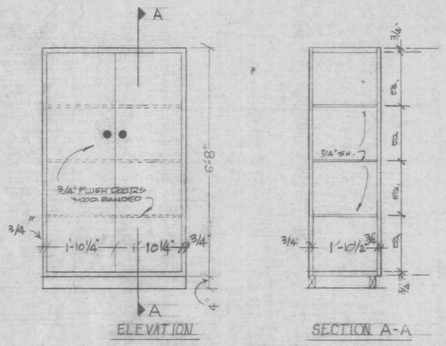
BROOM CLOSET

SCALE 1/2" = 1'-0"



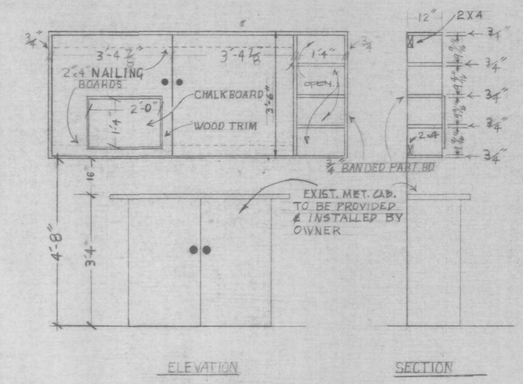
WORK BENCH

SCALE 1/2" = 1'-0"



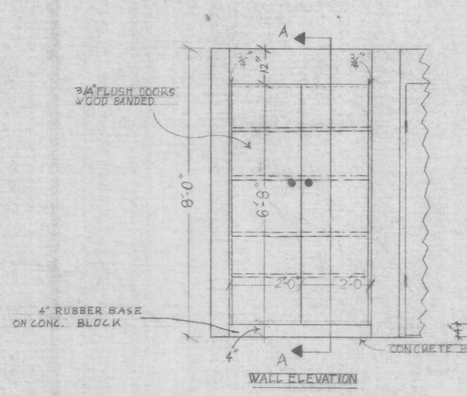
LINEN CLOSET

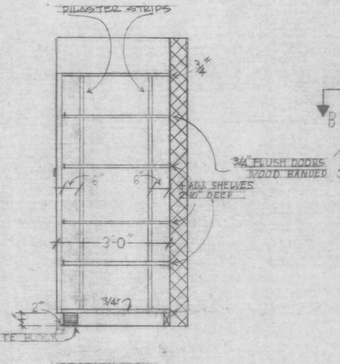
SCALE 1/2" = 1'-0"

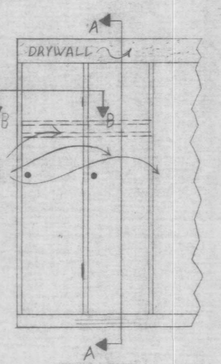


ALARM BOARD

SCALE 1/2" = 1'-0"

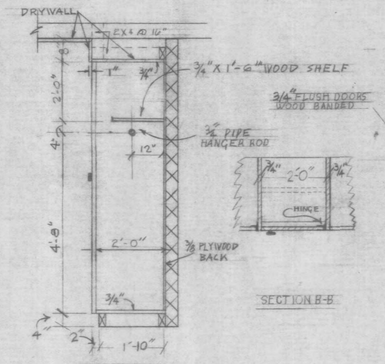


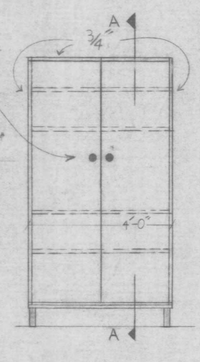


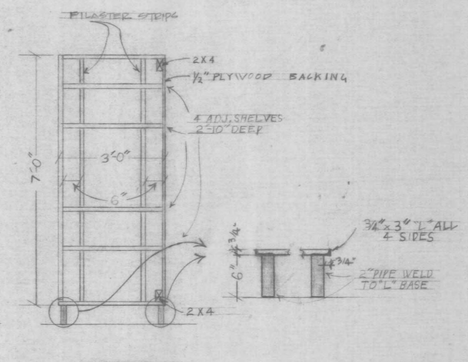


FIRST AID CABINET

SCALE 1/2" = 1'-0"





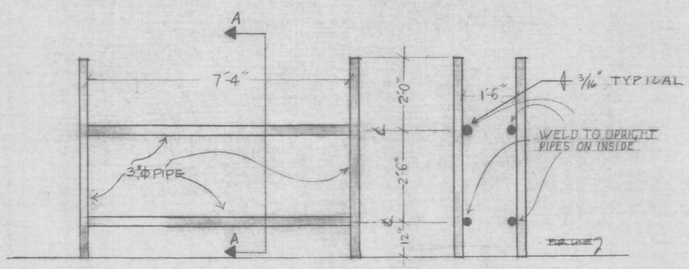


CLOTHES LOCKERS

SCALE 1/2" = 1'-0"

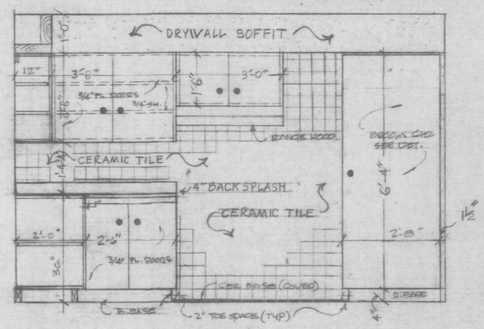
TRUCK ROOM STG. UNITS

SCALE 1/2" = 1'-0"

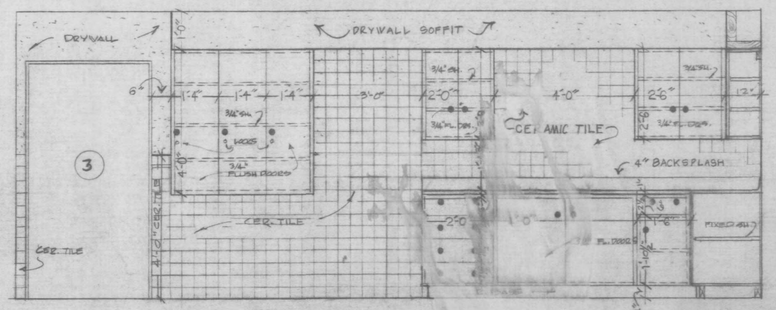


HOSE RACKS (2 THUS)

SCALE 1/2" = 1'-0"



SOUTH ELEV. RM. 102



EAST ELEV. RM. 101

KITCHEN CABINET DETAILS

SCALE 1/2" = 1'-0"

FIRE STATION NO. 3
FOR
THE CITY OF PUEBLO
123 W EVANS — PUEBLO COLORADO
ROBERT L. BERRY architect A.I.A.
720 NORTH MAIN STREET SUITE 301
PUEBLO COLORADO 81003
303/545-2326

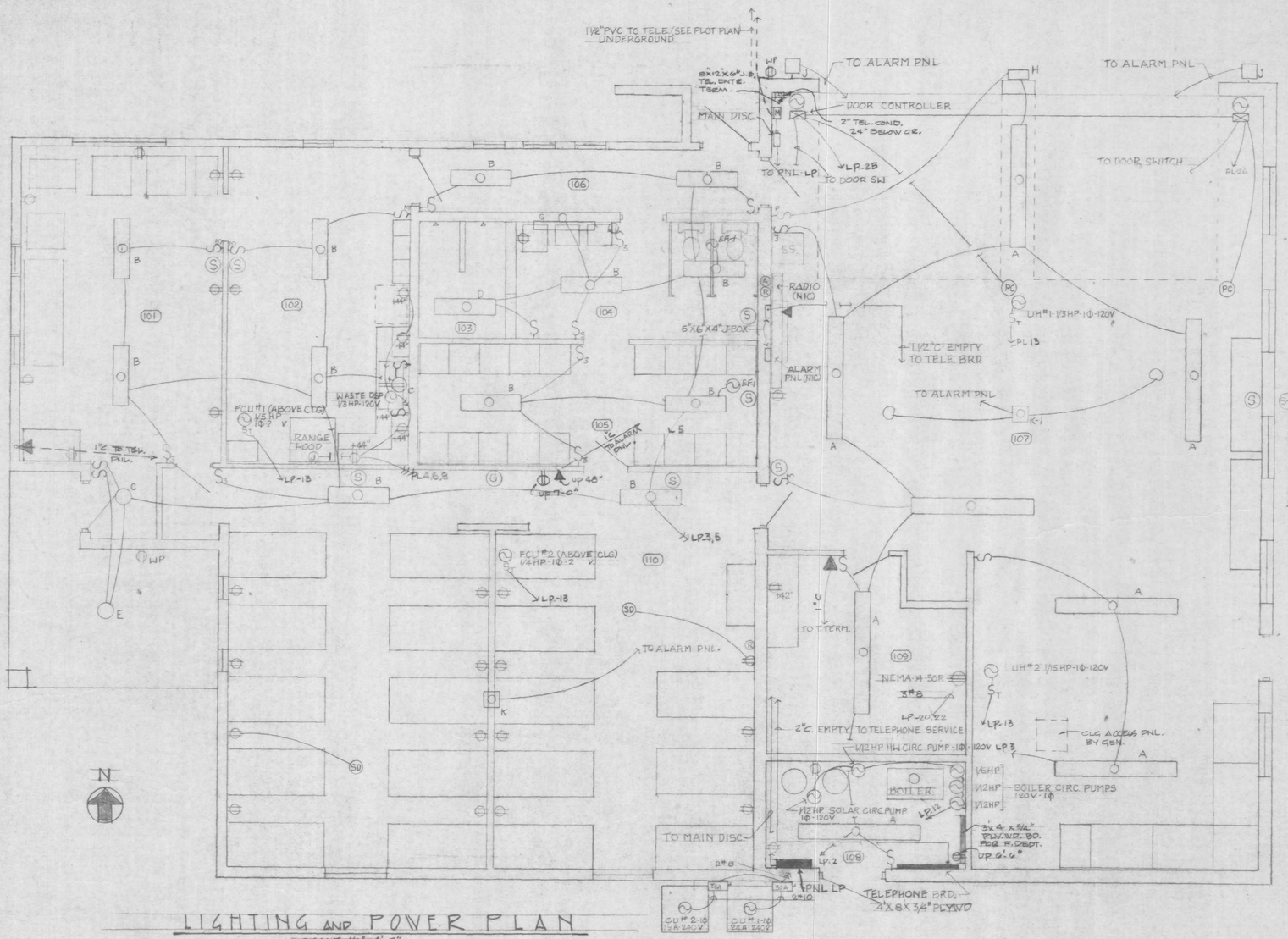
STATE OF COLORADO · 926-B · ROBERT L. BERRY · LICENSED ARCHITECT

DRN. PPC
CHK. RLB
APP. RLB

DATE 7/24/78

JOB NO. 7802

SHEET A-6 OF 6



N

LIGHTING AND POWER PLAN

SCALE 1/2" = 1'-0"

ANTENNA RISER

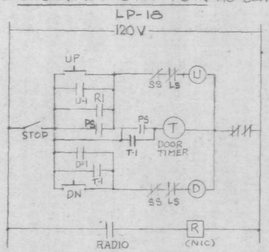
NO SCALE

PUBLIC ADDRESS & RADIO

NO SCALE

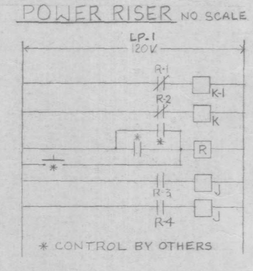
ALARM STATION

NO SCALE



POWER RISER

NO SCALE



TYP. O.H. DOOR CONTROL

NO SCALE

EMER. LIGHT CONTR.

NO SCALE

LIGHT FIXTURE SCHEDULE

A	2-F96T12-CW/HO LAMP INDUSTRIAL W/REFLECTOR & UPLIGHT. SUITABLE FOR SURFACE MOUNTING ETL/CBM-HPF BALLAST. ACME #S325-96.
B	2-F40-RS-CW LAMP COMMERCIAL W/EXTRUDED PRISMATIC LENS & INJECTION MOLDED ENDS. HPF/CBM BALLAST-ACME #S42-40RS-SURFACE.
C	3-100W-A19IF INCANDESCENT LAMP-DRUM-HALO #H-2716 SURFACE
D	2-F40-RS-CW LAMP-INDUSTRIAL-W/FIBERGLASS REINFORCED PLASTIC BODY & WHITE ACRYLIC LENS & NEOPRENE GASKET. BENJAMIN #FA1324-A SURFACE
E	1-150H-A21-TF LAMP-SQUARE-RECESSED-INCANDESCENT-WITH LENS & GASKET HOLOPHANE-#F1567BG
F	NOT USED
G	2-F40W-T12-CW LAMP-WALL FIXTURE W/ACRYLIC LENS & HPF BALLAST. GOTHAM #2248R
H	150W HPS-LU150/100 LAMP-BRACKET MOUNTED FLOODLIGHT W/INTEGRAL HPF BALLAST-ALZAK REFLECTOR-CAST ALUMINUM BODY-TOOTHED KNUCKLE-SHOCK RES. LENS-RED DOT #DFS-151-N2-*
J	500 W. QUARTZ LAMP-BRACKET MOUNTED FLOODLIGHT-ALZAK REFLECTOR-TOOTH KNUCKLE MTG.-AL. DIE CAST BODY & HOOD-TEMPERED LENS-RED DOT #MLV-500-NL W/VISOR.
K	HALOGEN EMERGENCY LIGHT WITH SEALED BATTERY & SOLID STATE CHARGER-ACRYLIC LENS-CHLORIDE #SPU-10-120. K1-CHLORIDE #6-DLF-S+2TS HEADS.

* INCLUDES PHOTOCELL CONTROL AT FIXTURE "H"

SYMBOL LIST

SYM.	DESCRIPTION	SYM.	DESCRIPTION
K	SINGLE POLE SWITCH		TELEPHONE OUTLET & COVER
3	THREE WAY SWITCH		MOTOR OUTLET
T	THERMAL OVERLOAD SW		REMOTE EMERG. LT. FIXTURE
A	LIGHT FIXTURE-TYPE A	K	EMERGENCY LT. FIXTURE
S	SPEAKER & OUTLET	R	EMERG. LIGHT CONTROL RELAY
S4	DO (WEATHERPROOF)	SD	SMOKE DETECTOR
	DUPLEX RECEPTACLE	S_P	SWITCH W/PILOT LIGHT
WP	DO (WEATHERPROOF)	WM	ELECTRIC METER
J	JUNCTION BOX		
A	ANTENNA OUTLET		
R	RADIO CONTROL OUTLET		
	SAFETY SWITCH		
	RECEPTACLE-3P-4W-		

120-240V-1Φ-3W — PANEL LP — 150A MAINS-MLO

LOCATION	LOAD	AMP	ft	P	Φ	#	P	AMP	LOAD	LOCATION
ALARM PANEL	1000	20	1	1	A	2	1	20	1650	RM 107,849 & EXT. LTG
RM 107,101,102,110 LTG.	1550	20	3	1	B	4	1	20	1000	KITCHEN REC.
RM 103,4,5,6 & EXT. LTG.	900	20	5	1	C	6	1	20	500	WASTE DISPOSER
REC. RM. 101,102,104,107,9	1000	20	7	1	A	8	1	20	1000	KIT. APPL.
REC. RM 110	1600	20	9	1	B	10	1	20	1000	SPARE
REC. RM. 110, 108	1600	20	11	1	C	12	1	20	1000	CIR. PUMPS & BLR.
FCU #1 & #2, UH #1 & 2	1200	20	13	1	A	14	1	20	1000	SPARE
RADIO EQUIPMENT	1200	20	15	1	B	16	1	20	1000	DO
DO	1200	20	17	1	C	18	1	20	500	CONTROLS
CU #1 & #2	8000	50	19	2	A	20	2	50	4000	WELDING OUTLET
	-	-	21	-	B	22	-	-	-	
SPARE	1000	20	23	1	C	24	1	20	1000	SPARE
DOOR OPERATOR		20	25	1	A	26	1	20		DOOR OPERATOR
SPARE		20	27	1	B	28	1	20		SPARE
DO		20	29	1	C	30	1	20		DO
SPACE					A					SPACE
					B					
					C					

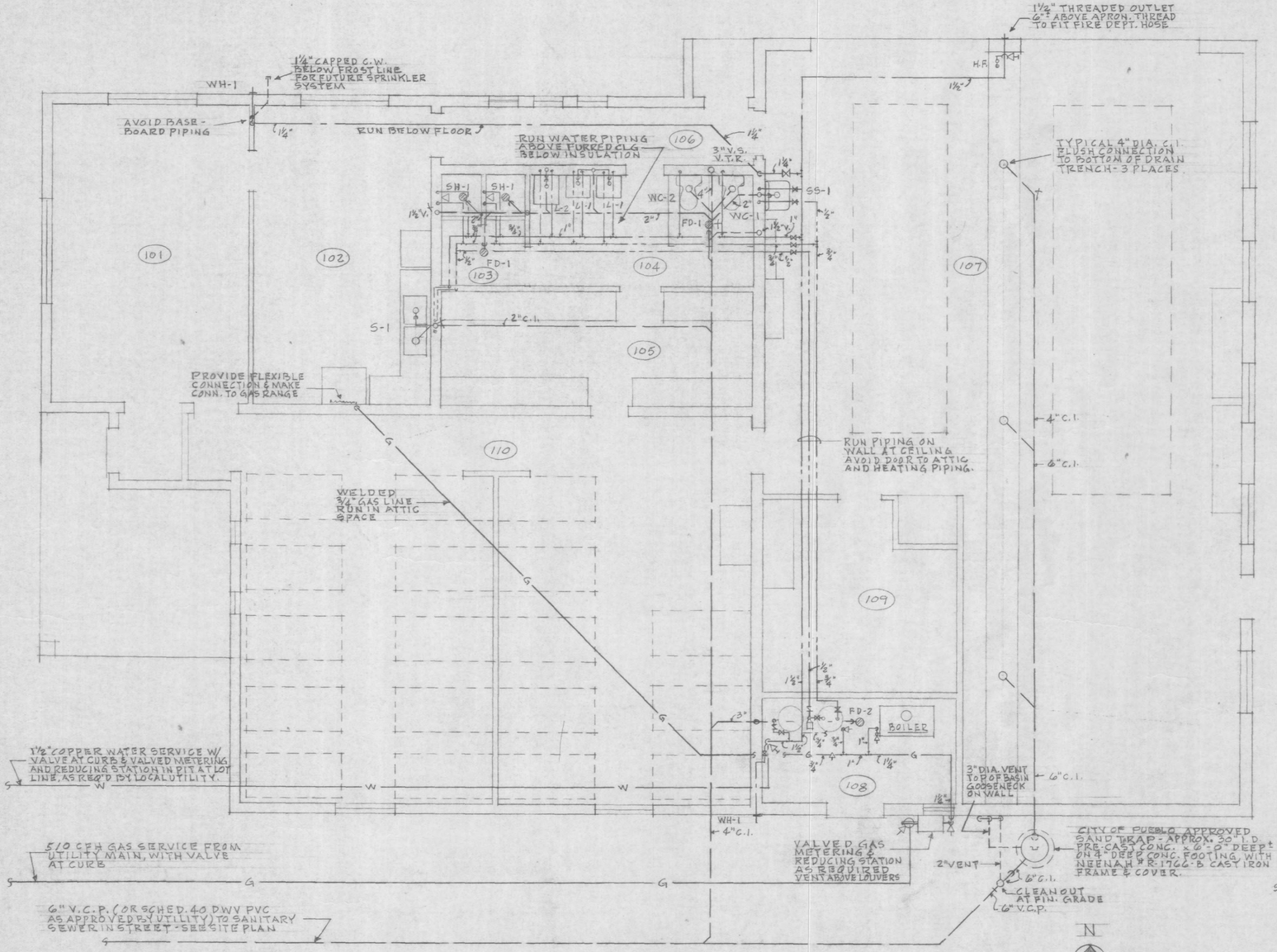
FIRE STATION NO. 3
FOR
THE CITY OF PUEBLO
123 W. EVANS — PUEBLO, COLORADO

ROBERT L. BERRY, architect, A.I.A.
720 NORTH MAIN STREET, SUITE 301
PUEBLO COLORADO 81003
303/545-2326

STATE OF COLORADO 325 ROBERT L. BERRY B-526 LICENSED ARCHITECT

JOHN C. BUST REGISTERED 3826 PROFESSIONAL ENGINEER STATE OF COLORADO

DRN.
CHK
APP 2B
DATE 7/24/78
JOB NO. 7802
SHEET E-1 OF 1



FLOOR PLAN - PLUMBING

SCALE ¼" = 1'-0"

PLUMBING SYMBOL SCHEDULE

		SERVICES			
	SAN. SEWER BELOW FLOOR OR GRADE				
	VENT PIPING - RUN CONCEALED				
W	WATER SERVICE				
C.W.	COLD WATER				
H.W.	HOT WATER				
H.W.R.	HOT WATER RETURN	H.W.	C.W.	W.	VENT
G	GAS PIPING				
WC	WATER CLOSET		½"	3"	2"
L	LAVATORY	½"	½"	1¼"	1¼"
SH	SHOWER	½"	½"	2" RD.	1½"
S	SINK	½"	½"	2"	1½"
SS	SERVICE SINK	½"	½"	2"	1½"
V.C.P.	VITRIFIED CLAY PIPE				
WH	WALL HYDRANT (FREEZE-PROOF)		½"		
HF	HOSE FAUCET		½"		
WS	WASTE STACK				
VS	VENT STACK				
C.I.	CAST IRON				
V.T.R.	VENT THRU ROOF				
	GATE VALVE				
	CHECK VALVE				
	BALANCING VALVE - MARK SET POINT				
	GAS VALVE				

PLUMBING FIXTURE SCHEDULE

PLUMBING FIXTURES SELECTED ON KOHLER, J.R. SMITH & JETGLAS MFG. AN EQUAL BY AM. STD., WADE, ZURN, JOSAM, A.D. SMITH ACCEPTABLE

WC-1 = HIGHLINE K-3518-EB 18" HIGH SIPHON JET ELONGATED TANK TYPE WATER CLOSET COMPLETE, WITH K-4670C SEAT, K-7638 ANGLE SUPPLY, TANK FITTINGS & BOLT CAPS.

WC-2 = WELLWORTH K-3500-EB ELONGATED TANK TYPE SIPHON JET WATER CLOSET COMPLETE, WITH K-4670-C SEAT, K-7638 ANGLE SUPPLY, TANK FITTINGS & BOLT CAPS.

L-1 = HUDSON K-2863 19"x17" 5" BACK ACID RESIST. ENAM. C.I. LAVATORY COMPLETE, WITH K-7443-T FITTINGS, K-7715 GRID DRAIN, K-7606 ANGLE STOPS AND K-9000 TRAP

L-2 = MORNINGSIDE K-12634 HAND CAPPED LAVATORY COMPLETE, WITH K-13344 FITTINGS, K-13885 DRAIN, K-13711 SUPPLIES, K-7620 TAILPIECES, K-9000 TRAP AND WITH JOSAM NO. C-3009-M613 CONCEALED CARRIER.

SH-1 = WENDRON K-6980 MIXING VALVE AND SHOWER HEAD PACKAGE, WITH FLOOR DRAIN F.D.-1 IN RECEPTOR, W/C.I. P-TRAP

SS-1 = BANNON K-6716 ENAM. C.I. SERVICE SINK WITH RIM GUARD, K-8905 FITTINGS W/ VAC. BRKR, K-6672-2" TRAP STANDARD AND WALL HANGERS.

S-1 = BROOKFIELD K-5942 SELF RIMMING ENAM. C.I. DBL COMPT. SINK 33" x 22" WITH K-6895 MIXING FAUCET W/ SPRAY, K-8801 (ONE) DUO-STRAINER WITH K-9000 TRAP, AND WITH MODEL 333 IN-SINK-ERATOR DISPOSAL UNIT W/ ⅓ H.P. MOTOR INSTALLED W/ WALL SWITCH.

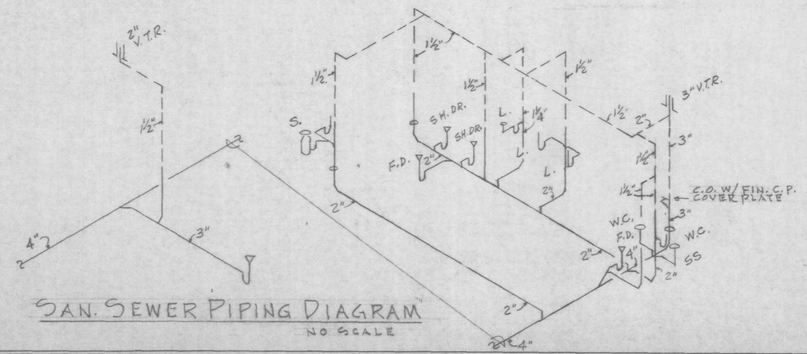
F.D.-1 = FIG. 2010-A 2" C.I. FLOOR DRAIN W/ 5" DIA. C.P. STRAINER & C.I. P-TRAP

F.D.-2 = 3" FIG. 2220 C.I. FLOOR DRAIN W/ SED. BUCKET. PROVIDE 3" P-TRAP

WH-1 = WOODFORD MODEL 65 SER. FREEZE-PROOF WALL HYDRANT W/ VAC. BRKR

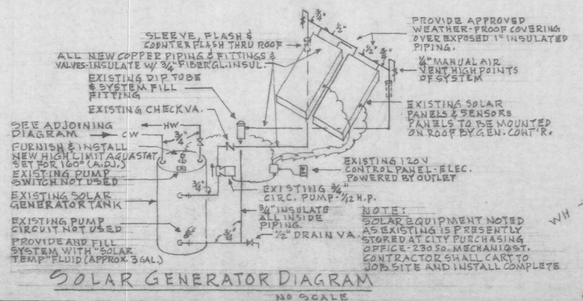
WATER HEATER = JETGLAS MODEL MSO-50J GAS FIRED WATER AT 60,000 BTU INPUT FOR 50.0 GPH AT 100° RISE AND 50 GAL. STOR. CAP. PROVIDE H.P. RELIEF W/ DRAIN TO FLOOR, AND FLUE TO BOILER STACK.

HF = CHICAGO NO. 998 SILL FAUCET W/ VAC. BRKR AND NO. 633 HANDLE



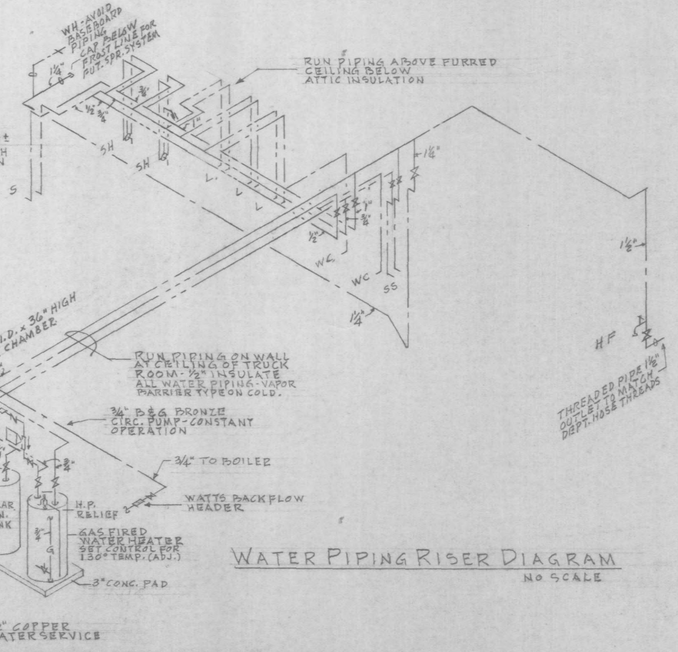
SAN. SEWER PIPING DIAGRAM

NO SCALE



SOLAR GENERATOR DIAGRAM

NO SCALE



WATER PIPING RISER DIAGRAM

NO SCALE

FIRE STATION NO. 3
FOR
THE CITY OF PUEBLO
123 W. EVANS — PUEBLO, COLORADO

ROBERT L. BERRY architect A.I.A.
720 NORTH MAIN STREET SUITE 301
PUEBLO COLORADO 81003
303/545-2326

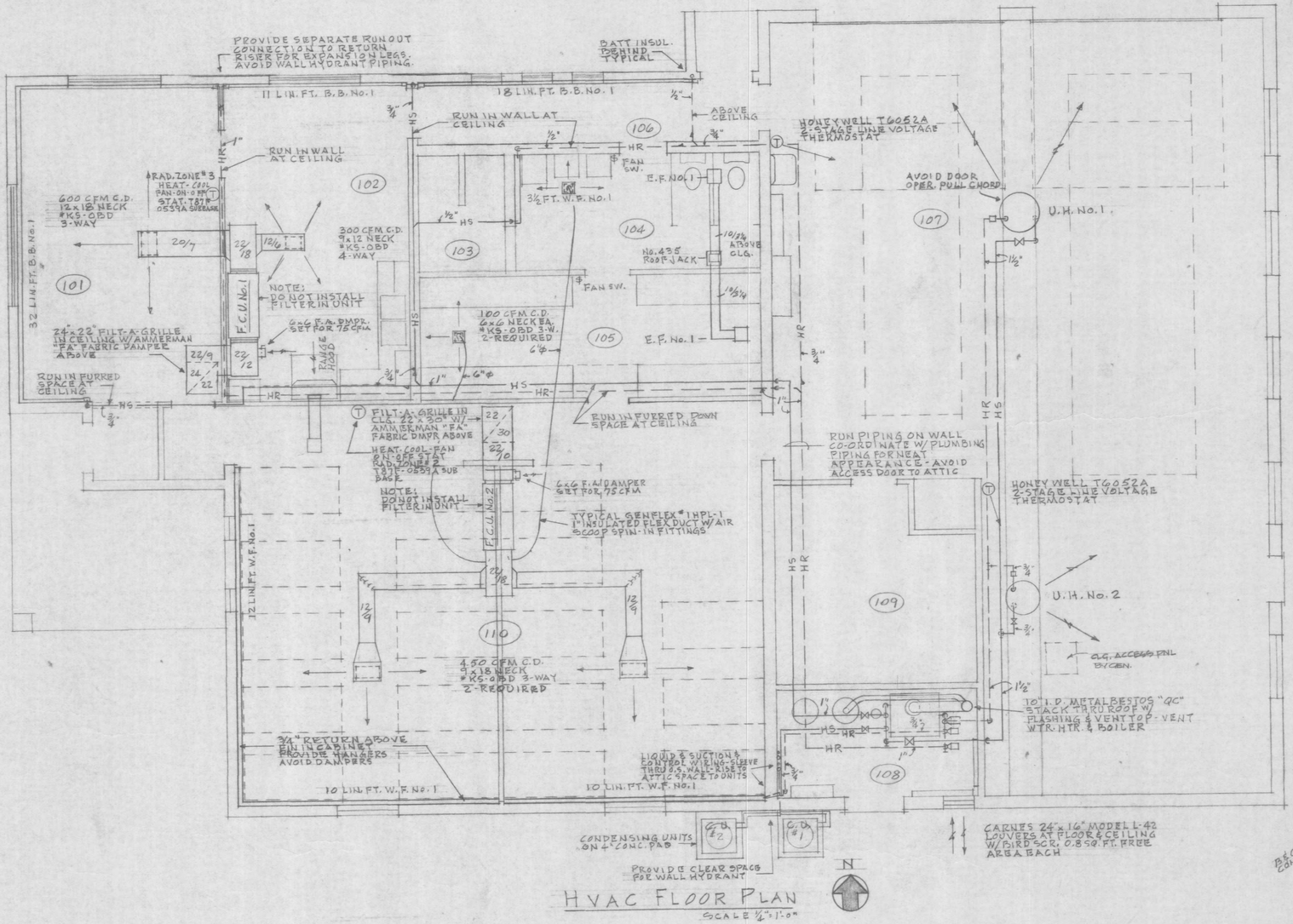
STATE OF COLORADO — ROBERT L. BERRY — REGISTERED ARCHITECT — 3649

DRN. M.J.C.
CHK. M.J.C.
APP. MECH. DESIGN ASSOC.

DATE 7/24/78

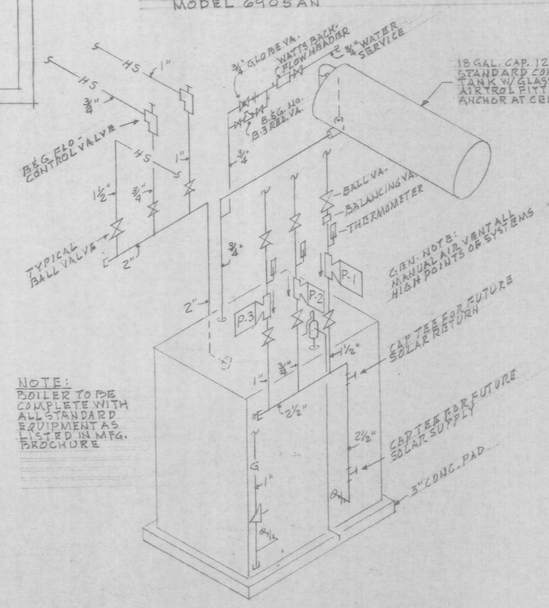
JOB NO. 7802

SHEET M-1 OF 2



HVAC FLOOR PLAN

SCALE ½" = 1'-0"



BOILER PIPING DIAGRAM

NO SCALE

EQUIPMENT SCHEDULE

FAN-COIL & CONDENSING UNITS ARE SELECTED ON DAY & NIGHT MFG., FEATURING LOW PRESSURE-LOW AMBIENT CONTROL TO 45° & 2-SPEED CONDENSER FAN, COMPATABLE FOR 240V-1Φ POWER. FAN-COIL UNITS TO BE MOUNTED IN ATTIC ON ⅝" PLYWOOD PANEL ON RIGID FRAMES, COMPLETE WITH 1" DUCT LINER INSULATION IN ALL SUPPLY DUCTS AND RETURN AIR DUCTS, AND ¾" COIL PAN DRAIN DROP CONCEALED IN OUTSIDE WALL AND DRIP 6" ABOVE GRADE. PROVIDE PRE-CHARGED AND INSULATED SUCTION & LIQUID LINES, ALL CONTROL WIRING, HEATING AND COOLING THERMOSTAT WITH HEAT-COOL FAN-ON-OFF SUBBASE, WITH HEAT SETTING FOR INTERMITTANT HYDRONIC PUMP CIRCUIT OPERATION. AN EQUAL BY TRANE, LENNOX, CARRIER ACCEPTABLE

F.C.U. No. 1 = MODEL 30 CVHEC-SER. 608 AT 29,000 BTU A.R.I. CAPACITY W/ ⅓ H.P. BLOWER FOR 915 CFM AT 0.30" E.S.P.
C.U. No. 1 = MODEL 24 DNRX-SER. 108C AT 3200 SYSTEM WATT INPUT, 24,000 BTU A.R.I. CAPACITY. (NO FILTER REQ'D IN FCU No. 1)

F.C.U. No. 2 = MODEL 36 CVHEC-SER. 608 AT 35,000 BTU A.R.I. CAPACITY W/ ¼ H.P. BLOWER FOR 1125 CFM AT 0.30" E.S.P.
C.U. No. 2 = MODEL 30 DNRX-SER. 108C AT 4200 SYSTEM WATT INPUT, 30,000 BTU A.R.I. CAPACITY (NO FILTER REQ'D IN FCU No. 2)

BOILER: WEIL-McLAIN MODEL No. P-FG-7 GAS FIRED CAST IRON PACKAGED HOT WATER BOILER AT 390,000 BTU (390 CFH GAS) INPUT - 312,000 BTU A.G.A. GROSS OUTPUT AT SEA LEVEL. AN EQUAL BY BURNHAM MFG. ACCEPTABLE.

W.F. No. 1 = WEIL-McLAIN MODEL "SL" SLOPING TOP CABINET W/ END CAPS AND KNOB CONTROL DAMPERS, WITH #51432 ELEMENT WITH 1¼" STEEL TUBE AT 830 BTU/FT. CAPACITY AT 180° A.W.T.

B.B. No. 1 = WEIL-McLAIN MODEL 75 WL2 HOT WATER BASEBOARD WITH CONTINUOUS DAMPER AND END CAPS, WITH ¾" COPPER TUBE AND ALUM. FINS AT 610 BTU/FT. CAPACITY AT 180° A.W.T. AND 1 GPM FLOW. EACH CIRCUIT ON LIVING ROOM ZONE TO HAVE BALL VALVE ON SUPPLY FOR SHUT-OFF AND BALL VALVE ON RETURN END FOR BALANCING & SHUT-OFF - MARK SET POINT

U.H. No. 1 = TRANE MODEL 252 P PROJECTION TYPE HOT WATER UNIT HEATER WITH ⅓ H.P. BLOWER CONTROLLED BY ROOM STAT. AT 850 RPM FOR 3185 CFM - 127.6 MBH CAPACITY WITH 13.2 G.P.M. @ 180° F. E.W.T. PROVIDE WITH LOUVER CONE DIFF. SUSPEND AT CEILING. INSTALL BALL VALVE ON SUPPLY AND RETURN RUN-OUT (MARK BALANCING SET POINT) AND MANUAL AIR VENT ON RETURN. FAN CONTROL WITH 2ND STAGE OF STAT.

U.H. No. 2 = SAME AS U.H. No. 1 EXCEPT MODEL TO BE #80 P WITH ⅓ H.P. AT 1150 RPM FOR 858 CFM - 80.7 MBH CAPACITY WITH 3.2 GPM OF 180° E.W.T.

P-1 = B&G 1½" IN-LINE CIRC. PUMP WITH ½ H.P. MOTOR AT 1750 RPM FOR 16.5 GPM AT 8 FT. HD. - INTERMITTANT CONTROL ON 1ST STAGE OF EITHER TRUCK ROOM 2-STAGE THERMOSTAT. EQUAL BY THRUSH OR TACO MFG. ACCEPTABLE.
P-2 = B&G ¾" #75 IN-LINE CIRC. PUMP WITH ½ H.P. MOTOR AT 1750 RPM FOR 2.6 GPM AT 7¼ FT. HD. INTERMITTANT OPER. W/ ROOM STAT. HEATING CYCLE. THRU RELAY

P-3 = B&G 1" #100 IN-LINE CIRC. PUMP WITH ½ H.P. MOTOR AT 1750 RPM FOR 4 GPM AT 7½ FT. HD. INTERMITTANT OPERATION W/ ROOM STAT. HEATING CYCLE. THRU RELAY

E.F. NO. 1 = BROAN MODEL 319 CEILING FAN AT 190 CFM AT 1050 RPM AND 3.0 SONES. SWITCH WITH LIGHTS THRU MODEL 57A SPEED SWITCH ON WALL.

RANGE HOOD = BROAN MODEL 72361 AT 210 CFM. PROVIDE 100 W. LAMP - EXHAUST IN ATTIC TO No. 435 ROOF JACK.

GRILLES AND DIFFUSERS SELECTED ON CARNES MFG., AN EQUAL BY TITUS - ANEMOSTAT ACCEPTABLE. FILT-A-GRILLE = CARNES MODEL 6905AN

STATE OF COLORADO · 925 · REGISTERED ARCHITECT · ROBERT L. BERRY · GEORGIA · B-526

FIRE STATION NO. 3
FOR
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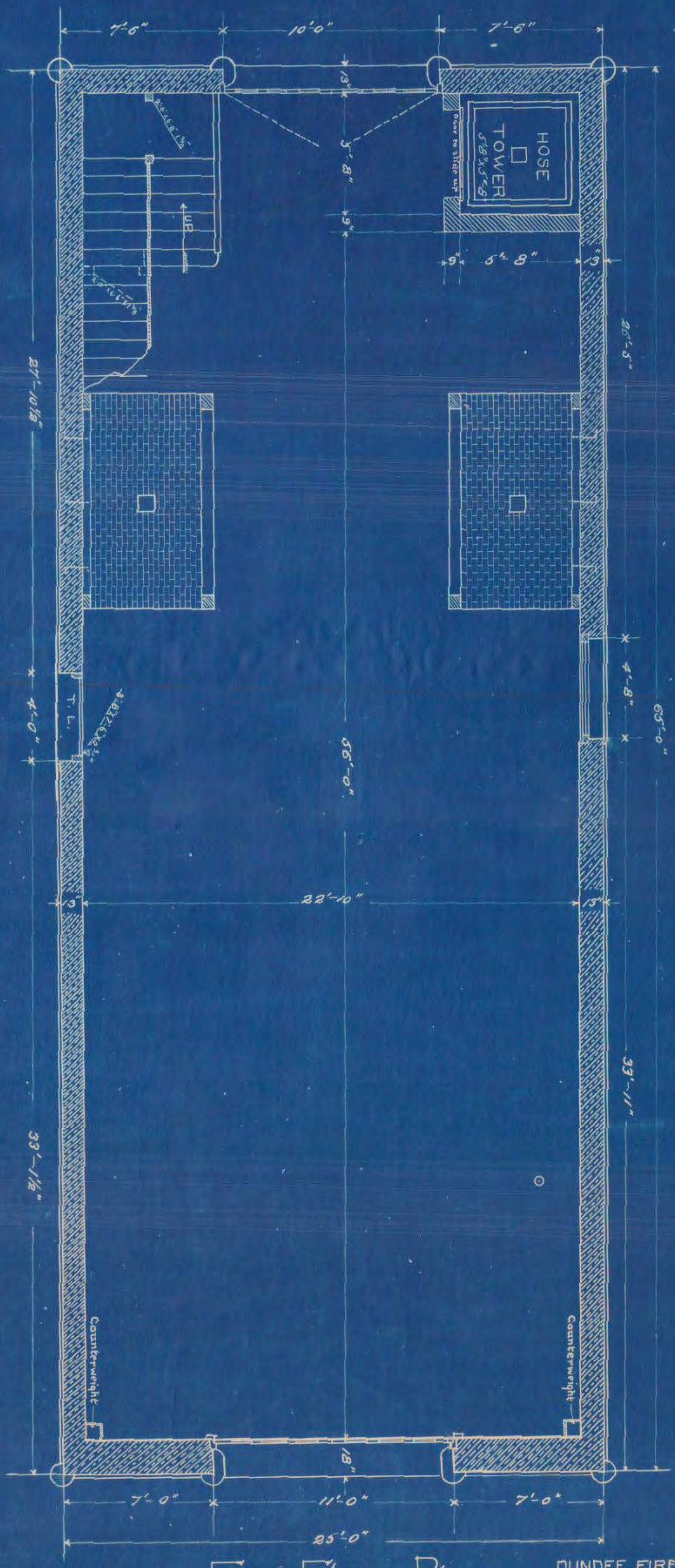
123 W. EVANS — PUEBLO, COLORADO
ROBERT L. BERRY architect A.I.A.
720 NORTH MAIN STREET SUITE 301 PUEBLO COLORADO 81003 303/545-2326

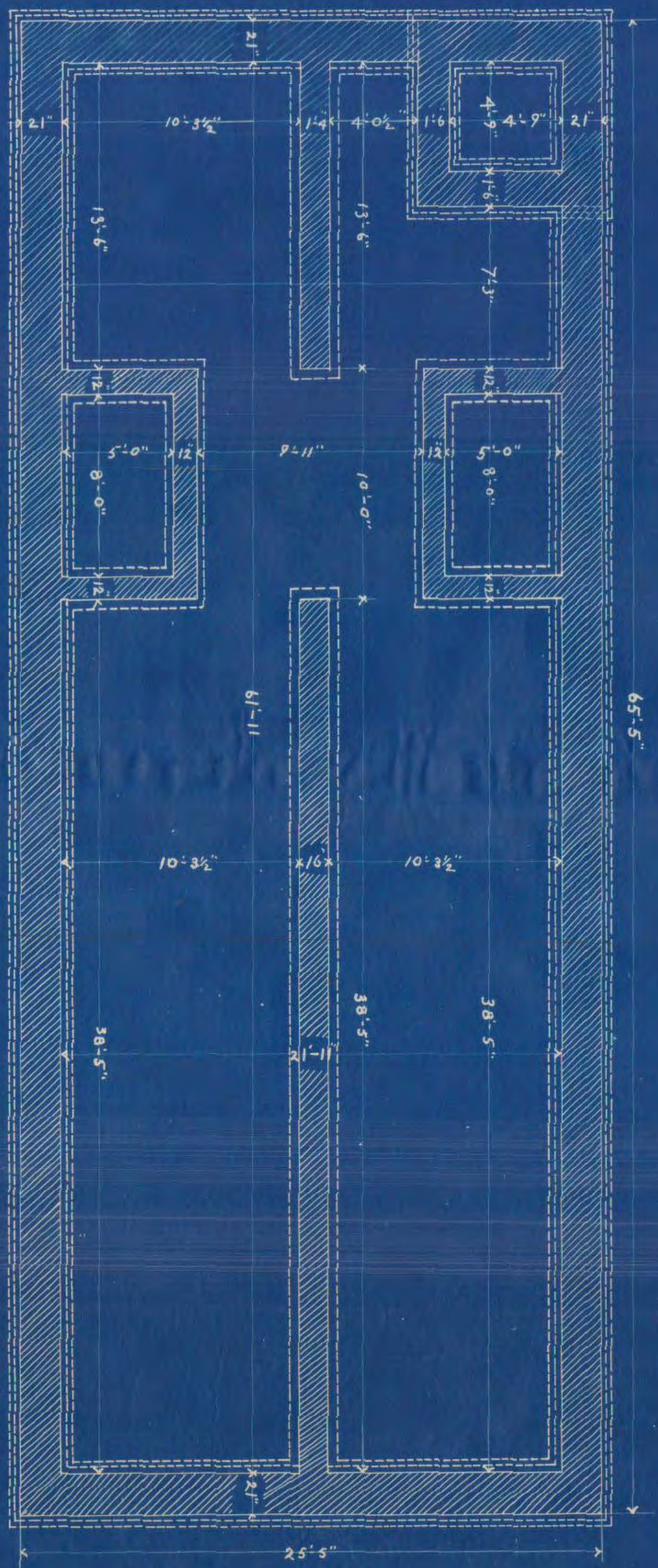
DRN. M.J.C.
CHK. M.J.C.
APP. MECH. DESIGN ASSOC.
DATE 7/24/78
JOB NO. 7803
SHEET M-2 OF 2



First Floor Plan

Scale 1/4" = 1'-0"

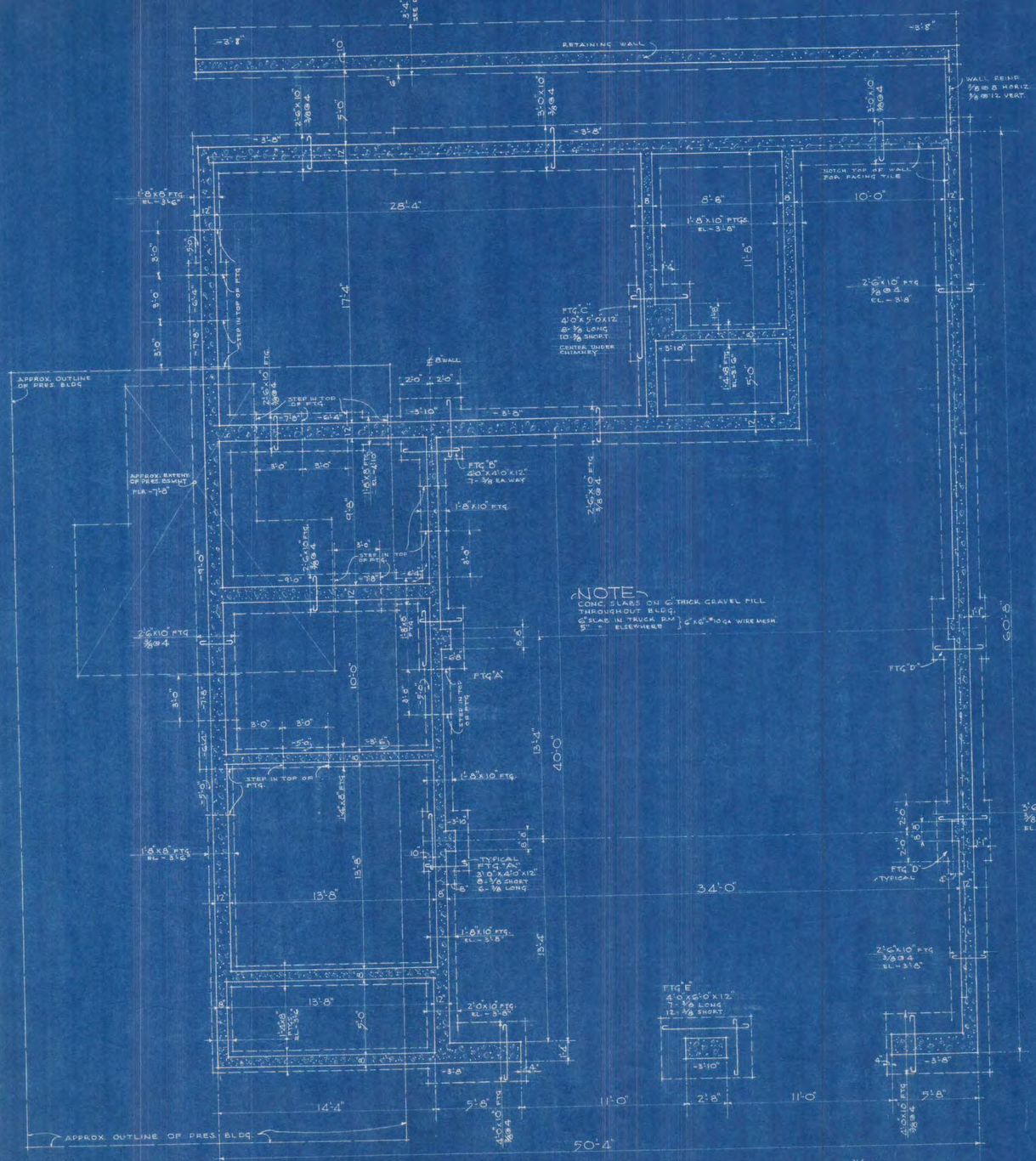
DUNDEE FIRE STATION,
NO. 5.
FRANCIS. W. COOPER. ARCHITECT.
PUEBLO COLORADO.



Foundation Plan

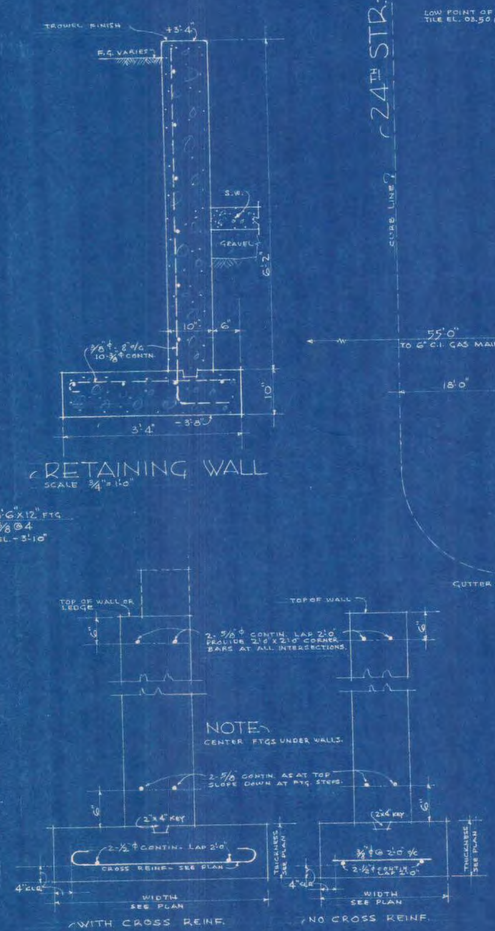
Scale 1/4"=1'-0"

DUNDEE FIRE STATION.
NO. 5
FRANCIS W. COOPER, ARCHITECT.
PUEBLO, COLORADO.



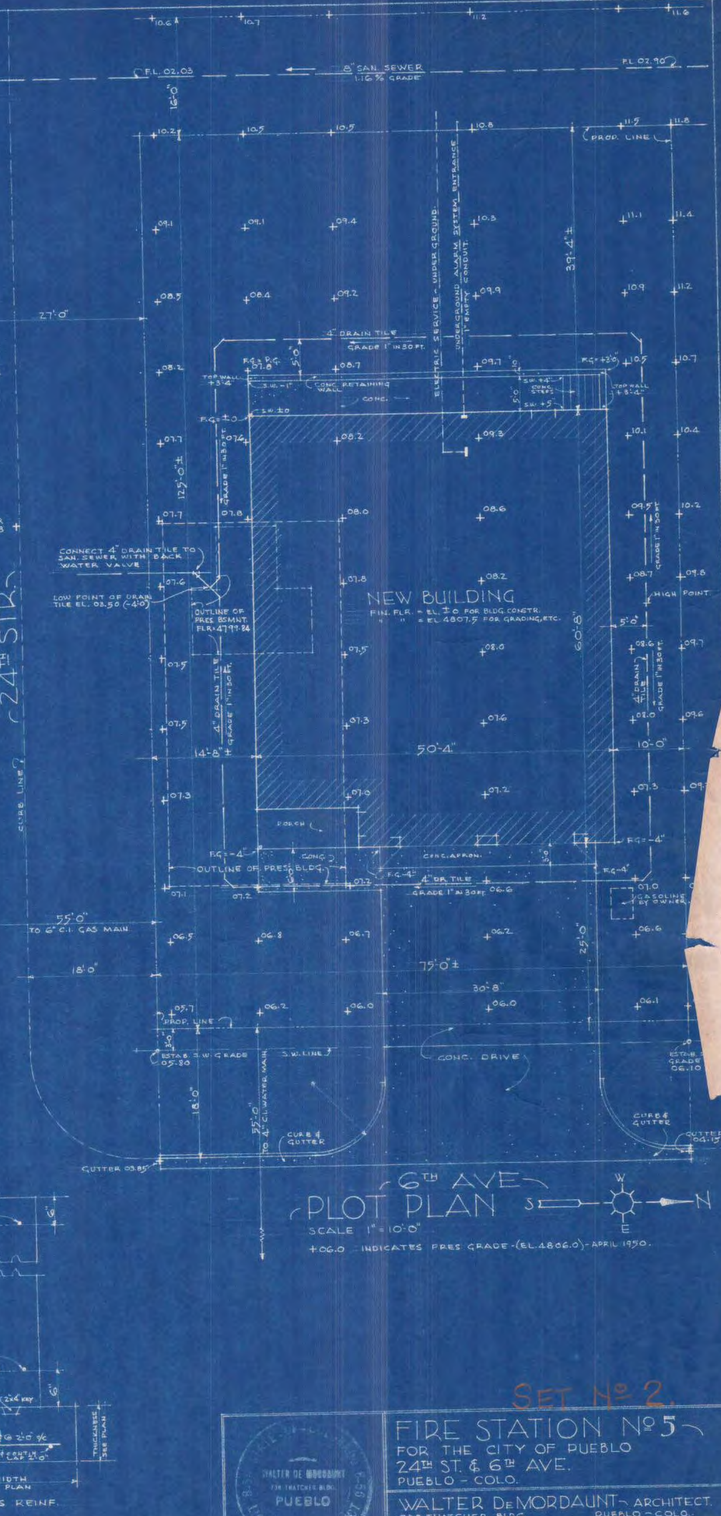
FOUNDATION PLAN

SCALE 1/4" = 1'-0"



TYPICAL WALL & FTG. REINF.

NOT TO SCALE.



PLOT PLAN

SCALE 1" = 10'-0"

+06.0 INDICATES PRES GRADE - (EL. 4806.0) - APRIL 1930.

SET No. 2.

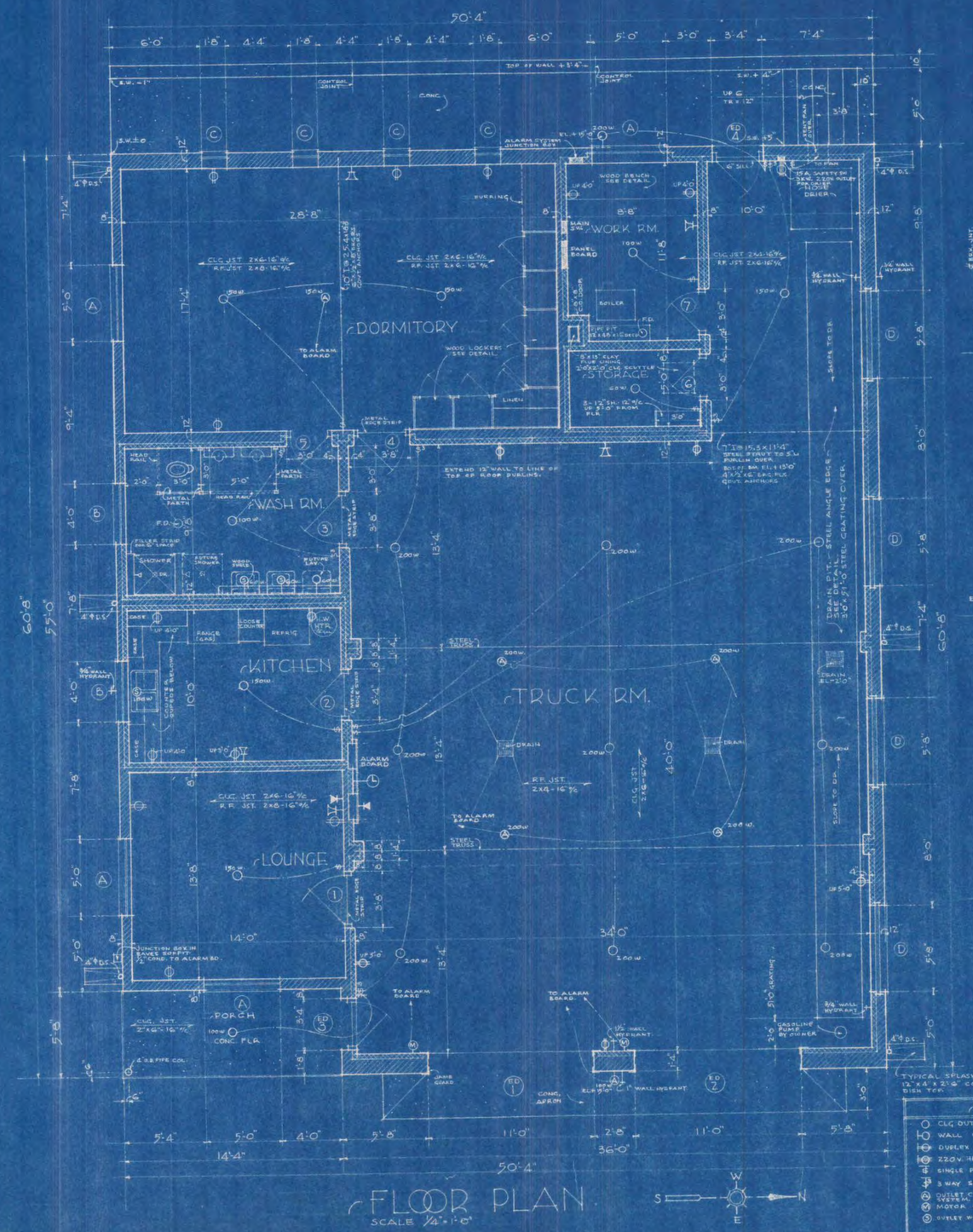
WALTER DE MORDAUNT
REGISTERED
PUEBLO
COLO.
ARCHITECT

FIRE STATION No. 5

FOR THE CITY OF PUEBLO
24TH ST. & 6TH AVE.
PUEBLO - COLO.

WALTER DeMORDAUNT - ARCHITECT.
738 THATCHER BLDG. PUEBLO - COLO.

JOB No.	DATE	DRWG. No.
5001	MAY 1930	1



INTERIOR FINISH SCHEDULE

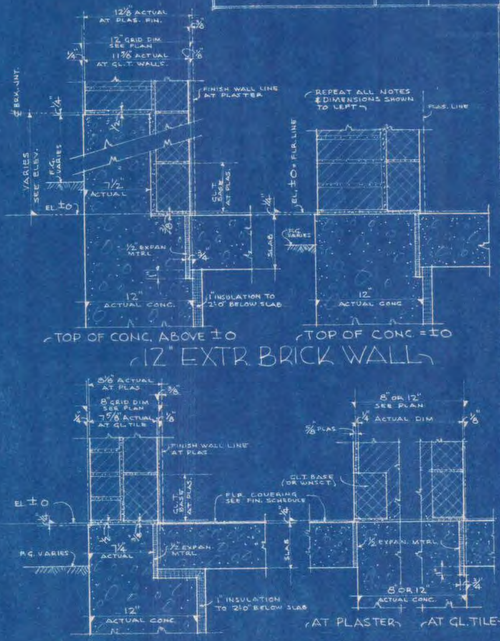
ROOM	MATERIAL						PAINT FINISH					REMARKS
	FLOOR	BASE	WAINSCOT	WALLS	CEILING	TRIM	BASE	WNSCT	WALLS	CLG	TRIM	
TRUCK RM.	CONCRETE HEAVY DUTY FINISH	GLAZED TILE	——	GLAZED TILE	PLASTER - WHITE COAT FIN.	PINE	——	——	——	PAINT	PAINT	
LOUNGE	ASPHALT TILE	"	GLAZED TILE 4'0" HIGH	PLASTER - WHITE COAT FIN.	"	"	——	——	PAINT	"	"	
KITCHEN	TERRA FLEX	"	——	GLAZED TILE	"	"	——	——	——	ENAMEL	ENAMEL	PINE COUNTERS & CASES ENAMEL FINISH
WASH RM.	"KORDSEAL"	"	——	GLAZED TILE	"	"	——	——	——	ENAMEL	"	METAL SCREENS & SHOWER CABINET
DORMITORY	ASPHALT TILE	"	GLAZED TILE 4'0" HIGH	PLASTER WHITE COAT FIN.	"	"	——	——	PAINT	PAINT	PAINT	PINE LOCKERS & LINEN CLOS PAINT FINISH.
WORK RM.	CONCRETE	"	——	GLAZED TILE	"	"	——	——	——	"	"	WOOD BENCH - PAINT FIN.
STORAGE	"	"	——	"	"	"	——	——	——	"	"	PINE SHELVES - PAINT FIN.

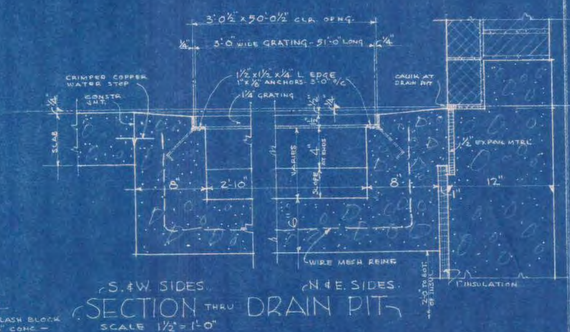
DOOR SCHEDULE

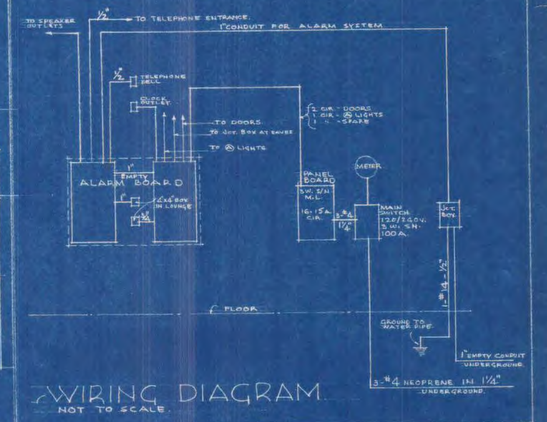
DOOR Nº	SIZE	TYPE	MTRL	GLASS	FRAME	PAINT FINISH	
(1) (2)	11-1⅜ x 10'-6" x 1¾"	OVERHEAD SEE ELEV.	SITKA SPRUCE	D.S.A.	STEEL	PAINT	STEEL THRESH. & JAMB GUARDS SEE DETAIL
(5) (4)	2'-10" x 6'-10" x 1¾"	SEE ELEVA.	PINE		PINE	"	METAL THRESHOLD.
(1)	3'-2" x 6'-10" x 1¾"	SLAB	PINE	D.S.A. 24" x 82"	PINE	ENAMEL	
(2)	2'-10" x 6'-10" x 1¾"	"	"	D.S.A. 20" x 82"	"	"	
(3)	3'-2" x 6'-10" x 1¾"	"	"	—	"	"	
(4)	3'-2" x 6'-10" x 1¾"	"	"	—	"	"	
(5)	2'-6" x 6'-10" x 1¾"	"	"	—	"	"	
(6)	2'-6" x 6'-10" x 1¾"	"	"	—	"	"	
(7)	2'-6" x 6'-10" x 1¾"	"	"	D.S.A. 16" x 82"	"	"	10" x 10 3/16 FIXED METAL LOUVERS UP 12" FROM BOTTOM

STEEL LINTEL SCHEDULE

OPENING		NO. OR MEMBERS	SIZE	LENGTH	REMARKS
DOOR (1) (2)		1	10" I @ 25.4	13'-0"	8" x 5½" x 5/8" BRG. PLE.
" (3) (4)		1	15" x 5/16" PL.	11'-0"	
" (1) (4)		2 L'S	3½ x 3½ x ¼	4'-4"	
" (2)		1 L.	4 x 3½ x 5/16	4'-8"	LLV
" (5)		1 L.	Do.	4'-4"	"
WDW (A)	IN 12" WALL	1 L.	3½ x 3 x ¼	4'-0"	"
" (A)	IN 8" WALL	2 L'S	3½ x 3 x ¼	6'-0"	LLV
" (B)	IN KITCHEN	1 L.	Do.	5'-0"	"
" (B)	IN WASH RM.	1 L.	Do.	5'-0"	"
" (C)		2 L'S	Do.	2'-8"	"
" (D)		1 L. 1 L.	4 x 3 x 5/16 Do.	7'-0" 6'-8"	"
DOOR (6) (7)		1 L.	Do.	4'-0"	LLV







ELECTRICAL SYMBOLS

- CLG OUTLET
- WALL "
- DUPLEX CONV. OUTLET
- 220 V. HEAVY DUTY OUTLET
- SINGLE POLE SWITCH
- 3 WAY SWITCH
- (A) OUTLET CONTROLLED BY ALARM SYSTEM
- (M) MOTOR OUTLET
- (S) OUTLET WITH PULL SWITCH
- 110 V. CLOCK OUTLET
- OUTSIDE TELEPHONE
- SPEAKER OUTLET - UP 6'-0"

MATERIAL SYMBOLS

- INDICATES EARTH
- " CONCRETE (CONC.)
- " BRICK (BRK.)
- " GLAZED TILE (GL. T.)

STATE OF COLORADO — WALTER DE MORDAUNT — 730 THATCHER BLDG. PUEBLO — REGISTERED ARCHITECT

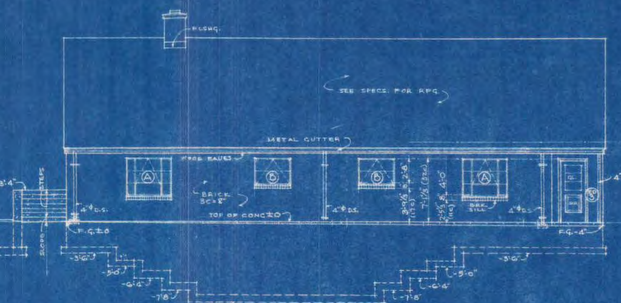
FIRE STATION Nº 5

FOR THE CITY OF PUEBLO
24TH ST. & 6TH AVE.
PUEBLO - COLO.

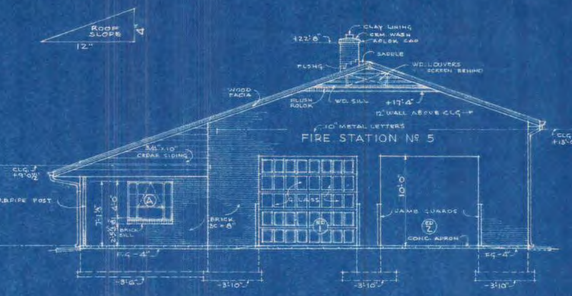
WALTER DeMORDAUNT - ARCHITECT
730 THATCHER BLDG. PUEBLO - COLO.

JOB Nº	DATE	DRWG. Nº
5001	MAY 1950	2

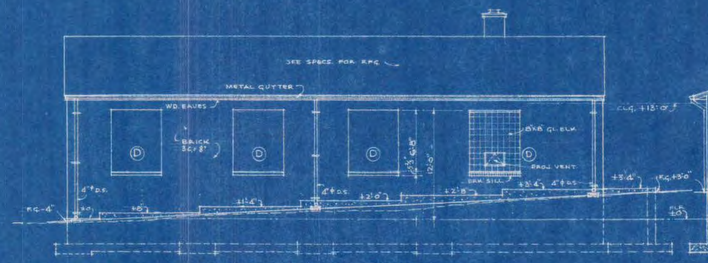
5/24/50



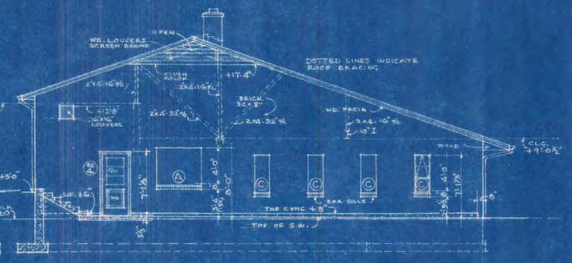
SOUTH ELEVATION
SCALE 1/8" = 1'-0"



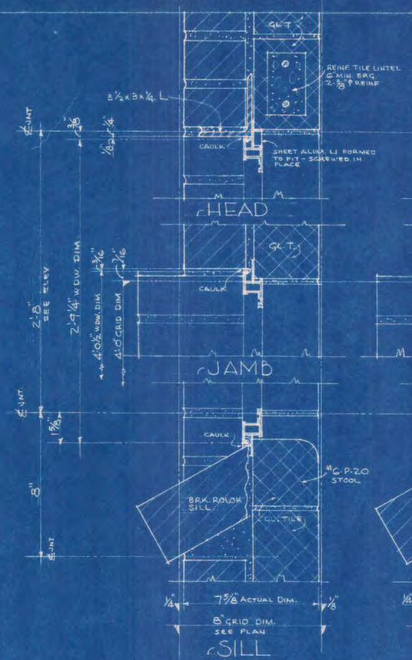
EAST ELEVATION
SCALE 1/8" = 1'-0"



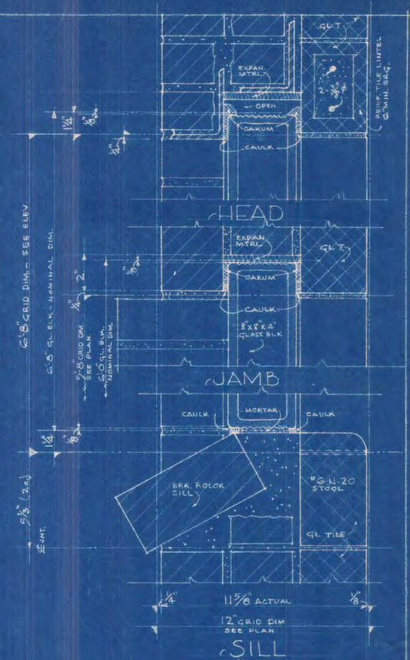
NORTH ELEVATION
SCALE 1/8" = 1'-0"



WEST ELEVATION
SCALE 1/8" = 1'-0"

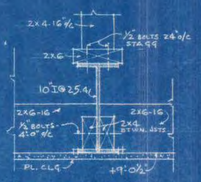


IN GLAZED TILE IN PLASTER
DETAIL OF WDWS. Ⓐ Ⓑ Ⓒ
SCALE 3" = 1'-0"

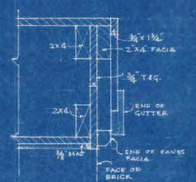


DETAIL - WDW Ⓓ
SCALE 3" = 1'-0"

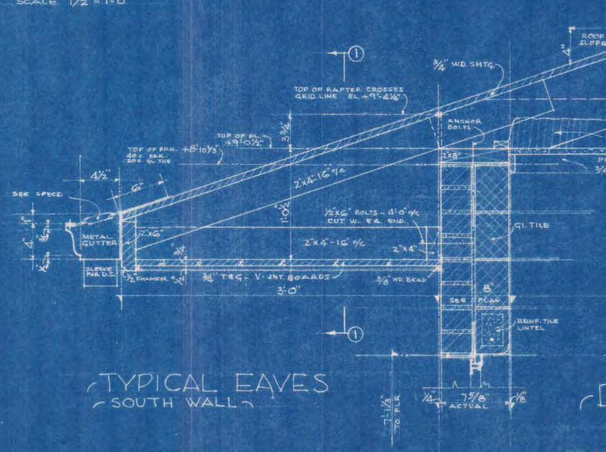
NOTE
INSTALL VENTILATORS ACCORDING TO MFGRS. INSTRUCTIONS — SEE ELEVA. FOR LOCATION.



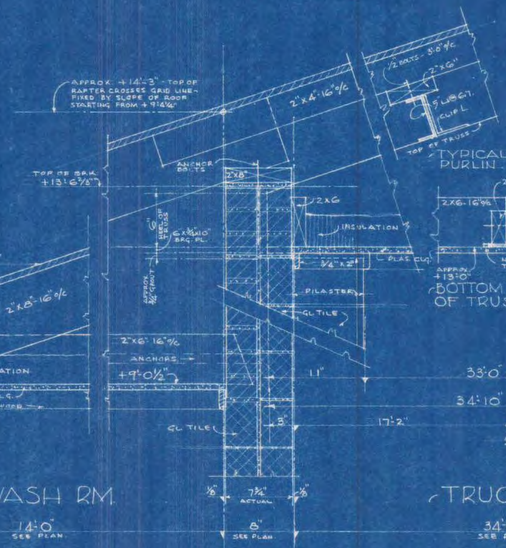
SECTION THRU BEAM OVER DORMITORY
SCALE 1½" = 1'-0"



SECTION 1-1
SCALE 1½" = 1'-0"



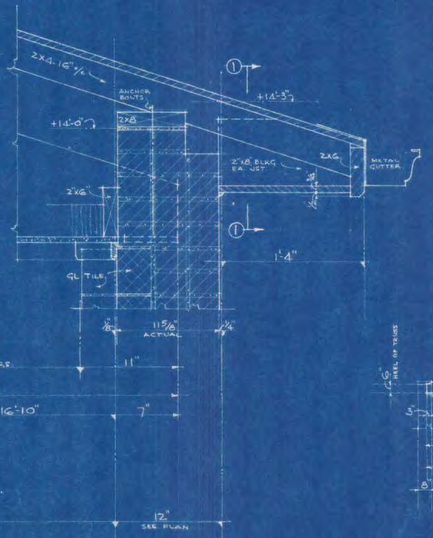
TYPICAL EAVES
SOUTH WALL



WASH RM.
14'-0"
SEE PLAN

TRUCK RM.
34'-0"
SEE PLAN

SOUTH WALL OF TRUCK RM.

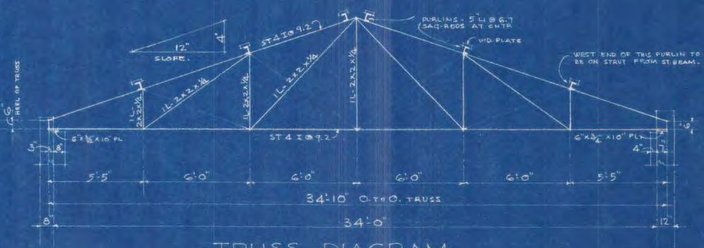


TYPICAL EAVES
NORTH WALL

DETAIL OF ROOF CONSTRUCTION
SCALE 1½" = 1'-0"

WINDOW SCHEDULE

MARK	GRID OPNG. DIM. WIDTH	GRID OPNG. DIM. HEIGHT	WINDOW DIM. WIDTH	WINDOW DIM. HEIGHT	TYPE	GLASS	REMARKS
A	5'-0"	4'-0"	5'-0½"	4'-1⅛"	INTER. PROJ. ALUMINUM.	D.S.A.	REMOVABLE SCREENS.
B	4'-0"	2'-8"	4'-0½"	2'-9⅛"	"	D.S.A. OBSC.	IN KITCHEN & WASH RM. REMOVABLE SCREENS
C	1'-8"	4'-0"	1'-8½"	4'-1⅛"	"	D.S.A.	REMOVABLE SCREENS.
D	5'-8"	6'-8"	6'-0"	6'-8"	GL. BLK. PNL.	D.S.A. IN VENTS	2'-0" X 1'-4" ALUM. PROJ. VENT - SET IN GLASS BLOCK. - REMOVABLE SCREENS

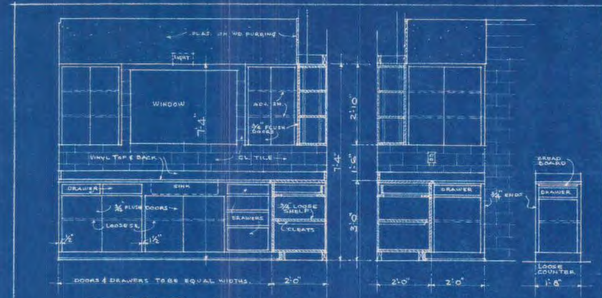


TRUSS DIAGRAM
SCALE ¼" = 1'-0"

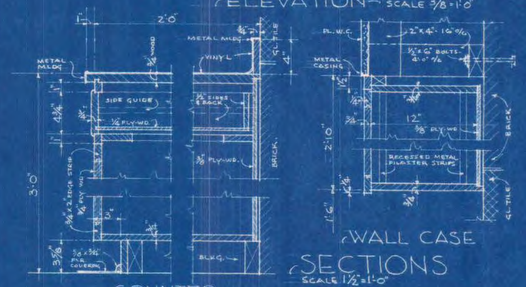
FIRE STATION Nº 5
FOR THE CITY OF PUEBLO
24TH ST. & 6TH AVE.
PUEBLO - COLO.

WALTER DeMORDAUNT - ARCHITECT
720 THATCHER BLDG. PUEBLO - COLO.

JOB NO.	DATE	DRWG NO.
5001	MAY 1950	3



SOUTH WALL ELEVATION — SCALE 3/8"=1'-0"



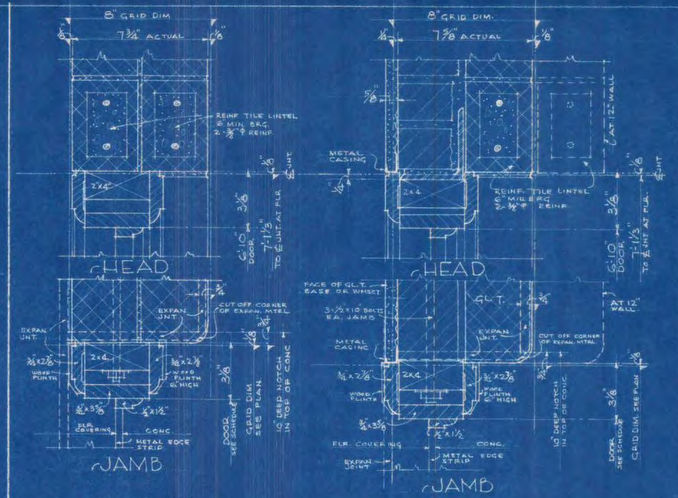
WEST WALL

WALL CASE

SECTIONS
SCALE 1½"=1'-0"

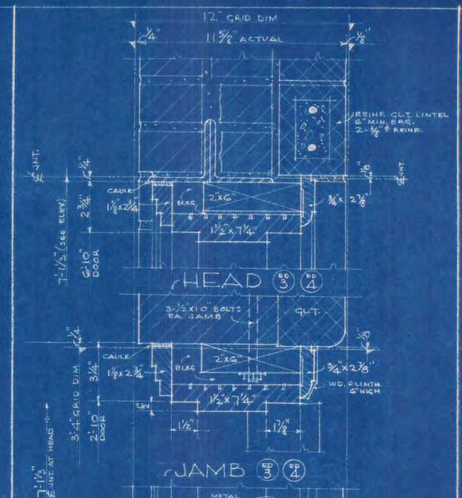
COUNTER

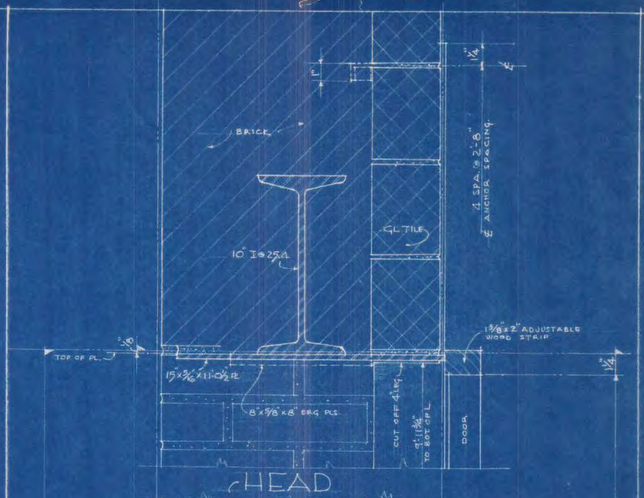
DETAILS — KITCHEN CASES.

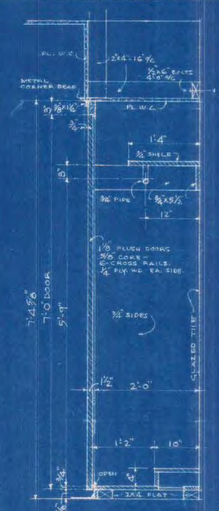


IN GLAZED TILE — PLASTER 1 SIDE

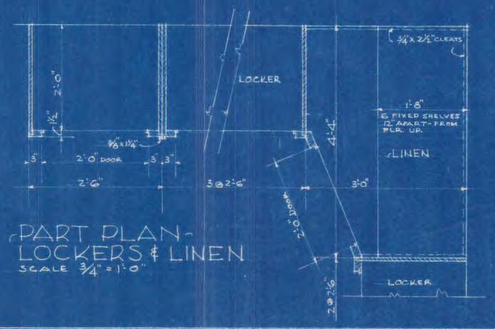
INTERIOR DOOR FRAMES
SCALE 3"=1'-0"



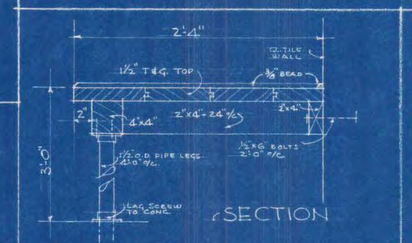




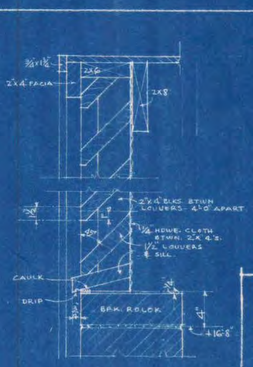
LOCKER TYP. SECTION
SCALE ¾"=1'-0"



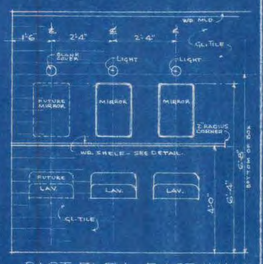
PART PLAN - LOCKERS & LINEN
SCALE ¾"=1'-0"



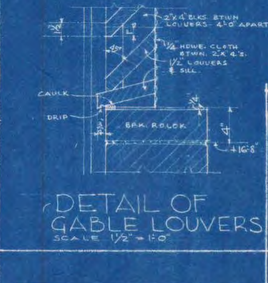
BENCH IN WORK RM.
SCALE 1½"=1'-0"

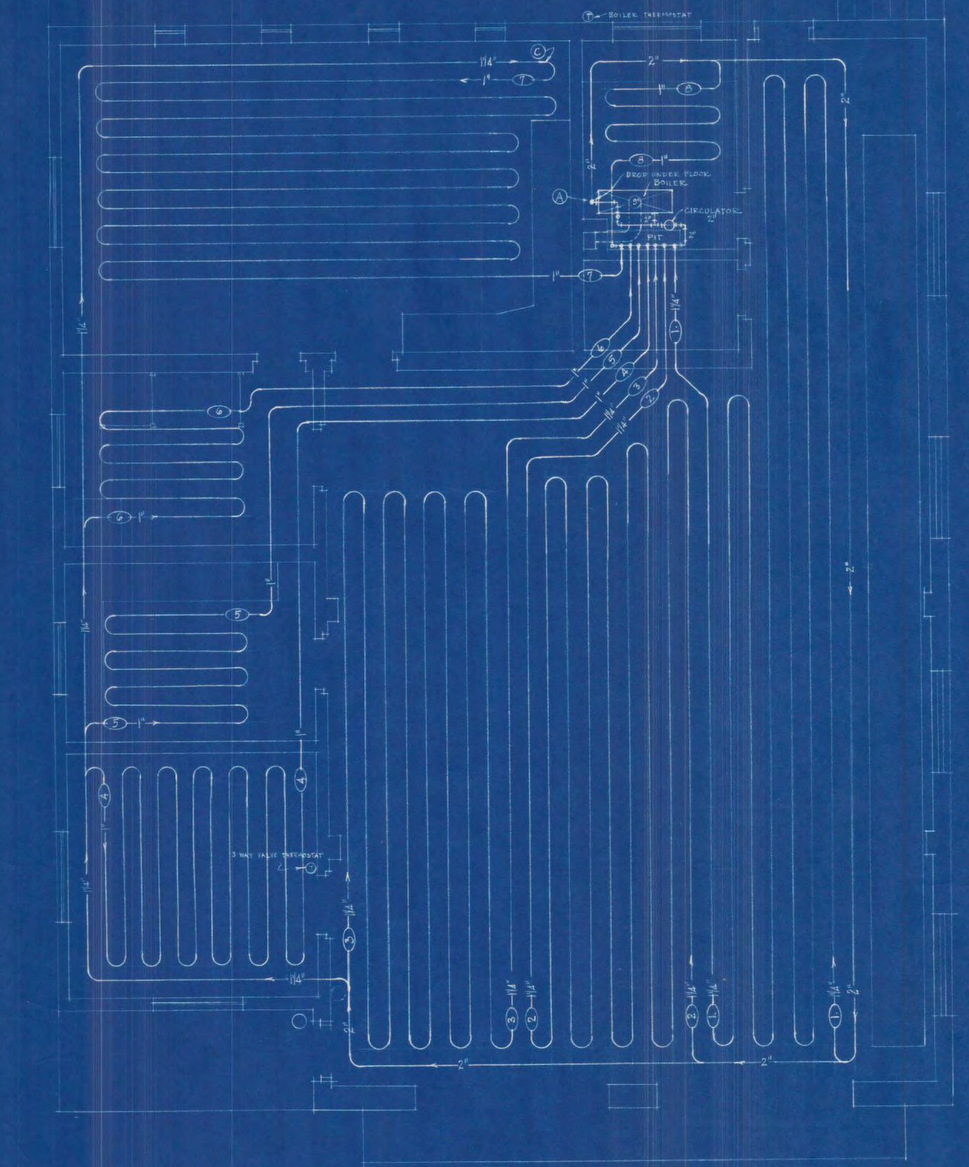


DETAIL OF GABLE LOUVERS
SCALE 1½"=1'-0"



SECTION THRU PORCH - LOOKING SOUTH
SCALE 1½"=1'-0"


⅜" SHTG.
BLDG. PAPER
10" BEVEL SIDING
2"x6" RR JST.
2"x8" FILLER AT SIDING
2"x6"-24" o/c
⅜" T&G

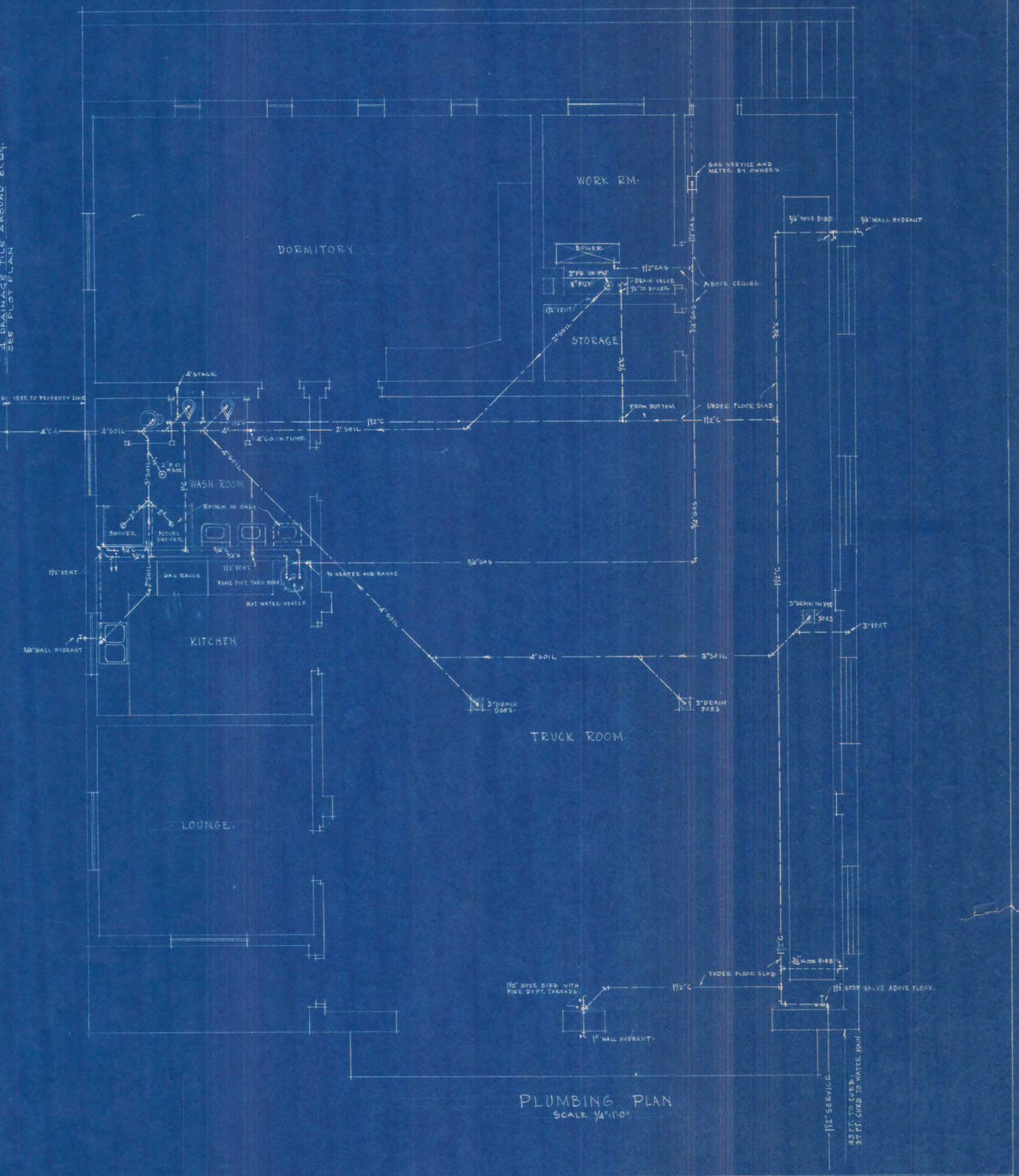


LINEAL FEET OF PIPE IN FLOOR SLAB

CIRCUIT MAIN FROM	(A) TO (B)	115 FT OF 2"
CIRCUIT MAIN FROM	(B) TO (C)	30 FT OF 1¼"
COIL - (1)		387 FT OF 1¼"
COIL - (2)		283 FT OF 1¼"
COIL - (3)		291 FT OF 1¼"
COIL - (4)		115 FT OF 1"
COIL - (5)		24 FT OF 1"
COIL - (6)		86 FT OF 1"
COIL - (7)		285 FT OF 1"
COIL - (8)		35 FT OF 1"

FROM CIRCUIT MAIN TO RETURN HEADER

1¼ PIPES APPROX 14" O.C.
1" PIPES APPROX 12" O.C.



PLUMBING PLAN
SCALE ¼"=1'-0"

STATE OF COLORADO
WALTER DE MORDAUNT
738 THATCHER BLDG
PUEBLO
REGISTERED ARCHITECT

FIRE STATION Nº 5
FOR THE CITY OF PUEBLO
24TH ST & 6TH AVE
PUEBLO - COLO.

WALTER De MORDAUNT ARCHITECT
738 THATCHER BLDG PUEBLO - COLO

JOB Nº	DATE	DRWG Nº
5001	MAY 1950	P-H-1

PROJECT APPROACH

PROJECT UNDERSTANDING

This project involves targeted, cost-effective upgrades to Stations 3 and 5. Station 3 upgrades will involve reconfiguring the existing locker/toilet room to improve spatial efficiency, comfort, and privacy for crews by upgrading shower facilities and providing enclosed toilet compartments. Several variants of this reconfigured space will need to be provided, and the selected scheme will advance to complete construction documents.

Station 5 work will include separating one bay space from the apparatus bay area for use as an exercise/ training area. This will involve separating the heating and ventilation systems to ensure an uncontaminated, healthy environment in the South Bay training room.

The City intends to design, bid, and administer each project separately.

PROJECT APPROACH

Fundamentally, each of these projects is simple, and our objective will be to provide design solutions that meet all needs and expectations most directly and cost-effectively possible. We will work closely with the Fire Department and the City administrator to develop options and discuss the implications of all decisions made during the design process. We will consider the impact construction will have on ongoing operations and seek ways to structure and organize the work to minimize this inconvenience while keeping construction costs to a minimum.

We will work through the following phases for each facility:

SCOPE OF WORK / TECHNICAL PLAN

Preliminary/Schematic Design

In Schematic Design, we will assess the original project goals and begin charting a course toward achieving them in the most economical manner possible, providing options where prudent. We will work with City and Department input to deliver a design solution that stays within budget and meets project requirements.

Key Milestone Deliverables:

- Preliminary floor plans, interior elevations.
- Initial material finish and material selections.
- Engineering narratives.
- Early cost estimate prepared by our third-party estimator.
- City review sessions to evaluate and confirm a preferred concept.

Final Design/Design Development

Design Development refines the approved schematic solution into coordinated, buildable systems. We focus on interdisciplinary integration and constructability while ensuring the design intent remains intact.

Key Milestone Deliverables:

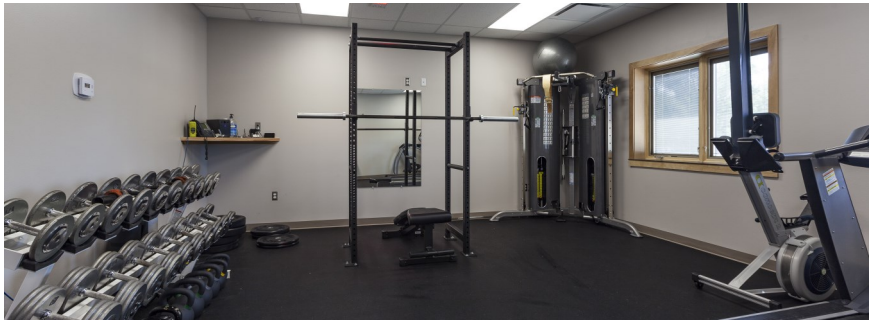
- Refined architectural drawings, elevations, sections, and initial detailing.
- Fully coordinated engineering drawings.
- Final material and finish selections.
- Progress reviews with the City to maintain transparency and control.
- Updated cost estimate and outline specifications.

Preparation of Construction Documents

During this phase, the design is translated into a detailed, coordinated set of documents that communicates intent clearly to the contractor. Our focus is on accuracy, clarity, and constructability to reduce change orders and ensure predictable pricing.

Key Milestone Deliverables:

- Comprehensive and fully coordinated architectural and engineering drawings.
- Complete specifications detailing all systems and materials.
- Continuous cost alignment with our estimator.
- Progress reviews with the City to maintain transparency and control.



Bidding

We will assist the City in achieving a fair and competitive bidding process through:

- Responding to contractor inquiries and substitution requests.
- Issuing addenda and clarifications as needed.
- Participating in pre-bid meetings and bid openings.
- Tabulating bids and providing recommendations for award.

Construction Administration (CA)

Our role during construction is to serve as the City's advocate, ensuring the built work aligns with design intent, budget, and quality expectations.

Responsibilities include:

- Submittal and RFI review.
- Regular site visits and field reports.
- Change order evaluation and schedule tracking.
- Payment application review.
- Comprehensive Punch List and closeout support.

Warranty Phase *(Optional) (1 Year following Substantial Completion)*

Post-occupancy support ensures the building performs as intended.
Services may include:

- 11-month warranty walkthrough and report.
- Coordination of corrective actions.
- Ongoing performance and occupant feedback review.

MEETING SCHEDULE WITHOUT DELAY WHILE AVOIDING COST ESCALATIONS

Schedule milestones will be rigorously maintained. We accomplish this by developing our schedules in concert with all team members, including consulting engineers and Owner representatives. Each party will have tasks and responsibilities in this process, and our schedules are constructed to allow ample time for internal and Owner review, with deadlines and submittal dates established early and maintained through continuous updates and constant communication.

To control costs, our team includes a dedicated third-party cost estimator who will work with us through all design phases. These engineers will recommend and describe the required capital improvements, and a dedicated third-party cost estimator with decades of experience in commercial construction estimating will provide estimates. We view our estimator as an integral part of the team and will consult with them as we move through the process to align anticipated costs with project budgets. We will also establish and price bid alternatives for each project to provide the City with greater flexibility within the limited budget.

Schedule 2

Fee Schedule

Consultant's Response to Request for Proposal dated November 25, 2025,
Pricing Proposal

TABLE 1: FIRE STATION #3: PHASES - NOT TO EXCEED

Line Item	Description	Unit of Measure	Unit Cost
1	Preliminary Design (Schematic) Phase	Not To Exceed	$10,870.00
2	Final Design Phase	Not To Exceed	$18,020.00
3	Preparation of Contract Documents	Not To Exceed	$21,340.00
4	Bidding Phase	Not To Exceed	$3,305.00
5	Construction Services Phase	Not To Exceed	$17,310.00

TABLE 2: FIRE STATION #5: PHASES - NOT TO EXCEED

Line Item	Description	Unit of Measure	Unit Cost
1	Preliminary Design (Schematic) Phase	Not To Exceed	$10,820.00
2	Final Design Phase	Not To Exceed	$18,930.00
3	Preparation of Contract Documents	Not To Exceed	$23,540.00
4	Bidding Phase	Not To Exceed	$3,965.00
5	Construction Services Phase	Not To Exceed	$17,050.00

GRAND TOTAL FIRE STATION #3 and FIRE STATION #5 - NOT TO EXCEED $145,150.00

The following tables (3 - 6) will be utilized for any additional work as requested by City and agreed upon in writing.

NOTE: TABLE 3: HOURLY RATES - Excluded ($0.00 entered for each position listed in items 11 - 67

TABLE 4: HOURLY RATES CONTINUED

Line Item	Description	Position	Unit of Measure	Unit Cost
68	Please Enter Job Title in Position Column	GSG - Principal	Per Person Per Hour	$235.00
69	Please Enter Job Title in Position Column	GSG - Senior Project Manager	Per Person Per Hour	$220.00
70	Please Enter Job Title in Position Column	GSG - Principal Architect	Per Person Per Hour	$205.00
71	Please Enter Job Title in Position Column	GSG - Project Manager	Per Person Per Hour	$175.00
72	Please Enter Job Title in Position Column	GSG - Interior Designer	Per Person Per Hour	$145.00
73	Please Enter Job Title in Position Column	GSG - Technical Staff	Per Person Per Hour	$110.00
74	Please Enter Job Title in Position Column	GSG - Administrative Staff	Per Person Per Hour	$100.00

Excluded Line items 75 - 77 ($0.00 entered for each position)

TABLE 5: REIMBURSABLE EXPENSES

Line Item	Description	Unit of Measure	Percentage
78	Mileage, reproduction, etc.	Cost Plus Percent	10%
79	Subconsultants	Cost Plus Percent	0%

TABLE 6: ADDITIONAL REIMBURSABLES

Line Item	Description	Unit of Measure	Unit Cost
80	Reproduction	Cost Plus Percent	10%
81	Prints (11" x17", 18" x 24")	Cost Plus Percent	10%
82	Prints (24" x 36")	Cost Plus Percent	10%

FEE SCHEDULE *(CLARIFICATIONS TO THE INFORMATION SUBMITTED IN THE PRICING PROPOSAL)*

EXPLANATION OF FEES:

GSG Architecture provides this cost proposal based on our review and understanding of the RFQ/P documents issued by the City of Pueblo on October 28, 2025, information provided at the walk-through on November 4, 2025, and subsequent attendee list posted by the City. The following conditions apply for both Station 3 & 5.

General Assumptions:

- The City of Pueblo will provide the A&E team with all existing documents for the existing site and structures.
- The City of Pueblo personnel and decision-makers will be available to provide input during the evaluation/ assessment processes.
- The City of Pueblo will allow the A&E team access to the structures and sites as necessary for the development of the work of this project.
- No design work or construction will take place beyond the existing footprint of the stations.

General Exclusions: (The following services can be delivered at an additional negotiated fee.)

- Hazardous Material Investigations and Abatement.
- Invasive and non-invasive testing of systems and materials, all reports to be based on visual inspections only.
- Civil Engineering/Landscape Architecture.
- Detailed field-verified as-built drawings of existing facilities beyond the scope required for the work of this project.
- Design for remediation of discovered deficiencies not identified in the scope of work.
- Warranty phase services

FIXED FEE PROPOSAL: SEE SUBMITTED PRICING PROPOSAL (TABLES 1-6)

Please call to discuss any questions or concerns at your convenience. We look forward to working with you.

GSG ARCHITECTURE

Schedule of Hourly Rates

Position	*Hourly Rate*
Principal	$ 235.00
Senior Project Manager	$ 220.00
Principal Architect	$ 205.00
Project Manager	$ 175.00
Interior Designer	$ 145.00
Technical Staff	$ 110.00
Administrative Staff	$ 100.00

Reimbursable Expenses:

Expenses incurred in connection with the project will be billed at ***cost plus a 10% administrative fee.*** Examples of such expenses include outsourced reproduction costs for final construction documents, conference call telephone services, shipping, and postage. With the ***exception of Mileage*** which is billed at standard government rate at the time incurred without additional markup.

Sub-Consultant Services:

For base services included within our proposal Consultants will be billed at their cost only. Add Service Agreements will result in fees for consultants charged at cost plus a 10% administrative fee.

Schedule 3

Work Schedule

Excerpt from Consultant's Proposal dated November 25, 2025, Page 18

PROJECT WORK SCHEDULE

CURRENT WORKLOAD & AVAILABILITY

Our team is ready to move forward immediately, and we look forward to developing a detailed schedule of milestones and deliverables that reflect your availability and the project's best interests. We are focused and experienced, and we know what it takes to make this a linear, efficient process.

PROJECT SCHEDULE

Please see the attached graphic schedules, which display the concurrent and sequential work of the project. These schedules are based on an anticipated notice to proceed of January 2, 2026. They will need to be adjusted if the actual start date does not align with this assumption, moving forward or back as necessary.

STATION NO. 3:

Work Begins on or about January 2, 2026

Preliminary / Schematic Design	**21 Calendar Days**	*(15 Working Days)*
Owner SD Review	**7 Calendar Days**	*(5 Working Days)*
Design Development	**21 Calendar Days**	*(15 Working Days)*
Owner DD Review	**7 Calendar Days**	*(5 Working Days)*
Construction Documents	**35 Calendar Days**	*(25 Working Days)*
Owner DD Review	**7 Calendar Days**	*(5 Working Days)*
Bidding	**42 Calendar Days**	*(30 Working Days)*
	(Includes contract negotiation)	
Construction Services	**98 Calendar Days**	*(70 Working Days)*
	(Estimate only - Contractor Dependent)	

Project Completed on or about September 18, 2026

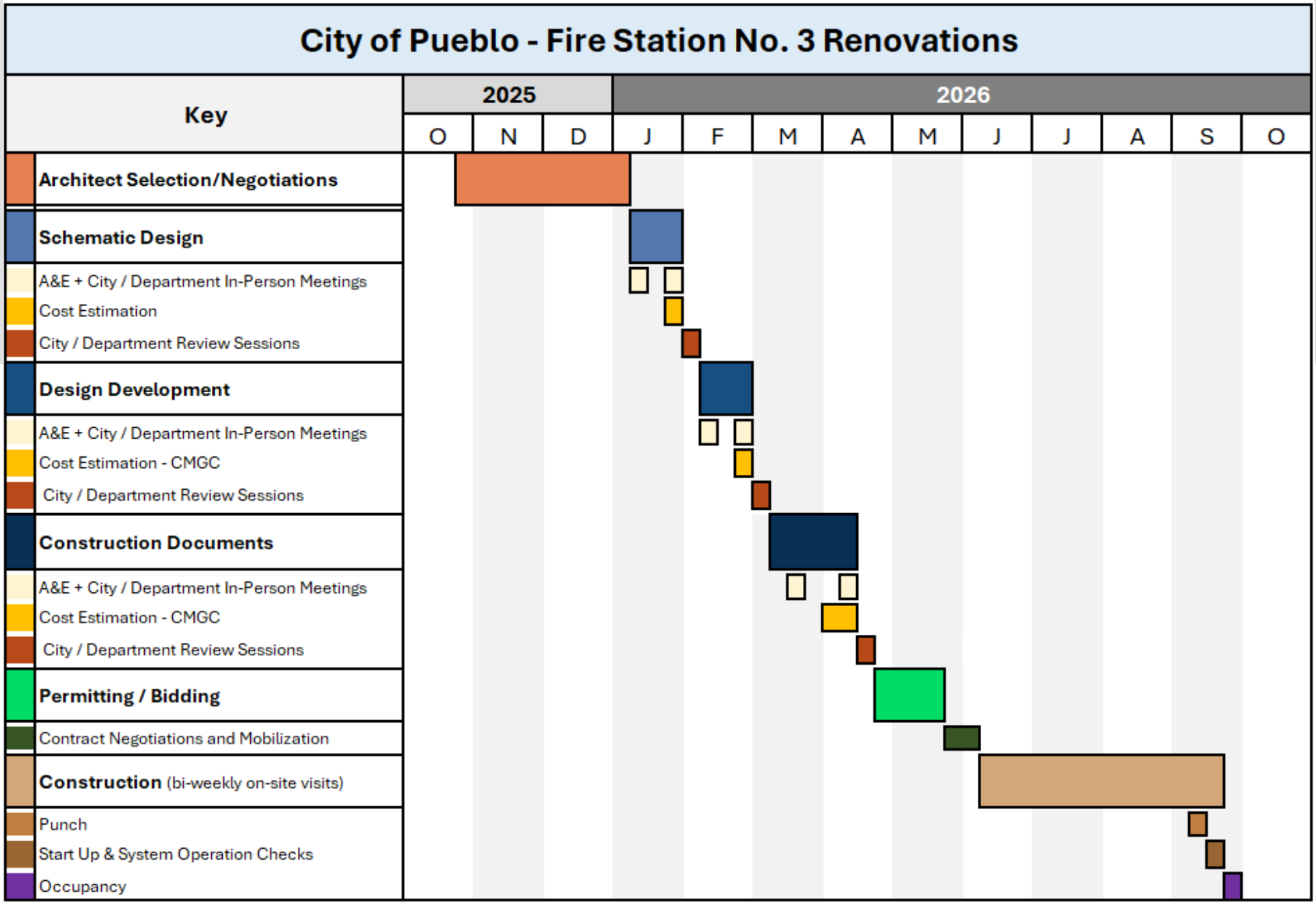
STATION NO. 5:

Work Begins on or about January 2, 2026

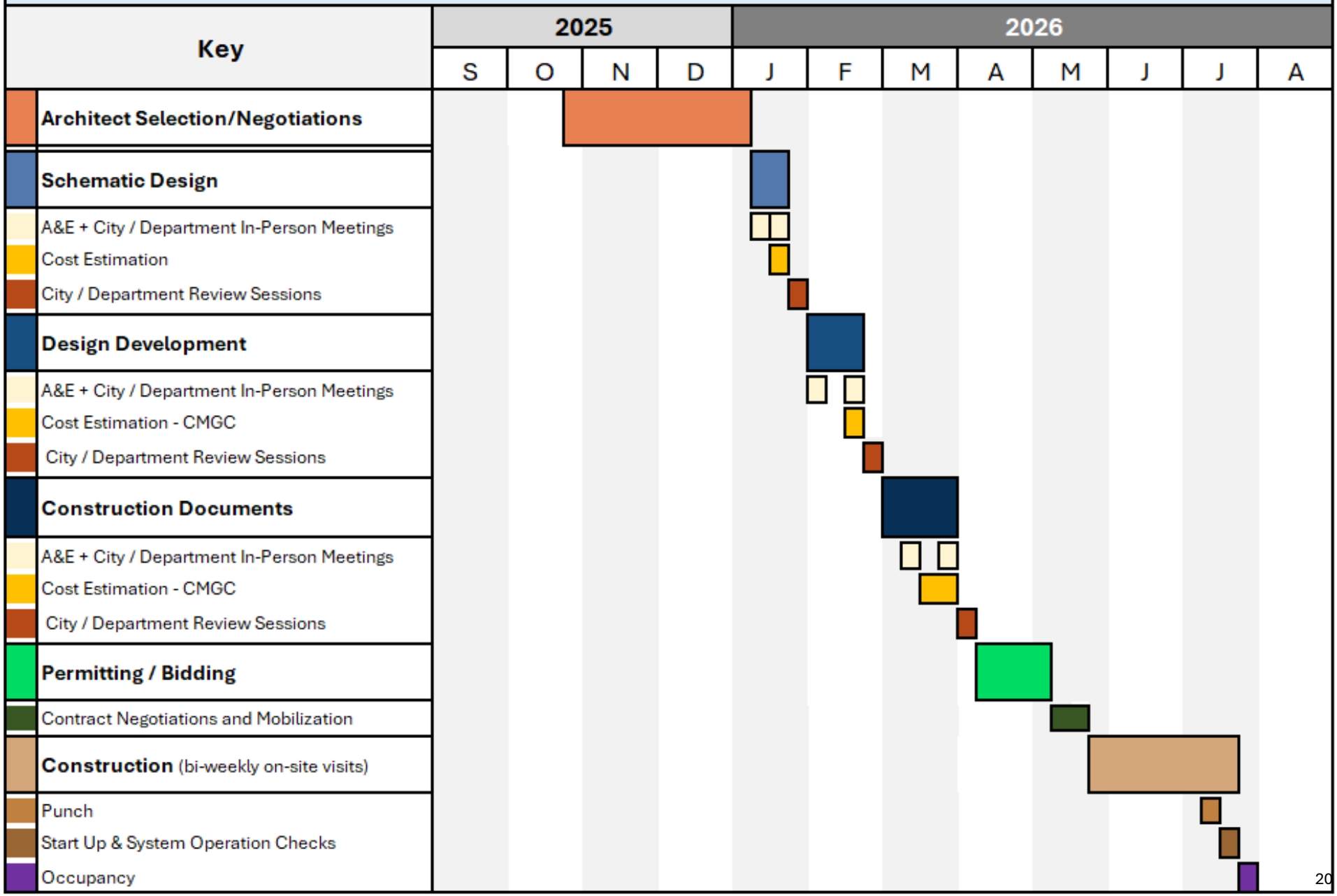
Preliminary / Schematic Design	**14 calendar Days**	*(10 Working Days)*
Owner SD Review	**7 Calendar Days**	*(5 Working Days)*
Design Development	**21 Calendar Days**	*(15 Working Days)*
Owner SD Review	**7 Calendar Days**	*(5 Working Days)*
Construction Documents	**28 Calendar Days**	*(20 Working Days)*
Owner SD Review	**7 Calendar Days**	*(5 Working Days)*
Bidding	**42 Calendar Days**	(30 Working Days)
	(Includes contract negotiation)	
Construction Services	**56 Calendar Days**	*(40 Working Days)*
	(Estimate only - Contractor Dependent)	

Project Completed on or about July 24, 2026

City of Pueblo - Fire Station No. 3 Renovations



City of Pueblo - Fire Station No. 5 Renovations



Schedule 4

Identification of Personnel, Subcontractors, and Task Responsibility

Excerpt from Consultant's Proposal dated November 25, 2025, Pages 6 - 10

JAMES HOLLOWAY, AIA

PRINCIPAL-IN-CHARGE

ROLE AND RESPONSIBILITIES:

James is a licensed architect and will oversee all production and coordination. He will act as the final quality control check, reviewing all drawings and specifications prior to issue. He will work with you at initial design meetings to verify scope and intent. He will then work continuously with the entire design team to ensure that your expectations are met and that the project is tracking on schedule and according to budget. As Principal, James will always be available to answer any questions.

QUALIFICATIONS:

Licensed Architect: CO #ARC.00402121

Project Availability: 20% of weekly hours

Master of Arch., University of Colorado, Denver

26 years in the industry | 21 years with GSG

RELEVANT INDIVIDUAL EXPERIENCE:

Aurora Municipal Center, Council Chambers ADA Renovation

Avon Public Works Facility Study & Design

Brighton Police Department, Needs Assessment

Casper Fire-EMS Station No. 2

Casper Fire-EMS Station No. 3

Casper Fire-EMS Station No. 5

Casper Fire-EMS Station No. 6

CDOT, Eisenhower-Johnson Tunnel Vehicle Maintenance Facility

Grand County Fire Protection District, Bud Wilson Fire Station

Severance Public Works Facility

Winter Park Public Works & Operations Center

JACK BREWER

PROJECT MANAGER

ROLES & RESPONSIBILITIES:

During his time with GSG, Jack as proven to be a detail -oriented, thorough, and efficient draftsman. He recognizes potential design conflicts early and mitigates problems to ensure all drawings and documents are accurate.

Jack has developed a niche in designing PEMB fire stations, public works facilities, and similar vehicle storage and maintenance structures. His promotion to project manager is a reflection of his demonstrated leadership and dedication to his projects.

QUALIFICATIONS:

Project Availability: 50% of weekly hours

AAS, Computer Aided Drafting, Aims Community College

7 years in the industry | 7 years with GSG

RELEVANT INDIVIDUAL EXPERIENCE:

Avon Public Works Facility Feasibility Study & Resulting Design

CDOT, Canon City Nine-Bay Vehicle Maintenance Facility & Sand Shed

CDOT, Eisenhower-Johnson Tunnel Vehicle Maintenance & Storage Facility

CDOT, Pueblo Vehicle Maintenance Facility

DMVA, Aurora Readiness Center Maintenance Shop Addition

Grand County FPD, Bud Wilson Fire Station

Grand County Road & Bridge, Kremmling & Parshall Maintenance Shops

Severance Public Works Facility

Winter Park Public Works Facility

RMG ENGINEERS

STRUCTURAL & GEOTECHNICAL ENGINEERING

FIRM INFORMATION:

Established 1986

8 Engineers | 42 Support Staff

3 Office Locations: Colorado Springs, Windsor, & Englewood

WHAT WE DO:

RMG Engineers (Rocky Mountain Group) is a Colorado based engineering firm specializing in structural engineering, geotechnical engineering, and construction materials testing (CMT) services. Founded in 1986 and headquartered in Colorado Springs RMG has provided reliable, practical, and cost-effective engineering solutions for more than 39 years, supporting public and private clients throughout the Colorado Front Range.

RMG's integrated service model enables seamless collaboration between our structural and geotechnical teams, resulting in efficient design coordination and responsive field support from project inception through construction. We maintain a staff of 8 licensed Professional Engineers and 42 technical and administrative professionals across offices in Windsor, Denver, and Colorado Springs, Colorado. The Colorado Springs office will serve as the lead office for structural and geotechnical services on this project.

Our firm has successfully completed hundreds of public-sector and commercial projects across Colorado, including administrative and municipal buildings, public works campuses, educational facilities, and large-scale development sites. Our experience ensures that each project is approached with a strong focus on constructability, schedule, and long-term performance.

TONY MUNGER, PE

PRINCIPAL | GEOTECHNICAL PM

ROLE AND RESPONSIBILITIES:

As the leader of all things "Soils" at RMG, Tony utilizes 24 years of hands-on experience to guide our geotechnical, geo-environmental, and construction materials testing teams to navigate Colorado's unique expansive soils terrain towards successful outcomes for our client's projects. Tony leverages his involvement to guide project teams towards the most efficient, economical, and time-saving solutions.

Responsible for the oversight of the entire project. Available to oversee project immediately.

QUALIFICATIONS:

Registered Professional Engineer: CO #39818

BS, Architectural Engineering, University of Wyoming

Colorado Association of Geotechnical Engineers

25 years in the industry | 25 years with RMG

RELEVANT INDIVIDUAL EXPERIENCE:

United States Air Force Academy

Field House | Colorado Springs, CO

Fox Run Nature Center

Facility | El Paso County, CO

University of Colorado

Compliance Observations | Colorado Springs, CO

MICHAEL MCGUIRE, PE

STRUCTURAL PROJECT ENGINEER

ROLE AND RESPONSIBILITIES:

Mike has over 10 years of experience in the structural design of residential and commercial buildings, as well as retaining walls including: single-family homes, multi- family apartments, retail shops, PEMB foundations, Mechanically Stabilized Earth, gravity walls with segmented block, and cantilevered cast-in-place concrete retaining walls.

Responsible for the entirety of the structural scope - Construction Documents and Construction Admin. Will be available to work on this project.

QUALIFICATIONS:

Registered Professional Engineer: CO #53501

BS, Civil Engineering with Structural Emphasis, University of Wyoming

15 years in the industry | 5 years with RMG Engineers

RELEVANT INDIVIDUAL EXPERIENCE:

Due to the pour soil conditions across the Colorado Front Range, Michael has become an expert in a variety of foundation types, including: Frost-Protected Shallow Foundations (FPSF), stiffened slabs, posttensioned slabs, Tella Firma foundation systems, drilled pier and grade beam foundations. He has thorough design knowledge and experience in all four major construction materials and methods such as: concrete, steel, masonry, and timber as well as concrete tilt-up design.

Estrada Residence (Platteville)

Arce Residence (Fort Lupton

Tuck Residence (Longmont)

STEVE TAYLOR, PE, LEED AP

MEP PRINCIPAL | LEAD MECHANICAL ENGINEER

ROLE AND RESPONSIBILITIES:

Steve Taylor is a Principal and Office Leader for B&P's Colorado Springs regional office. His project experience includes project management and mechanical engineering design for healthcare, commercial, industrial, and educational facilities. Steve's design experience includes: facility assessment studies, pre- design investigation, heating and cooling load calculations, traditional HVAC system design, energy efficient HVAC; medical and laboratory gas, process piping, heat recovery systems, central plant, Divisions 21, 22 & 23 specification editing, EMCS, sequence of operation editing, LEED documentation and submission, and IECC compliance verification. Steve has completed energy simulations and life cycle cost analysis for both LEED and non-LEED buildings. Steve has designed over 75 higher education projects.

QUALIFICATIONS:

Registered Professional Engineer: CO #046750

BS, Architectural Engineering, Kansas State University

19 years in the industry | 19 years with BP

RELEVANT INDIVIDUAL EXPERIENCE:

Aurora Multiple New Fire Stations

Castle Rock Fire Station 156 & Fleet Facility

CDOT Transportation Facility Upgrade

Colorado Springs New Fire Station #24

Colorado Springs Fire Station #25 Addition & Renovation

Pueblo West Metropolitan District, Fire Station #1 Renovation
Pueblo West Metropolitan District, New Fire Station #2

STEVEN PEKE, PE

SENIOR ELECTRICAL ENGINEER | SENIOR PM

ROLE AND RESPONSIBILITIES:

Steven is a Senior Electrical Engineer and Project Manager for B&P. His design experience in this area of expertise includes medium voltage and 600V power distribution systems, energy efficient lighting design and controls including dimming, occupancy sensors, daylight harvesting through photosensors and digital lighting control systems. In addition, Mr. Peake has extensive experience in fire detection and notification systems, mass notification systems, telecom

systems, security access and alarm systems. He also has experience with industrial process plants (corn ethanol), deep water well pumps, and water/ wastewater treatment facilities.

QUALIFICATIONS:

Registered Professional Engineer: CO #33321

BS, Electrical Engineering, University of Wyoming

35 years in the industry | 1 year with BP

RELEVANT INDIVIDUAL EXPERIENCE:

Pueblo West Fire Station 1 Renovation MEPT Services

Cheyenne Mountain AFS Repair Restroom/Locker Rooms*

Cheyenne Mountain Space Force Station Material Control Remodel

Canon City Combined Municipal Offices, Courthouse, Police Station and Detention Center*

Colorado Springs Fire Station No. 1 Renovations and Addition*

Colorado Springs Fire Stations No. 1, 4, 9, 10, 17 – New Standby Emergency Generators*

Colorado Springs New Fire Station No. 18*

Grand Junction Fire Station No. 5
Redlands Rural Fire District*

**experience with prior firm*

SCOTT RUSH, RCDD

SENIOR TECHNOLOGY DIRECTOR

ROLE AND RESPONSIBILITIES:

Scott is a Technology Project Designer for B&P. He has over 9 years of experience in the design of technology projects for k-12 schools, local government, community, judicial, civic, public safety, laboratory, industrial, and medical facilities. Scott is responsible

for project design, scope management, and adherence to industry standards. He has completed design projects for various infrastructure systems, campus outside plant cabling systems, security systems including intrusion detection, access control/site entry systems & CCTV, paging/intercom systems, audio/visual presentation & distance learning systems & wireless networking systems.

QUALIFICATIONS:

Registered Communications Distribution Designer #293135

AAS, Architectural/ Engineering Drafting Technology, Central New Mexico Community College

RELEVANT INDIVIDUAL EXPERIENCE:

Aurora New Fire Station 5

Colorado Springs Airport Concourse Renovation / Modernization

Bernalillo County Fire Station #43 Remodel & Addition

Albuquerque Southwest Public Safety Center Fire Station #23 & Police Substation

Lovington, 17th Street Fire Station #2 Design

Sandoval County, New Public Safety (Fire/Sheriff) Complex Emergency

KEMP ESTIMATING

COST ESTIMATOR

JOHAN KEMP

COST ESTIMATOR

ROLE AND RESPONSIBILITIES:

Johan's extensive experience in the construction industry spans over thirty-five years. His industry experience includes quantity surveying, project management, construction management, contract administration, and estimating. Johan brings a wide range of skills and experience to any project. As cost estimator, his responsibilities include development and oversight of pre-construction activities with a special emphasis on cost control.

QUALIFICATIONS:

Bachelor of Science Quantity Surveying

35 years in the industry | 20+ years teaming with GSG

RELEVANT INDIVIDUAL EXPERIENCE:

Aurora Municipal Center, Council Chambers ADA Renovation ***- with GSG***

Avon Public Works Facility ***- with GSG***

Casper Balefill Scale-House ***- with GSG***

Cheyenne Municipal Building Facility Conditions Assessment ***- with GSG***

Episcopal Diocese of WY, St. John the Baptist Facility Assessment ***- with GSG***

Grand County Road & Bridge Department, Parshall & Kremmling Shops - Facility Conditions Assessment & Concept Design ***- with GSG***

Weld County Coroner's Office ***- with GSG***

Weld County Public Works Addition ***- with GSG***

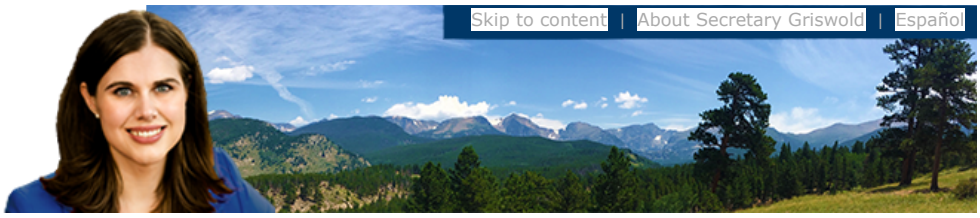
Wyoming Law Enforcement Academy, Feasibility Study & Resulting Design ***- with GSG***

Additional Information for Agreement

Certificate of Good Standing

PERA Questionnaire

Insurance Certificate(s) - to be added prior to signature



Summary

For this Record...

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

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

Business Home

Business Information
Business Search

FAQs, Glossary and Information

Details			
Name	GSG Architecture, Inc.		
Status	Good Standing	**Formation date**	05/22/2017
ID number	20171379642	**Form**	Foreign Corporation
Periodic report month	November	**Jurisdiction**	Wyoming
Principal office street address	1042 S David St, Casper, WY 82601, US		
Principal office mailing address	1042 S David St, Casper, WY 82601, US		

Registered Agent	
Name	CRYSTAL LOUISE KLOSTERMAN
Street address	1532 Honeysuckle Ct, Brighton, CO 80601, US
Mailing address	1532 Honeysuckle Ct, Brighton, CO 80601, US

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

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

GSG Architecture, Inc.

is an entity formed or registered under the law of Wyoming , 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 20171379642 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 01/08/2026 that have been posted, and by documents delivered to this office electronically through 01/09/2026 @ 10:59:31 .

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 01/09/2026 @ 10:59:31 in accordance with applicable law. This certificate is assigned Confirmation Number 18063783 .

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."

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

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

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

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

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

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

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

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

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

Company Name: GSG Architecture, Inc.

Authorized Signature: _____ Title: Principal, C.E.O.

Printed Name: James G. Holloway Date: 01/22/2026

Docusign Envelope ID: 4A54CC6B-9DA8-46A7-97EB-8CB2A1177FD0

City Clerk's Office Item # M4

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: February 9, 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 PROFESSIONAL SERVICES AGREEMENT IN THE AMOUNT OF $44,600 TO GALLOWAY & COMPANY, LLC, A DELAWARE LIMITED LIABILITY COMPANY REGISTERED TO DO BUSINESS IN COLORADO, FOR PROJECT NO. 26-013 FIRE STATION COMMISSIONING SERVICE AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

This Resolution awards a Professional Services Agreement to Galloway & Company, LLC, to render certain professional HVAC, electrical, plumbing, building, and related commissioning services for Fire Stations #6, #8, and #11 for the City in connection with Project 26-013 Fire Station Commissioning Service. Galloway & Company, LLC, was determined to be the most responsible bidder and will be awarded a contract in the amount of $44,600.00.

PREVIOUS COUNCIL ACTION:

Ordinance 10903, dated February 24, 2025, approved an Ordinance creating three projects, approved an intergovernmental agreement between the City and the State of Colorado, Colorado Energy Office, relating to the Geothermal Energy Grant Program, accepted the grant and budgeted and appropriated funds in the amount of $90,000.00 for each fire station, totaling $270,000.00 for the project.

BACKGROUND:

Per the geothermal grant received from the State of Colorado, the City is required to provide a formal commissioning report for the systems that were installed at each of the fire stations. The consultant will do a third-party audit of the design drawings, conduct field inspections to review and test the systems, and draft a report verifying all systems were installed as designed and functioning as intended.

Docusign Envelope ID: 4A54CC6B-9DA8-46A7-97EB-8CB2A1177FD0

FINANCIAL IMPLICATIONS:

Funding in the amount of $44,600.00 will be paid from Project Account FD2401 – Fire Stations #6, #8, #11.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable to this Resolution.

STAKEHOLDER PROCESS:

Not Applicable to this Resolution.

ALTERNATIVES:

Denial of this Resolution will preclude the City from awarding the contract and proceeding with the commissioning services for the project. Denial would cause the City to be in default on the grant agreement.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 26-013 Agreement for Fire Station Commissioning

Docusign Envelope ID: 4A54CC6B-9DA8-46A7-97EB-8CB2A1177FD0

RESOLUTION NO. 16244

A RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT IN THE AMOUNT OF $44,600 TO GALLOWAY & COMPANY, LLC, A DELAWARE LIMITED LIABILITY COMPANY REGISTERED TO DO BUSINESS IN COLORADO, FOR PROJECT NO. 26-013 FIRE STATION COMMISSIONING SERVICE AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, the Proposal of Galloway & Company, LLC, for Project No. 26-013 Fire Station Commissioning Service, has been received and examined; AND,

WHEREAS, the Proposal of Galloway & Company, LLC, was determined to be the most advantageous to the City of Pueblo, and in the best interest of the City of Pueblo, based on the evaluation factors set forth in the Request for Proposals; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 26-013 Fire Station Commission Service to be performed, and the contract for said services is hereby awarded to Galloway & Company, LLC, in the amount of $44,600.00.

SECTION 2.

Funds for said Agreement shall be paid from Project Account FD2401 - Fire Stations #6, #8, #11

SECTION 3.

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

SECTION 4.

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

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SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: February 9, 2026

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

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

PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN CITY OF PUEBLO AND
GALLOWAY & COMPANY, LLC

26-013

FIRE STATION COMMISSIONING SERVICE

PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN CITY OF PUEBLO AND GALLOWAY & COMPANY, LLC

1. INTRODUCTION

THIS AGREEMENT ("Agreement") made and entered this _____ day of _____, 20____, by and between the City of Pueblo, a Colorado Municipal Corporation (hereinafter referred to as "City") and Galloway & Company, LLC, a Delaware Limited Liability Company registered to do business in Colorado (hereinafter referred to as "Consultant"), for Consultant to render certain professional HVAC, electrical, plumbing, building, and related commissioning services for Fire Stations 6, 8, and 11 for City in connection with Project 26-013 Fire Station Commissioning Service, hereinafter referred to as the "Project." In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

A. Consultant shall satisfactorily perform professional building commissioning services per the 2021 International Energy Conservation Code, reporting, and related services for the Project described in more detail in the Scope of Service, Schedule 1, attached hereto and incorporated herein by reference (the "Services"). Such Services shall include all usual and customary professional services incidental to the work on the Project.

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

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

2. CONSULTANT'S RESPONSIBILITIES

A. Consultant shall be responsible for the professional quality, technical accuracy, and timely completion of Consultant's work including HVAC, electrical, plumbing, building, related commissioning services, and reporting, including that Project work performed by Consultant's subconsultants and subcontractors, irrespective of City's approval of or acquiescence in same.

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

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

D. Consultant acknowledges that time is of the essence with respect to the completion of its services under this Agreement. Consultant and City shall determine a mutually agreeable work schedule by which Consultant shall accomplish the Project work, with time periods for which Consultant shall commence and complete each major work item. Except to the extent the parties agree to time extensions for delays beyond the control of Consultant, Consultant shall adhere to this schedule and perform its work in a timely manner so as not to delay City's timetable for achievement of interim tasks and final completion of Project work. Consultant further acknowledges that its schedule has accounted for all reasonably anticipated delays, including those inherent in the availability of labor and equipment required for the work, the availability of information which must be obtained from any third parties, and all conditions to access to public and private facilities.

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

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

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

3. CITY'S RESPONSIBILITIES

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

B. City shall designate a Project Representative to whom all communications from Consultant shall be directed and who shall have limited administrative authority on behalf of City to receive and transmit information and make decisions with respect to the Project. Said representative shall not, however, have authority to bind City as to matters of governmental policy or fiscal policy, nor to contract for additions or obligations exceeding a value which is the lesser of $5,000.00 or 5% of the maximum agreement price.

C. City shall examine all documents presented by Consultant and render decisions pertaining thereto within a reasonable time. The City's approval of any HVAC, electrical, plumbing, building, related commissioning services, and reports or product furnished hereunder shall not in any way relieve Consultant of responsibility for the professional adequacy of its work.

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

4. TIME FOR PERFORMANCE

Consultant's obligation to render services shall continue for such period of time as may reasonably be required for completion of the work contemplated in Schedule 1 – “Services” and Section 2 of this Agreement. The proposed work schedule may be adjusted by mutual agreement of all parties.

5. PAYMENT

A. City will pay to Consultant as full compensation for all services required to be performed by Consultant under this Agreement, except for services for additional work or work beyond the scope of this Agreement, an amount not to exceed $44,600.00 in the aggregate as set forth in Schedule 2 "Fee Schedule" and computed in accordance with this Section. In the event

compensation for services is set forth in Schedule 2 as to each phase of work indicated in this Agreement, the maximum amount of compensation for any phase shall not exceed the amount specified in Schedule 2 for such phase.

B. Consultant shall submit periodic, but not more frequently than monthly, applications for payment, aggregating to not more than the maximum amount set forth above, for actual professional services rendered and reimbursable expenses incurred. Such applications shall be submitted based upon the hourly rates and expense reimbursement provisions set forth in Schedule 2 attached hereto and shall contain appropriate documentation that such services have been performed and expenses incurred. Thereafter, City shall pay Consultant for the amount of the application within 45 days of the date of such application is received, provided that sufficient documentation has been furnished, and further provided that City will not be required to pay more than 90% of the maximum amount unless the Consultant's services on the Project phases for which this Agreement is applicable have been completed to City's reasonable satisfaction and all required Consultant submittals have been provided.

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

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

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

F. In the event services under this Agreement are phased and to be performed in more than one fiscal year or are subject to annual appropriation, Consultant acknowledges that funds only in the amount of initial appropriation are available and it shall confirm availability of funds before proceeding with work exceeding initial and subsequent annual appropriations.

6. TERMINATION

A. Fund Appropriation. 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, Section 20 of the Colorado Constitution or any other constitutional, statutory or charter debt limitation. Notwithstanding any other provisions of this Agreement, with respect to any financial obligation of city which may arise under this Agreement in any fiscal year after the current 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. The termination of the Agreement due to lack of funding shall be without penalty to the City.

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

C. Upon termination of this Agreement for events or reasons not the fault of Consultant, Consultant shall be paid at the rates specified in Schedule 2 for all services rendered and reasonable costs incurred to the date of termination; together with any reasonable costs incurred within 10 days of termination provided such latter costs could not be avoided or were incurred in mitigating loss or expenses to Consultant or City. Consultant shall provide a detailed final invoice to the City within fourteen (14) calendar days from the effective date of termination, itemizing the work completed, costs incurred, and any outstanding payments due. In no event shall payment to Consultant upon termination exceed the maximum compensation provided for complete performance in Section 5, and the Consultant expressly waives any right to claim damages, including but not limited to lost profits, anticipated revenue, or indirect or consequential damages arising out of or relating to the termination for convenience.

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

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

7. GENERAL PROVISIONS

7.1. Ownership of Documents

Data, reports, calculations, summaries, documents, work product and materials, and all other documents or instruments procured or produced by the Consultant in the performance of this Agreement shall be the sole property of the City and the City is vested with all rights therein of whatever kind and however created, whether created by common law, statutory law, or by equity. The Consultant agrees that the City shall have access at all reasonable times to inspect and make copies of all communication, data, reports, calculations, summaries, notes, technical data, and all other documents

pertaining to the work to be performed under this Agreement. In the event City uses the information provided hereunder for another project independent from Project, without adaptation by Consultant, City shall hold harmless Consultant from all loss, claims, injury, and judgments arising from the use of such information for such other project.

7.2. Advertising

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

7.3. Equal Employment Opportunity

In connection with the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, disability, or age. Consultant shall endeavor to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, national origin, disability, or age.

7.4. Notices

Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either the City or the Consultant by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service when deposited in the United States mail, first-class postage prepaid, addressed to the City of Pueblo, Department of Public Works, Attn: Andrew Hayes, Director, 211 E. D Street, Pueblo, CO, 81003; or to the Consultant, Galloway & Company, LLC, Attn: John Wirtz, Chief Financial Officer, CC: Dave Boynton, 6162 S. Willow Drive, Suite 320, Greenwood village, CO, 80111. Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

7.5. Entire Agreement

This instrument contains the entire agreement between the City and the Consultant respecting the Project, and any other written or oral agreement or representation respecting the Project or the duties of either the City or the Consultant in relation thereto not expressly set forth in this instrument are null and void. In the event of any conflict between any provision of this Agreement and a provision of any Schedule or attachment to this Agreement, the provision in this Agreement shall control and supersede the conflicting provision in the Schedule or attachment. Any inconsistent resolution provision in any attachment to this Agreement shall be void.

7.6. Subcontracts

A. City acknowledges that Consultant is the prime contractor and the only party with whom City has a contractual relationship under this Agreement. To the extent Consultant performs any

Project activities through subconsultants or subcontractors, Consultant shall contractually bind each of its subconsultants and subcontractors by subcontract agreement to all of the terms of this Agreement which are for the benefit of City, and City shall be a third-party beneficiary of those subcontract provisions.

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

C. Consultant acknowledges that, due to the nature of the services to be provided under this Agreement, the City has a substantial interest in the personnel and consultants to whom Consultant assigns principal responsibility for services performed under this Agreement. Consequently, Consultant represents that it has selected and intends to employ or assign the key personnel and consultants identified in its proposal submitted to City prior to execution of this Agreement to induce City to enter this Agreement. Consultant shall not change such consultants or key personnel except after giving notice of a proposed change to City and receiving City's consent thereto. Consultant shall not assign or reassign Project work to any person to whom City has reasonable objection.

7.7. Successors and Assigns

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

7.8. Amendments

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

7.9. Choice of Law, Jurisdiction, and Venue

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

7.10. Severability

If any provision of this Agreement, except for Section 2, is determined to be directly contrary to and prohibited by law or the requirements of any federal grant or other Project funding source, then such

provision shall be deemed void and the remainder of the Agreement enforced. However, it is the intent of the parties that Section 2 of this Agreement not be severable, and that if any provision of said section be determined to be contrary to law or the terms of any federal grant, then this entire Agreement shall be void.

7.11. Appropriations

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

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

8. DISPUTES

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

9. INSURANCE

9.1. Conditions

A. Consultant agrees that it has procured and will maintain during the term of this Agreement, such insurance as will protect it from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any of its employees or of any person other than its employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom; and such insurance will provide for coverage in such amounts as set forth below.

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

9.2. Minimum Requirements

A. Commercial General Liability Insurance. The Consultant shall secure and maintain during the period of this agreement and for such additional time as work on the project is being performed,

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

1. This policy shall have all necessary endorsements to provide coverage without exclusion for explosion and collapse hazards, underground property damage hazard, blanket contractual coverage, as well as Owner's and Contractor's Protective Liability (OCP) coverage. The policy shall also provide coverage for contractual liability assumed by Consultant under the provisions of the agreement, and "Completed Operations and Projects Liability" coverage.

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

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

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

9.3. Governmental Immunity

Liability for claims for injuries to persons or property arising from the negligence of the City, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b). No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

10. ACCESSIBILITY

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

11. IMMIGRATION REFORM AND CONTROL ACT OF 1986

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

12. PERA LIABILITY

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

13. SCHEDULES

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

- Schedule 1 - "Scope of Services" consisting of 4 pages.
- Schedule 2 - "Fee Schedule" consisting of 2 pages.

14. SIGNATURE

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

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

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

CITY OF PUEBLO, A MUNICIPAL CORPORATION

By_____
Teresa May Burns, Director of Purchasing

Attest_____
Marisa Stoller, City Clerk

[SEAL]

GALLOWAY & COMPANY, LLC

By_____
John Wirtz, Chief Financial Officer

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

_____
Danny Nunn, Director of Finance

APPROVED AS TO FORM
DEPARTMENT OF LAW

_____
Robert Jagger, Deputy City Attorney

Attachments: Schedules 1 - 2 and Additional Information for Agreement

Schedule 1

Scope of Services

Excerpt from Consultant's Proposal dated January 9, 2026, Pages 2 and 5 - 7

SCOPE OF SERVICES

The Commissioning Services proposed by Galloway are identified by the following phases for billing and tracking purposes.

Project TBD 05.50 – Pueblo Fire Stations 11, 8 & 6 (CX)
Phase 701 – Cx Services Phase – FS No. 11
Phase 702 – Cx Services Phase – FS No. 8
Phase 703 – Cx Services Phase – FS No. 6

Phase 711 – Cx / CO GSHP Report Writing Phase – FS No. 11
Phase 712 – Cx / CO GSHP Report Writing Phase – FS No. 8
Phase 713 – Cx / CO GSHP Report Writing Phase – FS No. 6

(Continue to next page)

PROJECT DESCRIPTION

The subject site(s) are located on Pueblo, Colorado. This proposal includes fees for 3 newly constructed fire stations with the following major components.

- Single story, new construction building
- Three Apparatus Bays with adjacent support spaces such as Bunker Gear, SCBA, Storage, Work Room, etc. A mezzanine extends over the top of the support spaces.
- Living Quarters that includes the following:
    - Eight bunk rooms
    - Four private toilet/shower rooms
    - Decon area with showers serves as an intermediate space from the Apparatus Bay to Living Quarters
    - Day Room/Kitchen/Dining Room
    - Fitness Room
    - Firefighter offices, large Conference Room and adjoining toilet room
- Fire Station No. 11 is approximately 14,000 sf.
- Fire Station No. 8 is approximately 14,000 sf.
- Fire Station No. 6 is approximately 14,000 sf.

This proposal includes fees for Building Commissioning per the 2021 International Energy Conservation Code.

This proposal is written with the intent that we will provide partial commissioning services for Fire Station No. 11, 8 and 6 on the condition that all 3 of these stations are identical. We've provided reduced fees to review 2 of the 3 stations with the understanding that we could visit these other stations with the same mobilization provided for station No. 11. If we were to revisit the 2 of the 3 stations at a later date or due to incomplete construction or project scope varies between the 3 projects sites may result in Additional Services Agreement(s).

We'll also be gathering and writing separately a Cx report to satisfy the CO State GSHP Program requirements.

CLIENT RESPONSIBILITIES

The following items will be provided by Client:

1. Provide Full Building Access for Testing and Observation

PROJECT ASSUMPTIONS

In preparing this estimate, the following assumptions were made:

1. Cx will only be performed on (N) HVAC, Plumbing and Lighting systems.
2. Cx is being introduced post construction, and the industry standard processes and deliverables typically associated with the Cx process will be limited to Design Team Coordination, Functional Performance Testing and Generation of an Issues Report.

SCOPE OF SERVICES TO BE PROVIDED BY GALLOWAY

We understand that City of Pueblo has requested the services outlined in the Professional Services Agreement, identified by project number and phases. The following systems will be commissioned…

1. HVAC and Controls
    a. Water Cooled VRF System – Indoor fan coils (AC), Outdoor unit (CU) and Heat Recovery (BC) units
    b. Energy Recovery Ventilator (ERV)
    c. Radiant Heat (RZ)
    d. Geothermal Field
    e. Pumps (P)
    f. Mini Split (AC)
    g. Apparatus Exhaust (VE)
    h. Kitchen Hood (HD)
    i. Gas Fired Make Up (MAU)
    j. Fans (EF)
2. Electrical
    a. Interior Lighting systems and controls
    b. Exterior Lighting systems and controls
3. Plumbing
    a. Tankless WHs (GWH)
    b. Sump Pump (SP)
    c. Electric WH (EDWH)
    d. Circ Pump (CP)

PHASE 700 – COMMISSIONING SERVICES PHASE

Each Fire Station will be assigned a specific Phase No.

Phase 701 - Fire Station No. 11
Phase 702 – Fire Station No. 8
Phase 703 – Fire Station No. 6

Each Phase will the following services will be provided:

Building Commissioning

- Coordination with Design Team
- Develop Functional Performance Tests (2021 IECC C408.2.3)
- Verify **System Adjustments and Balancing** (2021 IECC C408.2.2)
    - Review Test and Balance Report
- **Functional Performance Testing** (2021 IECC C408.2.3)
    - Mechanical, Service Water Heating and Lighting Systems
- Provide Issues Report identifying all issues found.
- Meeting with installing contactor to discuss found issues.

PHASE 710 – Cx / CO GSHP REPORT WRITING SERVICES PHASE

Each Fire Station will be assigned a specific Phase No.

Phase 711 - Fire Station No. 11
Phase 712 – Fire Station No. 8
Phase 713 – Fire Station No. 6

Each task the following services will be provided:

CO State GSHP Report Information Gathering

- Collect pertinent information as required by the State of CO GSHP Program
- Coordinate with Manufacturer, Designer and Contractors related to GSHP design, construction and installation.

CO State GSHP Report Writing and Formatting

- Generate Report per CO State GCHP Program requirements.

LIST OF EXCLUSIONS

Below is a list of items that are excluded from the scope of services provided by Galloway (unless specifically listed in this proposal), although coordination of these services may be provided by Galloway as listed within this proposal. Galloway may provide some of these services at an additional cost upon request of the Owner.

OPR / BOD Generation or Review

Recommendation of Acceptance

Building Energy Modeling and Life Cycle Cost Studies

LEED Fundamental or Enhanced Cx (Cx)

Air and Water System Balancing

Any Task Not Specifically Included

Schedule 2

Fee Schedule

Excerpt from Consultant's Proposal dated January 9, 2026, Fee Schedule, Pages 2 – 3 and 8

Galloway's services are identified by phases for billing and tracking purposes. The Client will receive a separate invoice for each of the project numbers listed below.

FEE SUMMARY

	Fixed Fee
Cx Services	
Phase 701 / FS No. 11	$ 17,800
Phase 702 / FS No. 8	$ 7,800
Phase 703 / FS No. 6	$ 7,800
Cx / GSHP Report Writing	
Phase 711 / FS No. 11	$ 4,800
Phase 712 / FS No. 8	$ 3,200
Phase 713 / FS No. 6	$ 3,200
Total	$ 44,600

2025 SCHEDULE OF RATES

CATEGORY	HOURLY RATE
Management	**$165 - $275**
President	
Principal	
Sr. Project Manager	
Team Manager	
MEP Engineering	
Project Manager	$155 - $260
Project Engineer	$145 - $180
Design Engineer	$135 - $175
Designer	$125 - $175
Commissioning	$135 - $175
Administration	
Marketing & Communications Coordinator	$120 - $150
Administrative Assistant	$120 - $150
Project Coordinator	$120 - $155
Permitting Coordinator	$130 - $155
Interns	$75 - $95

Additional Information for Agreement

Signature Authorization

Certificate of Good Standing

PERA Questionnaire

Insurance Certificate(s)

OMNIBUS ACTION BY WRITTEN CONSENT

Grizzly Holdco, LLC, a Delaware limited liability company
Grizzly Intermediary, LLC, a Delaware limited liability company
Grizzly Bidco, LLC, a Delaware limited liability company
Galloway & Company, LLC, a Delaware limited liability company

May 5, 2025

The undersigned, being the governing bodies (each, a "Governing Body" and, collectively, the "Governing Bodies") of each of the entities listed above (collectively, the "Grizzly Companies" and each, a "Grizzly Company"), acting pursuant to the applicable organizational and governing documents of the Grizzly Companies and applicable state law, hereby consent to the taking of the following actions and the adoption of the following resolutions without a meeting, such actions and resolutions to have the same force and effect as though duly taken and adopted at a meeting of the Governing Bodies duly called and legally held, and direct that this Omnibus Written Consent be filed with the minutes of the proceedings of each Grizzly Company and the Governing Bodies. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

Post-Closing Managers, Directors and Officers

WHEREAS, effective as of the date hereof, KIA XI (Grizzly) Investor, L.P., a Delaware limited partnership ("Kelso Buyer"), ARA Empire Buyer, LLC, a Delaware limited liability company ("ARA Buyer" and, together with Kelso Buyer, the "Buyers") and Galloway Holdco, Inc., a Delaware corporation ("Seller"), have entered into that certain Equity Purchase Agreement (the "Purchase Agreement"), pursuant to which, among other things, the Buyers purchased 59% of the Membership Interests of Grizzly Holdco, LLC, a Delaware limited liability company ("Grizzly Holdco") from Seller;

WHEREAS, upon consummation of the transactions contemplated by the Purchase Agreement, the entities listed below Grizzly Holdco on Schedule I attached hereto became indirect majority-owned subsidiaries of the Buyers;

WHEREAS, the applicable Governing Bodies deem it advisable and in the best interests of the Grizzly Companies to appoint and/or affirm certain managers, directors and officers of the Grizzly Companies.

NOW, THEREFORE, BE IT RESOLVED, that, effective as of the Closing, all managers, directors and officers of the Grizzly Companies are hereby removed from such positions;

RESOLVED FURTHER, that, effective as of the Closing, the individuals set forth on Schedule I hereto are hereby appointed, nominated, elected, ratified and affirmed to hold such managers, director and/or officer positions of such Grizzly Companies as set forth on Schedule I attached hereto in accordance with the applicable organizational and governing documents of such Grizzly Companies and applicable law; and

RESOLVED FURTHER, that the applicable Governing Bodies confirm that, effective as of the Closing, the individuals set forth on Schedule I hereto constitute all of the managers, directors and officers of the Grizzly Companies.

General Authorization

RESOLVED FURTHER, that all the acts of any person authorized to act as set forth above, which acts would have been authorized by the foregoing resolutions except that such acts were taken prior to the adoption of such resolutions, are hereby severally ratified, confirmed, approved and adopted as acts on behalf of the Grizzly Companies; and

RESOLVED FURTHER, that each officer of the Grizzly Companies is authorized and directed to take any and all such actions and to execute and deliver any and all such documents and instruments as such officer shall deem necessary or advisable in furtherance of or to carry out the intent and effectuate the purposes of any of the foregoing resolutions; the fact that any officer has taken any such action or executed or delivered any such document or instrument being conclusive evidence of the approval and authorization thereof by the Grizzly Companies.

This Omnibus Written Consent may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be deemed one instrument. A signed copy of this Omnibus Written Consent delivered by e-mail in PDF form or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Omnibus Written Consent.

* * * * *

Docusign Envelope ID: EB88643D-1815-4A16-91FC-799172C68229

IN WITNESS WHEREOF, the undersigned have executed this Omnibus Written Consent as of the date first above written.

Hugh McBride [Kelso Director]

Sandy Osborne [Kelso Director]

Dan Williams [ARA Director]

George Pierson [ARA Director]

David A. Guetig [Director, as President of Galloway]

David Windfeldt [Galloway Director]

Alicia Thorpe [Galloway Director]

IN WITNESS WHEREOF, the undersigned have executed this Omnibus Written Consent as of the date first above written.

_____
Hugh McBride [Kelso Director]

_____
Sandy Osborne [Kelso Director]

Daniel Williams
_____
Dan Williams [ARA Director]

_____
George Pierson [ARA Director]

_____
David A. Guetig [Director, as President of Galloway]

_____
David Windfeldt [Galloway Director]

_____
Alicia Thorpe [Galloway Director]

Docusign Envelope ID: C4421CFB-D871-463B-A0A2-8664697B93F5

IN WITNESS WHEREOF, the undersigned have executed this Omnibus Written Consent as of the date first above written.

_____
Hugh McBride [Kelso Director]

_____
Sandy Osborne [Kelso Director]

_____
Dan Williams [ARA Director]

George Pierson
_____
George Pierson [ARA Director]

_____
David A. Guetig [Director, as President of Galloway]

_____
David Windfeldt [Galloway Director]

_____
Alicia Thorpe [Galloway Director]

IN WITNESS WHEREOF, the undersigned have executed this Omnibus Written Consent as of the date first above written.

Hugh McBride [Kelso Director]

Sandy Osborne [Kelso Director]

Dan Williams [ARA Director]

George Pierson [ARA Director]

Signed by:
David A. Guetig
EDBFF5320165443...

David A. Guetig [Director, as President of Galloway]

Signed by:
David W. Windfeldt
839AE8E869434EE...

David Windfeldt [Galloway Director]

Signed by:
Alicia B. Thorpe
8B44662416DA4FE...

Alicia Thorpe [Galloway Director]

Docusign Envelope ID: EB88643D-1815-4A16-91FC-799172C68229

Being the Kelso Members of Grizzly Holdco, LLC:

KIA XI (GRIZZLY) INVESTOR, L.P.

By: KIA XI (Grizzly) GP, L.P., its general partner
By: Kelso GP XI, LLC, its general partner

By: _____
Name: William Woo
Title: Managing Member

Docusign Envelope ID: C4421CFB-D871-463B-A0A2-8664697B93F5

Being the ARA Members of Grizzly Holdco, LLC:

ARA Empire Buyer LLC

By: George Pierson
Name: George Pierson
Title: Chairman

ARA Empire LLC

By: George Pierson
Name: George Pierson
Title: Chairman

Docusign Envelope ID: CF98A4B0-ED1F-4001-A292-ECCA00A0DCAA

Being the Galloway Entities of Grizzly Holdco, LLC.:

Galloway Holdco, Inc.

By: Signed by: David A. Guetig EDBFF5320165443...
Name: David A. Guetig
Title: President

Galloway Newco, LLC

By: Signed by: David A. Guetig EDBFF5320165443...
Name: David A. Guetig
Title: President

Docusign Envelope ID: EB88643D-1815-4A16-91FC-799172C68229

Being the sole governing member of Grizzly Intermediary, LLC:

GRIZZLY HOLDCO, LLC

By: _____
Name: William Woo
Title: Vice President and Secretay

Docusign Envelope ID: EB88643D-1815-4A16-91FC-799172C68229

Being the sole governing member of Grizzly Bidco, LLC:

GRIZZLY INTERMEDIARY, LLC

By: _____
Name: William Woo
Title: Vice President and Secretary

Docusign Envelope ID: EB88643D-1815-4A16-91FC-799172C68229

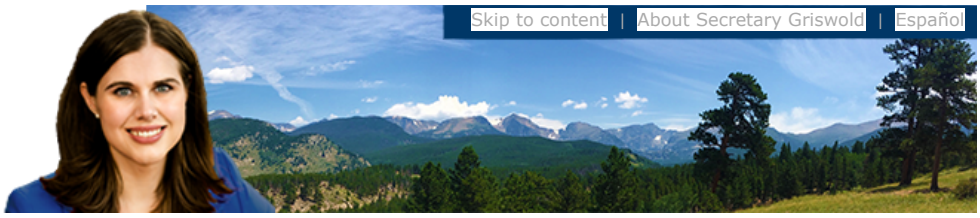
Being the sole governing member of Galloway & Company, LLC:

GRIZZLY BIDCO, LLC

By: _____
Name: William Woo
Title: Vice President and Secretary

Schedule I

Name	Post-Closing Managers/Directors	Post-Closing Officers
Grizzly Holdco, LLC	• Hugh McBride (Kelso Director) • Sandy Osborne (Kelso Director) • Dan Williams (ARA Director) • George Pierson (ARA Director) • David A. Guetig (Galloway Director, as President of Galloway) • David Windfeldt (Galloway Director) • Alicia Thorpe (Galloway Director)	• Sandy Osborne - President • William Woo - Vice President and Secretary • Joe Kopilak - Vice President and Treasurer • Hugh McBride - Vice President • George Person - Chairman of the Board of Directors
Grizzly Intermediary, LLC	N/A	• Sandy Osborne - President • Hugh McBride - Vice President • William Woo - Vice President and Secretary • Joe Kopilak - Vice President and Treasurer
Grizzly Bidco, LLC	N/A	• Sandy Osborne - President • Hugh McBride - Vice President • William Woo - Vice President and Secretary • Joe Kopilak - Vice President and Treasurer
Galloway & Company, LLC	N/A	• David A. Guetig - President and Secretary • Carl Schmidtlein - Vice President and Secretary • Kristoffer Kenton Strain - Vice President • John Wirtz - Chief Financial Officer • Darren Bruns - Chief Operating Officer • Brian Dennis, Vice President • Jonathan Romero, Vice President



Summary

For this Record...

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

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

Business Home

Business Information
Business Search

FAQs, Glossary and Information

Details			
Name	Galloway & Company, LLC		
Status	Good Standing	**Formation date**	04/28/2025
ID number	20251490873	**Form**	Foreign Limited Liability Company
Periodic report month	April	**Jurisdiction**	Delaware
Principal office street address	5500 Greenwood Plaza Blvd., Suite 200, Greenwood Village, CO 80111, United States		
Principal office mailing address	5500 Greenwood Plaza Blvd., Suite 200, Greenwood Village, CO 80111, United States		

Registered Agent	
Name	Registered Agent Solutions, Inc.
Street address	7700 E Arapahoe Rd, STE 220, Centennial, CO 80112-1268, United States
Mailing address	7700 E Arapahoe Rd, STE 220, Centennial, CO 80112-1268, United States

Filing history and documents
Get a certificate of good standing
Get certified copies of documents
File a form
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OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

Galloway & Company, LLC

is an entity formed or registered under the law of Delaware , 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 20251490873 .

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 01/14/2026 @ 12:18:24 .

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 01/14/2026 @ 12:18:24 in accordance with applicable law. This certificate is assigned Confirmation Number 18080786 .

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."

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

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

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

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

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

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

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

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

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

Company Name: Galloway & Company, LLC

Authorized Signature: Grant Fegan Digitally signed by Grant Fegan DN: cn=Grant Fegan, c=US, email=grantfegan@gallowayus.com Date: 2026.01.21 11:04:48 -07'00' Title: Senior Accountant

Printed Name: Grant Fegan Date: 1/21/2026

Client#: 1085069 GALLOCOM1

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/21/2026

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

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

PRODUCER	CONTACT NAME:	
USI Insurance Services, LLC 4600 S. Ulster Street, Suite 1200 Denver, CO 80237 800 873-8500	PHONE (A/C, No, Ext): 800 873-8500	FAX (A/C, No):
	E-MAIL ADDRESS: den.certificate@usi.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Casualty Insurance Company	29424
INSURER B : Hartford Ins Co of the Midwest	37478
INSURER C : XL Specialty Insurance Company	37885
INSURER D : Hartford Accident and Indemnity Co	22357
INSURER E :	
INSURER F :	

INSURED
Galloway & Company, LLC
5500 Greenwood Plaza Blvd., Suite 200
Greenwood Village, CO 80111

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / X PRO-JECT / LOC OTHER:	X	X	34SBWAC8619	07/01/2025	07/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000 $1,000,000 $10,000 $1,000,000 $2,000,000 $2,000,000 $
D	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	X	X	34UEGAE7351	07/01/2025	07/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
A	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / X RETENTION $10000	X	X	34SBWAC8619	07/01/2025	07/01/2026	EACH OCCURRENCE AGGREGATE $	$10,000,000 $10,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	34WEGBS9WLL	07/01/2025	07/01/2026	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
C	Professional Liab Incl Pollution Claims Made		X	DPR5045223	07/01/2025	07/01/2026	$5,000,000 per claim $5,000,000 annl aggr.	

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

As required by written contract or written agreement, the following provisions apply subject to the policy terms, conditions, limitations and exclusions: The Certificate Holder and owner are included as Automatic Additional Insured's for ongoing and completed operations under General Liability; Designated Insured under Automobile Liability; and Additional Insureds under Umbrella / Excess Liability but only with respect to liability arising out of the Named Insured work performed on behalf of the certificate holder and owner.
(See Attached Descriptions)

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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DESCRIPTIONS (Continued from Page 1)

The General Liability, Automobile Liability, Umbrella/Excess insurance applies on a primary and non contributory basis. A Blanket Waiver of Subrogation applies for General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation. The Umbrella / Excess Liability policy provides excess coverage over the General Liability, Automobile Liability and Employers Liability.
Please note that Additional Insured status does not apply to Professional Liability or Workers' Compensation.

RE: Project 26-013 Fire Station Commissioning Services
Additional Insureds Includes: The City of Pueblo, its agents, officers and employees

Docusign Envelope ID: 4A54CC6B-9DA8-46A7-97EB-8CB2A1177FD0

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: February 9, 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: A RESOLUTION TRANSFERRING FUNDS IN THE AMOUNT OF $25,000.00 FROM PROJECT ACCOUNT CD2511, HOMEOWNER REHAB, TO PROJECT ACCOUNT CD2512, ABATEMENT OF DANGEROUS BUILDINGS

SUMMARY:

This resolution moves $25,000 of Community Development Block Grant funding from project account CD2511, Homeowner Rehab, to project account CD2512, Abatement of Dangerous Buildings, to assist in funding of cost overruns for three current demolition projects.

PREVIOUS COUNCIL ACTION:

On October 15, 2024, Resolution 15782 was passed authorizing a construction contract to Rockies Environmental and Demolition Services, for Project No. 24-053, in the amount of $112,000.

BACKGROUND:

Due to environmental issues, this project experienced cost overruns and additional funding needs to be budgeted. The contract was put on hold until additional funding is budgeted.

FINANCIAL IMPLICATIONS:

CD2511 – This project budget will be reduced by $25,000
CD2512 – This project budget will be increased by $25,000

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

Docusign Envelope ID: 4A54CC6B-9DA8-46A7-97EB-8CB2A1177FD0

STAKEHOLDER PROCESS:

Not Applicable.

ALTERNATIVES:

Council could deny this action and it would result in a lack of funding for this project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. Resolution 15782

Docusign Envelope ID: 4A54CC6B-9DA8-46A7-97EB-8CB2A1177FD0

RESOLUTION NO. 16245

A RESOLUTION TRANSFERRING FUNDS IN THE AMOUNT OF $25,000.00 FROM PROJECT ACCOUNT CD2511, HOMEOWNER REHAB, TO PROJECT ACCOUNT CD2512, ABATEMENT OF DANGEROUS BUILDINGS

WHEREAS, a Construction Contract was awarded to Rockies Environmental and Demolition Services under project number 24-053; and

WHEREAS, a contract amendment is requested for he purpose of completing additional environmental safety tasks as required by the State of Colorado; NOW, THEREFORE

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Funds in the amount of $25,000 are hereby transferred from project account CD2511 Homeowner Rehab to project account CD2512 Abatement of Dangerous Buildings

SECTION 2.

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

INTRODUCED: February 9, 2026

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

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

Docusign Envelope ID: ECD5E34E-CC87-49FB-BF59-4EED42790744

RESOLUTION NO. 15782

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $100,000.00 TO ROCKIES ENVIRONMENTAL AND DEMOLITION SERVICES, FOR PROJECT NO. 24-053, ABATE AND DEMOLISH - 519 WEST 11TH STREET (CDBG), SETTING FORTH $12,500.00 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, bids for Project No. 24-053 - Abate and Demolish - 519 West 11th Street (CDBG) have been received and examined; AND,

WHEREAS, the proposal of Rockies Environmental and Demolition Services, 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. 24-053, Abate and Demolish - 519 West 11th Street (CDBG) to be performed, and the contract for said project is hereby awarded to Rockies Environmental and Demolition Services, in the amount of $100,000.00.

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……$12,500.00

SECTION 4.

Funds for demolition for Project No. 24-053, in the amount of $75,000.00 shall be from Project Account CD2211 - Abatement of Dangerous Buildings.

SECTION 5.

Funds for the remaining demolition and contingencies for Project No. 24-053, in the amount of $37,500.00 shall be paid from project account CD1911 - Demolition Program.

Docusign Envelope ID: ECD5E34E-CC87-49FB-BF59-4EED42790744

SECTION 6.

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 7.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: October 15, 2024

BY: Roger Gomez
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Alliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: Signed by:
DEPUTY CITY CLERK

Docusign Envelope ID: ECD5E34E-CC87-49FB-BF59-4EED42790744

City Clerk's Office Item # M6

city of PUEBLO colorado

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: October 15, 2024

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 $100,000.00 TO ROCKIES ENVIRONMENTAL AND DEMOLITION SERVICES, FOR PROJECT NO. 24-053, ABATE AND DEMOLISH - 519 WEST 11TH STREET (CDBG), SETTING FORTH $12,500.00 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a Resolution awarding a Construction Contract to Rockies Environmental and Demolition Services, for Project No. 24-053, Abate and Demolish - 519 West 11th Street (CDBG).

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

In general, this project will consist of the abatement and demolition of 519 West 11th Street. The Resolution awards the Construction Contract to Rockies Environmental and Demolition Services.

FINANCIAL IMPLICATIONS:

Funding for the demolition, in the amount of $75,000.00 will be paid from Project Account CD2211 - Abatement of Dangerous Buildings.

Funding for the remainder of the demolition and contingencies, in the amount of $37,500.00 will be paid from Project Account CD1911, Demolition Program.

Docusign Envelope ID: ECD5E34E-CC87-49FB-BF59-4EED42790744

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will cancel the project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 24-053 Bid Summary

Docusign Envelope ID: 4A54CC6B-9DA8-46A7-97EB-8CB2A1177FD0

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: February 9, 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 APPROVING CONTRACT AMENDMENT NO. 1 IN THE AMOUNT OF $18,705 TO CEDAR RIDGE LANDSCAPE, INC., FOR PROJECT NO. 25-077, DRONE PAD AND FENCING - FIRE STATION NOS. 4 AND 8, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

This Resolution approves Contract Amendment No. 1 in the amount of $18,705.00 to Cedar Ridge Landscape, Inc., for Project No. 25-077 Drone Pad and Fencing - Fire Station Nos. 4 and 8.

PREVIOUS COUNCIL ACTION:

Resolution 16126, dated September 22, 2025, awarded a Construction Contract, in the amount of $33,880.00, to Cedar Ridge Landscape, Inc., and set forth $5,082.00 for contingencies and additional work, for Project No. 25-077 Drone Pad and Fencing - Fire Station Nos. 4 and 8

BACKGROUND:

The original project, awarded to Cedar Ridge Landscape, Inc., consisted of the construction of a concrete pad/foundation, an ornamental fence with gate, and other incidental items. Contract Amendment No. 1 consists of electrical engineering, permit and review fees, additional installation of electric service and additional installation of conduit. The cost of the additional work exceeds the threshold for administrative approval of a change order and a contract amendment will be required to award and complete the additional work.

This Resolution approves an amendment to increase the contract award amount previously awarded to Cedar Ridge Landscape, Inc.

FINANCIAL IMPLICATIONS:

Docusign Envelope ID: 4A54CC6B-9DA8-46A7-97EB-8CB2A1177FD0

Funding in the amount of $18,705.00 will be paid from Project Account PS2410, Real Time Crime Center.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this Resolution would cancel the additional work necessary to complete the project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 25-077 Resolution16126
2. 25-077 Drone Pad and Fencing-FS Nos 4 and 8 - Amendment No 1

Docusign Envelope ID: 4A54CC6B-9DA8-46A7-97EB-8CB2A1177FD0

RESOLUTION NO. 16246

A RESOLUTION APPROVING CONTRACT AMENDMENT NO. 1 IN THE AMOUNT OF $18,705 TO CEDAR RIDGE LANDSCAPE, INC., FOR PROJECT NO. 25-077, DRONE PAD AND FENCING - FIRE STATION NOS. 4 AND 8, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, a Construction Contract was awarded to Cedar Ridge Landscape, Inc., under Contract Number 25-077; and

WHEREAS, additional work is requested for the purpose of constructing electrical engineering, permit and review fees, additional installation of electric service and additional installation of conduit to complete the project; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Contract Amendment No. 1 to the Construction Contract for Drone Pad and Fencing - Fire Station Nos. 4 and 8 with Cedar Ridge Landscape, Inc., Project No. 25-077, in the amount of $18,705.00, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved, and City Council authorizes the additional work contemplated by the Amendment.

SECTION 2.

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

SECTION 3.

Funds for Project 25-077 shall be from Project Account PS2410, Real Time Crime Center.

SECTION 4.

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

Docusign Envelope ID: 4A54CC6B-9DA8-46A7-97EB-8CB2A1177FD0

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: February 9, 2026

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Cliff B7A4F51823AB482...
PRESIDENT OF CITY COUNCIL

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

Docusign Envelope ID: 6871E6B3-585E-4C19-A0B0-3AC4D5375CF1

City Clerk's Office Item # M8

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: September 22, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Charles Roy, Acting Director of Public Works

SUBJECT: A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $33,880 TO CEDAR RIDGE LANDSCAPE, INC., FOR PROJECT NO. 25-077, DRONE PAD AND FENCING - FIRE STATION NO'S. 4 AND 8, SETTING FORTH $5,082 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a Resolution awarding a Construction Contract to Cedar Ridge Landscape, Inc., for Project No. 25-077, Drone Pad and Fencing - Fire Station No's. 4 and 8.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

This project will consist of the construction of a concrete pad/foundation, an ornamental fence with gate, and other incidental items as detailed in the plans and specifications. Drone pad and fencing will be installed at Fire Station No. 4, at 2201 Lake Ave, Pueblo, CO 81004, and Fire Station No. 8 at 1551 Bonforte Blvd. Pueblo CO 81001.

This Resolution awards the construction contract to Cedar Ridge Landscape, Inc.

FINANCIAL IMPLICATIONS:

Funding (including contingencies), in the amount of $38,962.00, will be paid from Project Account PS2410 — Real Time Crime Center

BOARD/COMMISSION RECOMMENDATION

None.

Docusign Envelope ID: 6871E6B3-585E-4C19-A0B0-3AC4D5375CF1

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will cancel the project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 25-077 Drone Pad and Fencing - Fire Station No. 4 - Addendum No.1

Docusign Envelope ID: 6871E6B3-585E-4C19-A0B0-3AC4D5375CF1

RESOLUTION NO. 16126

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $33,880 TO CEDAR RIDGE LANDSCAPE, INC., FOR PROJECT NO. 25-077, DRONE PAD AND FENCING - FIRE STATION NO'S. 4 AND 8, SETTING FORTH $5,082 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for Project No. 25-077, Drone Pad and Fencing - Fire Station No's. 4 and 8 have been received and examined; AND,

WHEREAS, the proposal of Cedar Ridge Landscape, Inc., was the lowest bid determined to be responsive, and the Committee of Awards recommends to the City Council that it authorize Project No. 25-077, Drone Pad and Fencing - Fire Station No's. 4 and 8 to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 25-077, Drone Pad and Fencing - Fire Station No's. 4 and 8 to be performed, and the contract for said project is hereby awarded to Cedar Ridge Landscape, Inc., in the amount of $33,880.00

SECTION 2.

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

SECTION 3.

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

Contingencies and Additional Work……$5,082.00

SECTION 4.

Funding, in the amount of $38,962.00 shall be from Project Account PS2410 — Real Time Crime Center.

SECTION 5.

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

Docusign Envelope ID: 6871E6B3-585E-4C19-A0B0-3AC4D5375CF1

SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: September 22, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

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

AMENDMENT NO. 1 TO
CONSTRUCTION CONTRACT

This Amendment No. 1 to a construction contract ("Amendment") is executed to be effective as of February 10, 2026, by and between the City of Pueblo, a Colorado Municipal Corporation ("City") and Cedar Ridge Landscape, Inc., a Colorado Corporation ("Contractor").

WHEREAS, City and Contractor entered into that certain construction contract dated October 6, 2025, for Project 25-077 (PS2410) Drone Pad and Fencing – Fire Station Nos. 4 and 8, the "Construction Agreement"; and

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

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

1. The Request for Quotation for additional work attached hereto, and labelled Exhibit 1, is hereby accepted and approved. The Construction Agreement is amended to incorporate all additional work to be performed as contemplated by and at the prices set forth in the Request for Quotation. Contractor shall perform all such work subject to and consistent with all requirements and provisions of the Construction Agreement. Contractor shall perform all acts necessary or required as a result of this Amendment, including, but not limited to, furnishing Performance and Payment Bonds in compliance with Section 5.20 of the Invitation for Bid. The Performance and Payment Bonds shall be in the total amount of $57,667.00, which amount includes the original contract amount of $33,880.00, Change Order No. 1 in the amount of $5,082.00, and the additional contract amount of $18,705.00 contemplated by the additional work to be performed under this Amendment. The time for completion of all work under the Construction Agreement including the additional work to be performed under this Amendment shall not be increased.

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

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

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

CEDAR RIDGE LANDSCAPE, INC.

By _____
Robert Montoya, President

CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION

By _____
Teresa May Burns, Director of Purchasing

ATTEST:

_____
Marisa Stoller, City Clerk

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

_____
Danny Nunn, Director of Finance

APPROVED AS TO FORM DEPARTMENT OF LAW:

_____
Robert P. Jagger, Deputy City Attorney

EXHIBIT 1
REQUEST FOR QUOTATIONS

Project 25-077 (PS2410) Drone Pad and Fencing – Fire Station Nos. 4 and 8

The undersigned hereby proposes to furnish all labor, materials, tools, equipment, and all utility/transportation services necessary to perform and complete, in an industry acceptable and professional manner, construction in accordance with the plans and specifications as prepared by or for the City of Pueblo, Colorado, for the sums set forth in the following schedule:

Additional Work Items	Quantity	Grand Total for Additional Work
• Electrical Engineering, Permit, and Review Fees • Additional Installation of Electric Service • Additional Installation of Conduit	Lump Sum	$18,705.00

(Eighteen Thousand Seven Hundred Five Dollars and 00/100----------($18,705.00)

The undersigned has examined the quantities shown against the plans and specifications and accepts the said quantities as substantially correct, both as to classification and amount, and as correctly listing the work to be completed. The City is not responsible for bidding errors resulting from Contractor's failure to follow this requirement.

CEDAR RIDGE LANDSCAPE, INC.

By: _____
Robert Montoya, President

Docusign Envelope ID: 4A54CC6B-9DA8-46A7-97EB-8CB2A1177FD0

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: February 9, 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 $6,488.85 WITH PARKER EXCAVATING, INC., FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 315 E. EVANS AVE., PROJECT NO. 24-033 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME

SUMMARY:

This Resolution ratifies and approves award of a construction contract to Parker Excavating, Inc., for emergency sanitary sewer point repairs at 315 E. Evans Ave.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

While the Wastewater Department collection crew was performing routine cleaning of sewer mains, the cleaning cage and cleaning hose got stuck in the sewer main near 315 E. Evans. An emergency point repair was performed to remove the cleaning equipment, so a backup would not occur.

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, Miller Pipeline, LLC. was the low bidder but couldn't perform the work. The project was awarded to the next low bidder, Parker Excavating, Inc.

The cost breakdown for the project is as follows:

Docusign Envelope ID: 4A54CC6B-9DA8-46A7-97EB-8CB2A1177FD0

Sanitary Sewer Replacement-related			
Total:	$	4,550.85	70%
Surface Improvement Related			
Total:	$	1,938.00	30%
Grand Total:	$	6,488.85	100%

FINANCIAL IMPLICATIONS:

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

BOARD/COMMISSION RECOMMENDATION:

Not applicable

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

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

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 02-09-26 315 E Evans Ave Emergency Point Repair Attachment

Docusign Envelope ID: 4A54CC6B-9DA8-46A7-97EB-8CB2A1177FD0

RESOLUTION NO. 16247

A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $6,488.85 WITH PARKER EXCAVATING, INC., FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 315 E. EVANS AVE., PROJECT NO. 24-033 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME

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

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

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

City Council ratifies and approves the contract for repair of the sanitary sewers at 315 E. Evans Ave. with Parker Excavating, Inc., Project No. 24-033 (WWAN03) — Emergency Point Repair awarded to said bidder in the amount of $6,488.85.

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 a contract change order in the amount of $2,363.85 and any other payment authorized under the contract are hereby ratified.

Docusign Envelope ID: 4A54CC6B-9DA8-46A7-97EB-8CB2A1177FD0

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: February 9, 2026

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

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

2024-2026 Emergency Sanitary Sewer Point Repair					315 E Evans Ave	
Date 01/06/2026					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		$ -	$ -
		>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		6	$ 1,950.00	$ 2,400.00
25	Remove and Replace 48” Diameter Manhole	with 1 Invert	EA		$ -	$ -
		with 2 Inverts	EA		$ -	$ -
		with 3 Inverts	EA		$ -	$ -
		with 4 Inverts	EA		$ -	$ -
26	Remove and Replace 60” Diameter Manhole	with 1 Invert	EA		$ -	$ -
		with 2 Inverts	EA		$ -	$ -
		with 3 Inverts	EA		$ -	$ -
		with 4 Inverts	EA		$ -	$ -
27	Calcium Aluminate Coat 48-inch Manhole	1-10	VF		$ -	$ -
		11-15	VF		$ -	$ -
		>15	VF		$ -	$ -
28	Calcium Aluminate Coat 60-inch Manhole	1-10	VF		$ -	$ -
		11-15	VF		$ -	$ -
		>15	VF		$ -	$ -
29	Rebuild Manhole Bench and Trough 48-inch Manhole	LS			$ -	$ -
30	Rebuild Manhole Bench and Trough 60-inch Manhole	LS			$ -	$ -
31	Reinstate Services - 4"	EA			$ -	$ -
32	Reinstate Services - 6"	EA			$ -	$ -
33	Mobilization	LS		1	$ 1,750.00	$ 1,725.00
				Total	$ 3,700.00	$ 4,125.00
				With Contingency	$ 4,440.00	$ 4,950.00

CONTRACT CHANGE ORDER

CITY OF PUEBLO DEPARTMENT OF PUBLIC WORKS

Project Number : 24-033 (WWAN03) Change Order No. : ONE 1/21/2026

Project Name : 2024, 2025 and 2026 Sanitary Sewer Point Repair
315 E Evans Ave

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

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

Bid Item No.	Description of Changes	Decrease Contract By	Increase Contract By
1	REMOVE CAMERA/CLEANING HEAD/TAP CUTTER	($600.00)	
3	REMOVE & REPLACE 8" PVC PIPE <10' DEEP (1-20LF)		$450.00
4	ASPHALT PATCH – 4” HMA ON 4” CLASS 6 ABC FOR 8" AND 10" PIPE (1-20LF)		$1,938.00
5	TRAFFIC CONTROL		$575.85
	TOTAL (Decrease) / Increase	($600.00)	$2,963.85

Net Adjustment This Change Order	$	2,363.85
Amount of Previous Change Order(s)	$	0.00
Original Contract Amount	$	4,125.00
Total Adjusted Contract Amount To Date	$	6,488.85

Reason For Change: Actual Field Quantities.

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

Prepared by: _____ Date:_____
Wastewater Civil Engineer

Reviewed by: _____ Date:_____
Wastewater Engineering Manager

Accepted by: _____ Date:_____
Contractor's Representative

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

Approved by: _____ Date:_____
Director of Wastewater

FORM CO100.1299

24-033 (WWAN03)
2024 -2026 Emergency Sanitary Point Repair
315 E Evans Ave

Docusign Envelope ID: 4A54CC6B-9DA8-46A7-97EB-8CB2A1177FD0

City Clerk's Office Item # M8

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: February 9, 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 RATIFYING THE JOINT PUEBLO-BOONE APPOINTMENT OF MEMBERS AND CONFIRMING THE MAYOR'S APPOINTMENT OF MEMBERS TO SERVE ON THE SOUTHERN COLORADO BUILDING COMMISSION (SCBC)

SUMMARY:

This resolution ratifies the joint Pueblo-Boone appointment of members and confirms the Mayor's appointment of members to serve on the Southern Colorado Building Commission (SCBC).

PREVIOUS COUNCIL ACTION:

Council passed Ordinance No. 11081 on November 24, 2025 approving the IGA for the operation of the Southern Colorado Building Department and setting the composition of the Southern Colorado Building Commission.

BACKGROUND:

On November 24, 2025, the City Council approved the IGA for the operation of the Southern Colorado Building Department and setting the composition of the Southern Colorado Building Commission. Since then, the City of Pueblo and City of Boone have been collecting applications for members to sit on the Southern Colorado Building Commission. This resolution will appoint the members of the Commission. Initially, members shall be appointed for staggered terms of service.

The Southern Colorado Building Commission supervises administration and policies for the Southern Colorado Building Department for the City of Pueblo and Town of Boone.

FINANCIAL IMPLICATIONS:

This is a volunteer commission and members serve without compensation.

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BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

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

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

Docusign Envelope ID: 4A54CC6B-9DA8-46A7-97EB-8CB2A1177FD0

RESOLUTION NO. 16248

A RESOLUTION RATIFYING THE JOINT PUEBLO-BOONE APPOINTMENT OF MEMBERS AND CONFIRMING THE MAYOR'S APPOINTMENT OF MEMBERS TO SERVE ON THE SOUTHERN COLORADO BUILDING COMMISSION (SCBC)

WHEREAS, the Town of Boone and Mayor Heather Graham have requested ratification by the City Council of their joint appointment of members to the Southern Colorado Building Commission; and

WHEREAS, Mayor Heather Graham has requested confirmation by the City Council of her appointment of members to the Southern Colorado Building Commission; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The following individual is hereby jointly appointed to the Southern Colorado Building Commission (SCBC) to complete a three-year term expiring March 1, 2027:

- William Deno (Joint Appointment)

SECTION 2.

The following individual is hereby jointly appointed to the Southern Colorado Building Commission (SCBC) to complete a three-year term expiring March 1, 2028:

- John Breckenridge (Joint Appointment)

SECTION 3.

The following individual is hereby jointly appointed to the Southern Colorado Building Commission (SCBC) to serve a three-year term expiring March 1, 2029:

- Carl Messenger (Joint Appointment)

SECTION 4.

The following individual is hereby appointed to the Southern Colorado Building Commission (SCBC) to complete a three-year term expiring March 1, 2027:

- Bryan 'Kent' Shelman (City Appointment)

SECTION 5.

The following individuals are hereby appointed to the Southern Colorado Building Commission (SCBC) to complete a three-year term expiring March 1, 2028:

Docusign Envelope ID: 4A54CC6B-9DA8-46A7-97EB-8CB2A1177FD0

- Diana Oldemeyer (City Appointment)
- Joseph Corsentino (City Appointment)

SECTION 6.

The following individuals are hereby appointed to the Southern Colorado Building Commission (SCBC) to serve a three-year term expiring March 1, 2029:

- Louis Nazario (City Appointment)
- Alan Lucas, Sr. (City Appointment)

SECTION 7.

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

SECTION 8.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: February 9, 2026

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by:
CITY CLERK

Docusign Envelope ID: 4A54CC6B-9DA8-46A7-97EB-8CB2A1177FD0

City Clerk's Office Item # M9

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: February 9, 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 $370,162.00 TO H.W. HOUSTON CONSTRUCTION, LLC, FOR PROJECT NO. 26-001, BUILDING REMODEL - 650 DITTMER, SETTING FORTH $55,000.00 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a Resolution awarding a Construction Contract to H.W. Houston Construction, LLC, for Project No. 26-001, Building Remodel - 650 Dittmer.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

In general, this interior construction project will consist of the remodel of the 2nd floor of the 650 Dittmer Building and includes:

- Selective demolition of existing walls, doors, casework, and MEP components.
- New construction includes walls, doors, casework, and associated MEP systems.
- New finishes include painting throughout and replacement of select flooring and ceilings.
- Associated plumbing, electrical, and mechanical work is included.
- The 1st and 3rd floors of the existing building shall remain occupied by the Owner during renovation of the 2nd floor.

This Resolution awards the construction contract to H.W. Houston Construction, LLC.

FINANCIAL IMPLICATIONS:

Funding in the amount of $425,162.00 (contract and contingencies) will be paid from Account Project CI2443, Admin Offices Relocation Project.

Docusign Envelope ID: 4A54CC6B-9DA8-46A7-97EB-8CB2A1177FD0

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will cancel this project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

Docusign Envelope ID: 4A54CC6B-9DA8-46A7-97EB-8CB2A1177FD0

RESOLUTION NO. 16249

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $370,162.00 TO H.W. HOUSTON CONSTRUCTION, LLC, FOR PROJECT NO. 26-001, BUILDING REMODEL - 650 DITTMER, SETTING FORTH $55,000.00 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for Project No. 26-001, Building Remodel - 650 Dittmer have been received and examined; and,

WHEREAS, the proposal of H.W. Houston Construction, LLC., 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. 26-001, Building Remodel - 650 Dittmer to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 26-001, Building Remodel - 650 Dittmer, to be performed, and the contract for said project is hereby awarded to H.W. Houston Construction, LLC, in the amount of $370,162.00.

SECTION 2.

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

SECTION 3.

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

Contingencies and Additional Work…….$55,000.00

SECTION 4.

Funds for Project No. 26-001, in the amount of $425,162.00, shall be from Account Project CI2443, Admin Offices Relocation Project.

SECTION 5.

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

Docusign Envelope ID: 4A54CC6B-9DA8-46A7-97EB-8CB2A1177FD0

SECTION 6.

The Resolution shall become effective immediately upon passage and approval.

INTRODUCED: February 9, 2026

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

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

Docusign Envelope ID: 4A54CC6B-9DA8-46A7-97EB-8CB2A1177FD0

City Clerk's Office Item # M10

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: February 9, 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 APPROVING A RELEASE OF A PUBLIC UTILITY EASEMENT WITH RESPECT TO RPB-24-03

SUMMARY:

This Resolution authorizes the release of a public utility easement which is no longer needed.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

A public utility easement was granted to the City in 2007 for the purpose of future utility in the Regency Business Park, LLC Filing 1 subdivision. The property has since been rearranged into one singular lot under RPB-24-03 and is now identified as Parcel A. The Tractor Supply store has requested this easement be released due to the location of the building being placed above the easement and is no longer necessary for public utilities.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

Docusign Envelope ID: 4A54CC6B-9DA8-46A7-97EB-8CB2A1177FD0

ALTERNATIVES:

Alternatives No. 1 – No action
Under this alternative, the public utility easement would remain in place and create a non-conforming site condition.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. Easement Release Request
2. Regency Business Park LLC Filing 1 - Plat
3. Release of Easement

Docusign Envelope ID: 4A54CC6B-9DA8-46A7-97EB-8CB2A1177FD0

RESOLUTION NO. 16250

A RESOLUTION APPROVING A RELEASE OF A PUBLIC UTILITY EASEMENT WITH RESPECT TO RPB-24-03

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The Release of Easement, 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 Release of Easement in the name of the City. The City Clerk is directed to attest same, affix the seal of the City thereto and record the executed and acknowledged Release of Easement together with a certified copy of this resolution in the office of the Pueblo County Clerk and Recorder. The recording fees shall be paid for by Atwater Pueblo Colorado, LLC.

SECTION 3.

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

SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: February 9, 2026

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Alliff B7A4F51823AB482...
PRESIDENT OF CITY COUNCIL

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

NORTHSTAR
ENGINEERING AND SURVEYING, INC.
Serving Pueblo & So. Colorado Since 1939

111 East 5th Street
Pueblo, CO 81003

(719) 544-6823
Fax (719) 544-6825

Michael L. Cuppy, P.E., P.L.S.

JN 2301600

January 22, 2025

City Council
City of Pueblo
c/o City of Pueblo Department of Public Works
211 E. "D" St.
Pueblo, Colorado 81003

Attention: Mr. Andrew Hayes, P.E.

Subject: Regency Business Park, LLC – Release of Easement Request

On behalf of our client, National Retail Development, LLC c/o Atwater Group, we respectfully request that the following easements be released:

- The Drainage Easement within Lot 5, Block 3 Regency Business Park, LLC. (Reception No. 1722155) filed for record April 16, 2007 in the Pueblo County Records
- The Drainage Easement within Lot 6, Block 3 Regency Business Park, LLC. (Reception No. 1722156) filed for record April 16, 2007 in the Pueblo County Records
- The Drainage Easement within Lot 7, Block 3 Regency Business Park, LLC. (Reception No. 1722157) filed for record April 16, 2007 in the Pueblo County Records

A new easement will be recorded for drainage and detention purposes to serve the proposed Rearrangement of Property Boundaries.

Sincerely,

Jay Fisher

Northstar Engineering & Surveying, Inc.
111 E. 5th St.
Pueblo, CO 81003
(719) 544-6823 ext. 115
jfisher@northstar-co.com

REGENCY BUSINESS PARK, LLC

A RESUBDIVISION OF A PORTION OF COLUMBIA HEIGHTS,
COUNTY OF PUEBLO, STATE OF COLORADO

– DEDICATION –

KNOW ALL MEN BY THESE PRESENTS: That Regency Business Park, LLC, a Colorado Limited Liability Company, being the sole owner of the following property:

Considering the West line of the SE 1/4 of Section 9, Township 21 South, Range 65 West of the 6th P.M. to bear N. 01°08'24" E.

A portion of Blocks 8, 9, 13, 14, 16, 17, 18 and the vacated streets and alleys adjacent thereto and Blocks 23, 24, 25, 26, 27 and 35 and the streets and alleys adjacent thereto all in Columbia Heights, according to the recorded plat thereof, filed for record May 23, 1888 and being more particularly described as follows:

IN Block 8

That portion of Lots 20 through 38, both inclusive, lying South of the South boundary line of Regency Ridge Subdivision, 1st Filing, according to the recorded plat thereof, filed for recorded March 17, 1995 in the Pueblo County records

AND in Block 9

All of Lots 19 through 30, both inclusive, AND that portion of Lots 7 through 18, both inclusive, lying South of the South boundary line of said Regency Ridge Subdivision, 1st Filing

AND in Block 13

All of Lots 5 through 10, both inclusive, AND that portion of Lots 11 through 13, both inclusive, lying Northeasterly of Thames Drive, as platted in said Regency Ridge Subdivision, 1st Filing AND that portion of Lots 1 through 4, both inclusive and that portion of Lots 27 through 32, both inclusive, lying North of the Northwesterly boundary line of Regency Butcher Subdivision, 1st Filing, according to the recorded plat thereof, filed for record July 31, 1998 in the Pueblo County records AND all of Lots 19 through 23, both inclusive AND that portion of Lots 14 through 18, both inclusive and that portion of Lots 24 through 27, both inclusive, lying Southwesterly of said Thames Drive

AND in Block 14

All of Lot 1 AND all of Lots 29 through 36, both inclusive, AND that portion of Lots 2 through 8, both inclusive, AND that portion of Lots 22 through 28, both inclusive, lying South of the South boundary line of Regency Ridge Subdivision, 2nd Filing, according to the recorded plat thereof, filed for record April 26, 1995 in the Pueblo County records

AND in Block 16

All of Lots 19 through 31, both inclusive, AND all of Lot 36 AND that portion of Lots 1 through 18, both inclusive, lying South of the South boundary line of said Regency Ridge Subdivision, 2nd Filing

AND in Block 17

All of Lots 1 through 38, both inclusive

AND in Block 18

All of Lots 9 through 28, both inclusive, AND that portion of Lots 27 through 33, both inclusive, lying North of the North right-of-way line of Colorado State Highway No. 78, as presently located AND that portion of 4 through 8, both inclusive, lying Southwesterly of Thames Drive, as platted in said Regency Ridge Subdivision, 1st Filing

AND in Block 23

That portion of Lots 13 through 18, both inclusive, lying North of the North right-of-way line of Colorado State Highway No. 78, as presently located

AND in Block 24

All of Lots 1 through 30, both inclusive, AND that portion of Lots 31 through 36, both inclusive, lying North of the North right-of-way line of Colorado State Highway No. 78, as presently located

AND in Block 25

All of Lots 1 through 36, both inclusive

AND in Block 26

All of Lots 1 through 18, both inclusive, AND all of Lots 19 through 34, both inclusive, AND that portion of Lots 35 and 36, lying North of the North right-of-way line of Colorado State Highway No. 78, as presently located

AND in Block 27

All of Lots 16, 17 and 18 AND that portion of Lots 10 through 15, both inclusive, and that portion of Lots 19 and 20, lying North of the North right-of-way line of Colorado State Highway No. 78, as presently located

AND in Block 35

All of 12 through 18, both inclusive, AND that portion of Lots 5 through 11, both inclusive, and that portion of Lots 19 through 25, both inclusive, lying North of the North right-of-way line of Colorado State Highway No. 78, as presently located

All in the County of Pueblo, State of Colorado

Except the following:

Except that portion now platted at Regency Ridge Subdivision, 1st Filing as shown on plat at Reception No. 1074138; and Regency Ridge Subdivision, 2nd Filing as shown on plat at Reception No. 1078134.

Except that portion in Lots 1 to 3 sold to the State Highway Commission at Reception No. 984586, 984588, 984589, 984592, 984593, 984594, 984596, and 984597, and except that portion annexed to the city at Reception No. 1073037; and except that portion conveyed in warranty deed to Butcher & Associates, Inc., recorded May 15, 1997 in Book 2997 at Page 300, Reception No. 1168894.

Containing 32.06 acres, more or less

Has caused the aforegoing described property to be surveyed, platted and subdivided into lots, parcels, blocks and streets and has shown hereon certain easements for drainage, ingress/egress, landscaping, all private utilities and for all public utilities, and the same to be numbered, platted, subdivided, dimensioned and named as shown on the annexed plat, for the purpose of creating a subdivision to be known as REGENCY BUSINESS PARK, LLC.

All of the streets, ingress and egress, drainage and public utility easements, shown hereon, are hereby dedicated to the public for perpetual use.

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

Sanitary sewer and water facilities located within private utility easements shown hereon shall be installed, repaired, and maintained in good working order and condition by the owners of all lots within the subdivision, subject to the terms and conditions of the Declaration of Covenants referenced hereon.

An environmental assessment of this property has been performed by Northstar Engineering and Surveying, Inc., 111 E. 5th Street, Pueblo, CO 81003, on August 16, 2005, a copy of which is on file in the office of the Director of Public Works, and to the best of the subdivider's knowledge and information, no known hazardous substances are present within the subdivision except as expressly stated therein.

Parcels A and B are hereby dedicated to the public for drainage purposes.

All of the property shown on this plat shall be subject to the terms and conditions defined and described in the Declaration of Covenants dated Oct. 12, 2006 and recorded in the office of the Clerk and Recorded of Pueblo County, Colorado.

Lots that contain this symbol (*) are serviced by shallow sanitary sewer service lines which may not allow gravity service to basements.

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

IN WITNESS WHEREOF, Clay Whitham, Manager of Regency Business Park, LLC, a Colorado Limited Liability Company, sets his hand and seal this 12th, day of October, 2006 A.D.:

REGENCY BUSINESS PARK, LLC
a Colorado Limited Liability Company

Clay Whitham, Manager

STATE OF COLORADO)
) ss
COUNTY OF PUEBLO)

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

WITNESS my hand and notarial seal this 12th day of October, 2006

My Commission Expires: 10-28-2009
Address: 1016 W. 27th St
Pueblo, CO 81003

Cheryl Bowman
Notary Public

CHERYL BOWMAN NOTARY PUBLIC STATE OF COLORADO
My commission expires 10-28-2009

– SURVEYOR'S CERTIFICATION –

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

Date: 10-13-06

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

By: David M. Stravia

David M. Stravia,
Colorado Registered Professional
Land Surveyor No. 12933

DAVID M. STRAVIA REGISTERED 12933 10-13-06 LAND SURVEYOR STATE OF COLORADO

– IMPROVEMENTS CERTIFICATION –

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

Director of Public Works — 3-28-7 Date

– PLANNING COMMISSION CERTIFICATION –

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

Chairperson Planning Commission — 10/17/2006 Date

– NOTICE –

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

– APPROVAL OF RECORDING –

Approved by the City Council of Pueblo, Colorado, by Ordinance No. 7405.

This is to certify that the plat of REGENCY BUSINESS PARK, LLC has been approved for recording in the office of the County Clerk of Pueblo County, Colorado.

3-30-07 Date

City Clerk

CITY OF PUEBLO, COLORADO — UNDER FIVE FLAGS — INCORPORATED 1870

PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

1722138
Page: 1 of 2
04/16/2007 02:47P
Gilbert Ortiz PuebloCtyClk&Rec PLAT R 21.00 D 0.00

JN 05 036 00

REGENCY BUSINESS PARK, LLC

A RESUBDIVISION OF A PORTION OF COLUMBIA HEIGHTS,
COUNTY OF PUEBLO, STATE OF COLORADO

SCALE: 1" = 100'

0 50' 100' 200'

LEGEND

- FOUND MONUMENT WITH 3 1/2" ALUMINUM CAP L.S. 25948
- FOUND MONUMENT IN MONUMENT BOX
- FOUND No. 4 REBAR w/ PLASTIC CAP L.S. 25948
- FOUND No. 4 REBAR w/ PLASTIC CAP L.S. 12933
- FOUND No. 4 REBAR w/ PLASTIC CAP L.S. 30107
- SET No. 4 REBAR w/ PLASTIC CAP L.S. 12933
- MONUMENT TO BE ESTABLISHED TO MEET CITY OF PUEBLO REQUIREMENTS

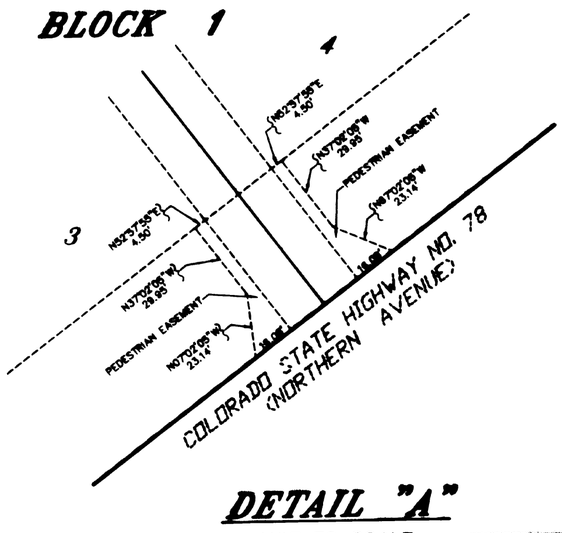
P.U.E. PUBLIC UTILITY EASEMENT
D.E. DRAINAGE EASEMENT
L.E. LANDSCAPING EASEMENT
SF SQUARE FEET
(R) RADIAL
(P) PLAT
(M) MEASURED
N.V.A. NO VEHICULAR ACCESS

NOTICE:
LOTS THAT CONTAIN THIS SYMBOL (⊛) ARE SERVICED BY SHALLOW SANITARY SEWER SERVICE LINES WHICH MAY NOT ALLOW GRAVITY SERVICE TO BASEMENTS.

BASIS OF BEARINGS:
WEST LINE OF SE 1/4 OF SECTION 9, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M. BEARS N.01°08'24"E.

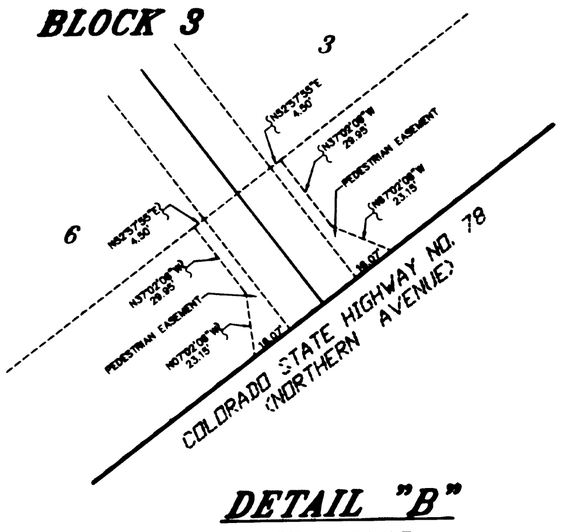
REGENCY RIDGE SUBDIVISION, 2ND FILING
REGENCY RIDGE SUBDIVISION, 1ST FILING
PARCEL "A"
REGENCY SQUARE SUBDIVISION
REGENCY BUTCHER SUBDIVISION 1ST FILING
REGENCY RIDGE SUBDIVISION FILING NO. 7
REGENCY RIDGE SUBDIVISION FILING NO. 8
SHULL'S SUBDIVISION
COLUMBIA HEIGHTS (NOT A PART)
EXISTING THAMES DRIVE R.O.W.
NEWMARKET STREET
KINGSROYAL BOULEVARD
SKILL AVENUE
ALLEY
BLOCK 1
BLOCK 2
BLOCK 3
BLOCK 4
CENTER 1/4 CORNER OF SECTION 9, TOWNSHIP 21 SOUTH, RANGE 65 WEST
R=420.00' D=39°02'52" (P) D=39°02'56" (M) L=286.24'
S88°23'48"W (P) S87°58'57"E 346.11'
N01°08'24"E (P) 1253.29'
N00°43'12"E
S52°57'55"W 1891.59'
N89°01'18"W 343.06'
S00°56'13"W 71.25'
S00°58'42"W 243.94'
S00°31'22"W (P)
N00°31'22"E (P) N00°56'11"E 85.06'
S88°23'48"E (P) S87°58'59"E 332.50' (P) 333.68'
N71°48'00"E (P) N72°12'49"E 132.93'
N88°23'48"W (P) S87°58'59"E 250.00'
N52°33'20"E (P) N52°58'09"E 123.83'
S37°01'51"E N37°26'40"W (P) 381.58'
S52°58'09"W S52°33'20"W (P) 673.31' 673.40' (P)
583.65' (P) 583.65'
N52°33'20"E (P) N52°58'09"E 184.62'
290.61'
1 50,980 SF
2 54,158 SF
3 69,754 SF
4 39,270 SF
5 108,992 SF
1 70,463 SF
2 113,861 SF
3 53,836 SF
4 53,657 SF
5 62,630 SF
1 192,455 SF
1 24,620 SF
2 47,664 SF
3 51,242 SF
4 26,466 SF
5 26,466 SF
6 51,245 SF
7 81,462 SF
PARCEL "A" 57,279 SF D.E.
PARCEL "B" D.E. 8,008 SF
10' DRAINAGE EASEMENT RECEPTION NO. 1228257
16.50' UTILITY EASEMENT RECEPTION NO. 1361943
EASEMENT & RIGHT-OF-WAY FOR UTILITY AND DRAINAGE RECEPTION NO. 1278211
10' P.U.E.
25' DRAINAGE & ACCESS EASEMENT RECEPTION NO. 1231570
PUBLIC UTILITY EASEMENT SIGN PAD EASEMENT (20'x25')
15' ACCESS EASEMENT RECEPTION NO. 1231570
PEDESTRIAN EASEMENT (5'x72')
6.5'x6.5' P.U.E.
PEDESTRIAN EASEMENT (4'x4')
PEDESTRIAN EASEMENT (15'x15')
PEDESTRIAN EASEMENT (12'x12')
PEDESTRIAN EASEMENT (16' WIDE)
30' INGRESS/EGRESS PUBLIC UTILITY EASEMENT PRIVATE UTILITY EASEMENT RECEPTION NO. 1278211
10' P.U.E. & L.E.
10' TELECOMMUNICATION EASEMENT BOOK 2721 PAGE 459
SEE DETAIL "A" BELOW
SEE DETAIL "B" BELOW
ACCESS CONTROLLED BY CDOT
COLORADO STATE HIGHWAY NO. 78 (NORTHERN AVENUE) (150' R.O.W.)

BLOCK 1



DETAIL "A"
NOT TO SCALE

BLOCK 3



DETAIL "B"
NOT TO SCALE

1722138
Page: 2 of 2
04/16/2007 02:47P
Gilbert Ortiz PuebloCtyClk&Rec PLAT R 21.00 D 0.00

PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

SHEET 2 OF 2

RELEASE OF EASEMENT

This release of easement is made on _____, 2026, by Pueblo, a Municipal Corporation ("City"), whose legal address is One City Hall Place, Pueblo, Colorado 81003.

WHEREAS, Regency Business Park, LLC, is the original Grantor and the City is the Grantee of the public utility easement and right of way set forth in instrument recorded April 16, 2007, Reception No. 1722162 filed for record in the office of the Pueblo County Clerk and Recorder ("Easement"). Copy of the recorded easement is attached hereto and labelled Exhibit "A"; and

WHEREAS, Atwater Pueblo Colorado, LLC ("Developer"), is the developer and property owner for the property known as Parcel "A", Rearrangement of Property Boundaries RPB 24-03, being a rearrangement of property boundaries of Lots 5, 6 and 7 in Block 3 of Regency Business Park, LLC subdivision; and

WHEREAS, the Easement is no longer necessary for public utilities and the Developer requests to have the Easement released due to the location of the Tractor Supply store building per the commercial site plan;

NOW THEREFORE, in consideration of the foregoing recitals, the City releases the Easement as described in attached Exhibit "A".

Pueblo, a Municipal Corporation

By:_____
Mayor

ATTEST:

_____
City Clerk

STATE OF COLORADO)
) ss.
COUNTY OF PUEBLO)

The foregoing instrument was acknowledged before me on _____, 2026, by Mayor Heather Graham and Marisa Stoller as City Clerk.

Witness my hand and official seal.

My commission expires:

_____
Notary Public

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 9, 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 APPROVING AND ACCEPTING A GRANT AGREEMENT FOR THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, FROM THE PUEBLO URBAN RENEWAL AUTHORITY, AUTHORIZING THE MAYOR TO EXECUTE THE SAME, ESTABLISHING PROJECT NO. CI2610, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $91,000.00 TO PROJECT NO. CI2610 FOR THE BENEDICT PARK LIGHTING PROJECT

SUMMARY:

This Ordinance approves and accepts a grant awarded from the Pueblo Urban Renewal Authority in the amount of $91,000.00 for the Benedict Park Lighting Project.

PREVIOUS COUNCIL ACTION:

The Pueblo Urban Renewal Authority is carrying out the Colorado Smelter Urban Renewal Plan which was approved by City Council on September 9, 2024.

BACKGROUND:

The City owns the property known as Benedict Park, which is located within the boundaries of the Urban Renewal Plan. The Colorado Smelter Revitalization Plan was adopted by the City on October 26, 2020, the City is undertaking a project to renovate Benedict Park with the assistance of a grant from The Colorado Health Foundation. The Pueblo Urban Renewal Authority concluded that the addition of light improvements to this project is in the best interest of the Authority and the health, safety, and welfare of the citizens of the City of Pueblo.

FINANCIAL IMPLICATIONS:

The Pueblo Urban Renewal Authority will provide $91,000.00 to the City to be used solely for the Benedict Park Lighting improvements.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Should the Council choose not to approve this grant agreement, the funds in the amount of $91,000.00 to be provided by the Pueblo Urban Renewal Authority will not be accepted and will not be used to improve the lighting at Benedict Park.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. PURA - Benedict Park Lighting Grant Agreement_02.09.2026

ORDINANCE NO.

AN ORDINANCE APPROVING AND ACCEPTING A GRANT AGREEMENT FOR THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, FROM THE PUEBLO URBAN RENEWAL AUTHORITY, AUTHORIZING THE MAYOR TO EXECUTE THE SAME, ESTABLISHING PROJECT NO. CI2610, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $91,000.00 TO PROJECT NO. CI2610 FOR THE BENEDICT PARK LIGHTING PROJECT

WHEREAS, the Pueblo Urban Renewal Authority tendered a grant award in the amount of $91,000.00 upon conditions recited therein or incorporated therein by reference; and

WHEREAS, acceptance of the funding for the purposes for which it has been made is in the best interest of the City and will benefit the health, welfare, and safety of the citizens of the City; NOW, THEREFORE,

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

SECTION 1.

Grant Agreement between the City of Pueblo, a Colorado Municipal Corporation, and the Pueblo Urban Renewal Authority, a copy of which is attached hereto, is hereby approved.

SECTION 2.

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

SECTION 3.

Project No. CI2610 – Benedict Park Lighting Project is hereby established.

SECTION 4.

The grant award from the Pueblo Urban Renewal Authority, totaling $91,000.00 is hereby approved and accepted in accordance with the Agreement.

SECTION 5.

All funds accepted pursuant to this Ordinance shall be budgeted and appropriated into Project No. CI2610. Said funds shall only be expended and used for this project.

SECTION 6.

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 7.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____
_____
_____
_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

PUEBLO URBAN RENEWAL AUTHORITY BENEDICT PARK LIGHTING GRANT AGREEMENT
CITY OF PUEBLO

SECTION I. PARTIES. This Pueblo Urban Renewal Authority Benedict Park Lighting Grant Agreement (this "Agreement") is by and between the PUEBLO URBAN RENEWAL AUTHORITY, a body corporate and politic (the "Authority"), and the CITY OF PUEBLO, a Colorado home rule municipal corporation (the "City"). The parties to this Agreement may be referred to individually in the singular and collectively in the plural, as "Party" or "Parties".

SECTION 2. PURPOSE. Each of the undersigned representatives of the Parties hereto hereby represent that they have full authority to bind the Authority and the City, respectively, to the terms of this Agreement.

2.1. The Authority is carrying out the Colorado Smelter Urban Renewal Plan (the "Urban Renewal Plan"), which was approved by the City Council of the City on September 9, 2024.

2.2. The City owns the real property commonly known as Benedict Park located in Pueblo, Colorado ("Benedict Park"), which is located within the boundaries of the Urban Renewal Plan. In furtherance of the Colorado Smelter Revitalization Plan adopted by the City in October 26, 2020, the City is undertaking a project to renovate Benedict Park (the "Benedict Park Project"), with the assistance of a grant from Colorado Health Foundation.

2.3. In furtherance of the Benedict Park Project, the Authority desires to assist the City with the installation of new system lighting improvements and upgrades for Benedict Park (the "Lighting Improvements").

2.4. The Authority, finding the Benedict Park Project to be within the best interest of the Authority and the health, safety and welfare of the citizens of the City and necessary to carry out the purposes of the Urban Renewal Plan, intends to provide financial assistance to the City in order to facilitate the

2.5. Lighting Improvements with the expectation that the Authority's involvement will alleviate and prevent blight, consistent with the intent and purpose of the Colorado Urban Renewal Law, C.R.S. 31-25-101, et seq., and the Urban Renewal Plan.

SECTION 3. GRANT FUNDS. The grant amount total is $91,000.00 (the "Grant").

3.1. Disbursement. The Authority shall disburse the Grant in one payment directly to the City within 60 days after the execution of this Agreement.

3.2. Use of Grant. The City shall use the Grant solely for the Lighting Improvements.

3.3. Refund of Unused Portions of Grant. Upon the completion of the Lighting Improvements, the City shall return any unused portions of the Grant to the Authority. In the event

that the Lighting Improvements have not been completed as of December 31, 2027, any unused portions of the Grant as of that date shall be returned to the Authority.

3.4. Reports. Upon written request by the Authority, the City shall provide the Authority with a report on the City's use of the Grant and progress towards completion of the Lighting Improvements in sufficient detail to demonstrate compliance with this Agreement (each, a "Report"). Additionally, the City shall provide the Authority with a Report at the time of completion of the Lighting Improvements.

3.5. City Funds. The City shall be responsible for all aspects of the Benedict Park Project that are outside of the scope of this Agreement, including any costs associated with completing the Lighting Improvements that exceed the amount of the Grant.

SECTION 4. OBLIGATIONS OF CITY.

4.1. Quality of Construction. All Lighting Improvements shall be constructed in a good and workmanlike manner and in accordance with other planned improvements to Benedict Park in accordance with plans approved by the Pueblo Regional Building Department, and any other authority having review and approval authority over Benedict Park Project, and in accordance with all applicable laws, codes, ordinances, and design standards.

4.2. Park Improvements. The Parties acknowledge and agree that the Authority is making this Grant available to the City based on the Authority's belief that maintaining Benedict Park is critical to halting the spread of blight in the Urban Renewal Plan area. The City agrees that it will use its best efforts to complete the Benedict Park Project.

SECTION 5. REMEDIES. If any Party defaults hereunder, any non-defaulting Party may seek enforcement of the Agreement by any available remedy at law or in equity; provided, however, damages payable by the Authority shall be limited to those amounts that would have been payable under this Agreement. In no event shall either Party be liable for special, consequential, or punitive damages. In addition, any non-defaulting Party shall recover, and the defaulting Party shall pay, its reasonable costs and attorney's fees.

SECTION 6. NOTICES. Unless otherwise notified in writing by any Party, all notices required or permitted by this Agreement shall be in writing and shall be sufficiently given if delivered in person, by prepaid overnight express mail or express courier to any Party, or by certified mail, with postage prepaid and return receipt requested, and addressed to:

In the case of the Authority:
Pueblo Urban Renewal Authority
Attn: Cherish Deeg, Interim Executive Director
115 E. Riverwalk, Suite 410
Pueblo, Colorado 81003
E-mai1: cdeeg@puebloura.org

With a copy to:
Brownstein Hyatt Farber Schreck, LLP
Attn: Angela Hygh

675 15th Street, Suite 2900
Denver, Colorado 80202
E-mail: ahygh@bhfs.com

In the case of the City:

City of Pueblo
Department of Parks and Recreation
800 Goodnight Avenue
Pueblo, CO 81005

With a copy to:

City of Pueblo
Law Department
1 City Hall Place
Pueblo, CO 81003

SECTION 7. ENTIRE AGREEMENT: AUTHORITY NOT A PARTNER. The respective obligations of the Parties to this Agreement constitute the only obligations of the Parties under this Agreement. Notwithstanding any language in this Agreement or any other agreement, representation or warranty to the contrary, the Authority shall not be deemed a partner or joint venture of the City, and the Authority shall not be responsible for any debt or liability of the City.

SECTION 8. ASSIGNMENT. This Agreement or any rights or interest in this Agreement may not be assigned or transferred by either Party without the prior written approval of the other Party.

SECTION 9. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the Parties, their personal representatives, successors and assigns, but nothing herein shall permit the assignment or transfer of this Agreement without the prior written consent of the other Party.

SECTION 10. JURISDICTION AND VENUE. In the event of litigation hereunder, the Pueblo County District Court sitting without a jury shall have exclusive jurisdiction and venue over the case.

SECTION 11. AMENDMENTS. This Agreement is the entire Agreement of the Parties as to the subject matter herein and supersedes and replaces all prior agreements with respect to the subject matter herein and may be amended only in writing fully executed by the Parties.

SECTION 12. GOVERNING LAW. This Agreement shall be construed and interpreted under the laws of the State of Colorado.

SECTION 13. ENFORCED DELAY. A Party shall not be considered in breach of, or in default in, its obligations with respect to this Agreement in the event of delay in the performance of such obligations due to causes beyond its control without its fault or negligence, including but not limited to, acts of God, acts of public enemy, acts of federal or state government, acts of the other Party, acts of third parties, acts of courts, fires, floods, epidemics, quarantine restrictions, strikes,

freight embargoes, and unusually severe weather or delays of subcontractors or materialmen due to such causes, it being the purpose and intent of this provision that if such delay occurs, the time or times for performance by the Party affected by such delay shall be extended for the period of the delay. The Party seeking the benefit of this provision shall give written notice of any such delay to the other Party within 30 days after such Party knows of such delay.

SECTION 14. NO THIRD-PARTY BENEFICIARIES. The Authority shall not be obligated or liable under the terms of this Agreement to any other person or entity not a party hereto.

SECTION 15. NO WAIVER OF IMMUNITY. Nothing contained in this Agreement constitutes a waiver of either Party's sovereign immunity or governmental immunity under any applicable state law.

SECTION 16. CONSTRUCTION OF AGREEMENT. This Agreement has been arrived at by negotiation and shall not be construed against either Party hereto, or against the Party who prepared the last draft.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties have executed this PUEBLO URBAN RENEWAL AUTHORITY BENEDICT PARK LIGHTING GRANT AGREEMENT as of the 14th day of October, 2025.

AUTHORITY:

ATTEST:

PUEBLO URBAN RENEWAL AUTHORITY

By: _____
Secretary/Interim Executive Director

By: _____
Treasurer

[City Signature Page Follows]

CITY:

ATTEST:

By: _____
Marisa Stoller, City Clerk

CITY OF PUEBLO, COLORADO

By: _____
Heather Graham, Mayor

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 9, 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: AN ORDINANCE APPROVING A JOINT FUNDING AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, TO CONTINUE THE COLLECTION OF HYDROLOGIC DATA ALONG FOUNTAIN CREEK AND THE ARKANSAS RIVER AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT.

SUMMARY:

This Ordinance approves and authorizes the Mayor to sign a Joint Funding Agreement between the City of Pueblo and the U.S. Geologic Survey ("USGS") for the 2026 calendar year, to continue the collection of hydrologic data, including gaging stations and sediment data.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

Collection of Daily Suspended Sediment

The cost for operation and maintenance of the sediment monitor is shared by the City of Pueblo, Pueblo County, and Southeastern Colorado Water Activity Enterprise. The cost to the City of Pueblo is $5,866.

Collection of Streamflow Data

The USGS will operate surface-water gauges at 07099970 Arkansas River at Moffat Street and 07099973 Arkansas River Tributary above Hwy 227. Real-time data from These sites are also available on the worldwide web. The cost to the City of Pueblo for this program element is $6,053.

FINANCIAL IMPLICATIONS:

SUMMARY OF CITY OF PUEBLO/USGS
COOPERATIVE PROGRAM

Surface Water Program Element	City of Pueblo	USGS	Total
1. Operation and maintenance of the daily sediment site at Fountain Creek at Pueblo	$5,866	$1,754	$7,620
2a. Operation and maintenance of stream gage at 07099970 Arkansas River at Moffat Street	$2,329	$863	$3,192
2b. Operation and maintenance of stream gage at 07099973 Arkansas River Tributary above Hwy 227	$3,724		$3,724
Totals:	$11,919	$2,617	$14,536

Funds for implementation of this agreement are included in the Wastewater Department's 2026 budget and will come from the Professional Services Account.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

The no-action alternative would jeopardize the continuation of the collection of hydrologic data, including gaging stations and sediment data, along Fountain Creek and the Arkansas River.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. 02-09-26 Stream Gauges Attach
2. 02-09-26 Stream Cover letter
3. 02-09-26 Stream Agreement

ORDINANCE NO.

AN ORDINANCE APPROVING A JOINT FUNDING AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, TO CONTINUE THE COLLECTION OF HYDROLOGIC DATA ALONG FOUNTAIN CREEK AND THE ARKANSAS RIVER AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT.

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

SECTION 1.

The January 1, 2026, Joint Funding Agreement ("Agreement") by and between the City of Pueblo, a Colorado Municipal Corporation, and the U.S. Geological Survey, the United States Department of the Interior, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

Funds for this Agreement shall be paid from Sewer User Fees in the amount of $11,919.

SECTION 3.

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

SECTION 4.

The officers and staff of the City are authorized to perform any and all acts consistent with this Ordinance and the attached Agreement which are necessary or appropriate to implement the transactions described therein.

SECTION 5.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____
_____
_____
_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

Proposed Program for Calendar Year 2026

1. Collection of Daily Suspended Sediment

Fountain Creek is a major source of sediment to the Arkansas River. Channel aggradation of Fountain Creek and the Arkansas River downstream from Fountain Creek decreases the conveyance capacity of the river. Aggradation of the channel can also affect water levels in the alluvial aquifer of the Arkansas River valley. These data provide managers a means of assessing success of efforts to mitigate and reduce sediment transport.

An automatic suspended sediment sampler at the gage is activated by the satellite data collection platform. Samples are collected on a timed basis with extra samples collected on rises to define the suspended sediment concentration. The sampler is calibrated periodically by the field person who collects field samples using a hand sampler. The sampler will be operated from March to October and daily suspended sediment load will be computed.

Construction is expected to continue at 07106500 Fountain Creek at Pueblo during 2026. During construction, the sediment location will be temporarily relocated approximately one mile downstream at the temporary streamgage 07106510 Fountain Creek at 8th St. at Pueblo, CO.

The cost for operation and maintenance of the sediment monitor is shared by City of Pueblo, Pueblo County, and Southeastern Colorado Water Activity Enterprise. The cost to the City of Pueblo is $5,866.

2. Collection of Streamflow Data

The USGS will operate surface-water gages at 07099970 Arkansas River at Moffat Street and 07099973 Arkansas River Tributary above Hwy 227. Real-time data from these sites are also available on the world-wide web at http://wter.usgs.gov/nwis. Total cost to the City of Pueblo for this program element is $6,053.

SUMMARY OF CITY OF PUEBLO/USGS
COOPERATIVE PROGRAM

	Program Element	City of Pueblo	USGS	Total	Surface-water Prioritization[1]
1.	Operation and maintenance of daily sediment site at Fountain Creek at Pueblo[2]	$5,866	$1,754	$7,620	--
2a.	Operation and maintenance of stream gage at 07099970 Arkansas River at Moffat Street[3]	$2,329	$863	$3,192	MEDIUM
2b.	Operation and maintenance of stream gage at 07099973 Arkansas River Tributary above Hwy 227.[3]	$3,724	--	$3,724	VERY LOW
	Totals	$11,919	$2,617	$14,536	

[1]Surface-water prioritization USGS match percentage: Medium=27.0%. Very Low receives no Cooperative Matching Funds.
[2]Operation and maintence shared equally by two other cooperators under separate agreements; Southeastern Colorado Water Activity Enterprise and Pueblo County.
[3] Operation and maintenance shared equally by six other cooperators under separate agreements; St. Charles Mesa Water District, Pueblo Board of Water Works, City of Aurora, Southeastern Colorado Water Activity Enterprise, Colorado Springs Utilities, and the City of Fountain.
[4] Operation and maintenance shared equally by five other cooperators under separate agreements: Pueblo Board of Water Works, City of Fountain, City of Aurora, Colorado Springs Utilities, and Southeastern Colorado Water Ativity Enterprise.

United States Department of the Interior

U.S. GEOLOGICAL SURVEY
Colorado Water Science Center
Southeast Colorado Office
201 E. 9th Street
Pueblo, CO 81003
(719) 562-2840

November 14, 2025

Ms. Heather Graham
City Mayor
City of Pueblo
1 City Hall Place
Pueblo, CO 81003

Dear Ms. Graham:

Enclosed is an original Joint Funding Agreement (JFA) between the City of Pueblo and the U.S. Geological Survey (USGS) for calendar year 2026 to continue the collection of hydrologic data including gaging stations and sediment data, as described in the attachment. The total program is $14,536 which includes $11,919 from the City of Pueblo, and $2,617 provided by USGS Cooperative Matching Funds (CMF) as listed in the table below:

City of Pueblo	USGS Cooperative Matching Funds	Total
$11,919	$2,617	$14,536

Work performed with funds from this agreement will be conducted on a fixed-price basis. The results of all work under this agreement will be available for publication by the U.S. Geological Survey. If this program is satisfactory, please sign and return to Meghan Patterson at mpatterson@usgs.gov and Dustin Ethredge at ethredge@usgs.gov.

USGS policy requires us to obtain approval from our Regional Director to conduct work without a signed agreement. To assist us in complying with this policy, we request that you return the signed agreement within two weeks. We appreciate whatever special effort you and others in your organization will make to respond to this request. If you have questions or concerns with this agreement please contact me at 719-568-2829 or Meghan Patterson at 720-456-5081.

Sincerely,

DUSTIN ETHREDGE Digitally signed by DUSTIN ETHREDGE
Date: 2025.11.14 11:49:43 -07'00'

Dustin Ethredge
Supervisory Hydrologic Technician

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR WATER RESOURCES INVESTIGATIONS

Customer No: 6000001058
Agreement No: 26REJFACO 202
Project No:
TIN #: 846000615

Fixed Cost Agreement [X] Yes [ ] No

THIS AGREEMENT is entered into as of the **1st day** of **January, 2026** by the U.S. GEOLOGICAL SURVEY, Colorado Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the **City of Pueblo,** party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation Water Resource Investigations , **collection of hydrologic data including gaging stations and sediment data**, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) includes In-Kind Services in the amount of $**0.00**.

(a) **$2,617.00** by the party of the first part during the period **January 1, 2026** to **December 31, 2026**

(b) **$11,919.00** by the party of the second part during the period **January 1, 2026** to **December 31, 2026**

(c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of:

$0.00 Description of USGS regional/national program: **NA**

(d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

(e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the scope of work are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (https://www.usgs.gov/about/organization/science-support/science-quality-and-integrity/fundamental-science-practices).

9. Billing for this agreement will be rendered **semi-annually (in September and December)**. Invoices not paid within 60 days from date of bill will bear Interest, Penalties, and Administrative costs as the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. 3717) established by the U.S. Treasury.

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR WATER RESOURCES INVESTIGATIONS

Customer No: 6000001058
Agreement No: 26REJFACO 202
Project No:
TIN #: 846000615
Fixed Cost Agreement [X] Yes [ ] No

USGS Technical Point of Contact
Name: Dustin Ethredge
Title: Supervisory Hydrologic Technician
Address: 201 E. 9th St.
City/State/Zip: Pueblo, CO 81003
Telephone: 719-568-2829
Fax: 719-544-2463
Email: ethredge@usgs.gov

Customer Technical Point of Contact
Name: Andra Ahrens
Title: Interim Wastewater Director
Address: 1300 South Queens Avenue
City/State/Zip: Pueblo, CO 81001
Telephone: 719-553-2896
Fax:
Email: aahrens@pueblo.us

USGS Billing Point of Contact
Name: Meghan Patterson
Title: Budget Analyst
Address: Denver Federal Center, MS-415, Building 53
City/State/Zip: Lakewood, CO 80225
Telephone: 720-456-5081
Fax: 303-236-4912
Email: mpatterson@usgs.gov

Customer Billing Point of Contact
Name: Heather Graham
Title: City Mayor
Address: City of Pueblo, 1 City Hall Place
City/State/Zip: Pueblo, CO 81003
Telephone: 719-553-2655
Fax:
Email: HGraham@pueblo.us

U.S. Geological Survey
United States
Department of Interior

SIGNATURE

By: BRANDON FORBES Digitally signed by BRANDON FORBES Date: 2026.01.08 05:56:14 -07'00' Date:_____
Name: (Acting for) David M. Ely
Title: Director, CWSC/USGS

City of Pueblo

SIGNATURES

By:_____Date:_____
Name: Heather Graham
Title: City Mayor

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 9, 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 A MODIFICATION TO THE SUPPLEMENTAL ENVIRONMENTAL PROJECT (SEP) AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT FOR THE PURPOSE OF DEVELOPING A HOUSEHOLD HAZARDOUS WASTE PROGRAM, AND AUTHORIZING THE MAYOR TO EXECUTE THE MODIFICATION

SUMMARY:

This proposed Ordinance approves a modification to the Supplemental Environmental Project (SEP) Agreement between the City of Pueblo and the Colorado Department of Public Health and Environment (CDPHE) dated January 30, 2023, and authorizes the Mayor to execute the modification.

PREVIOUS COUNCIL ACTION:

City Council approved Ordinance No. 10761 on August 26, 2024, approving and ratifying the Supplemental Environmental Project Agreement and an amendment to the Agreement and accepting, budgeting, and appropriating funds for the project.

BACKGROUND:

The City has requested to modify the project work plan (schedule) related to the Supplemental Environmental Project (SEP). This Ordinance will formalize a modification to the original agreement to update the specific task due dates and extend the final project completion deadline to January 31, 2029.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Failing to approve this Ordinance will preclude the City of Pueblo from modifying the project schedule and place the City out of compliance with the current agreement.

RECOMMENDATION:

Recommend approval of this Ordinance.

ATTACHMENTS:

1. Mod_2 - HHW SEP Agreement (260116)

ORDINANCE NO.

AN ORDINANCE APPROVING A MODIFICATION TO THE SUPPLEMENTAL ENVIRONMENTAL PROJECT (SEP) AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT FOR THE PURPOSE OF DEVELOPING A HOUSEHOLD HAZARDOUS WASTE PROGRAM, AND AUTHORIZING THE MAYOR TO EXECUTE THE MODIFICATION

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

SECTION 1.

- The Modification to the Supplemental Environmental Project (SEP) Agreement between the City of Pueblo, a Municipal Corporation, and the Colorado Department of Public Health and Environment, relating to the establishment of a Household Hazardous Waste Collection program ("Modification"), a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is authorized to execute and deliver the Modification in the name of the City.

SECTION 3.

The officers of the City are authorized to perform any and all acts consistent with this Ordinance and Modification to implement the policies and procedures described herein. Furthermore, all actions previously taken by officers and staff of the City consistent with the agreement are hereby ratified.

SECTION 4.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

Third-Party Liable Supplemental Environmental Project (SEP) Modification Request

Third Party Liable (Revised 6/16/2023)

Document is completed by the third-party SEP administrator.

The third-party SEP administrator submits the following SEP modification request to the Colorado Department of Public Health and Environment (the department) for consideration. If the modification is approved, it shall be signed by appropriate representatives of both the SEP administrator and the department and shall serve to modify the existing SEP agreement for the project at issue. All terms of the existing SEP agreement, not directly addressed through the amendment(s) below, remain in full force and effect.

Enforcement action information

Regulated entity name: The Pueblo Chemical Agent Destruction Pilot Plant (PCAPP)
Enforcement case no.: 22-05-10-01 & 22-05-10-02

Third party SEP administrator

Andrew Hayes, Director of Public Works
City of Pueblo
211 E. D Street
Pueblo, CO 81003
719-553-2295
ahayes@pueblo.us

Robert Banham, Solid Waste Coordinator City of Pueblo
211 E. D Street Pueblo, CO 81003
719-553-2748
rbanham@pueblo.us

Project title

Pueblo Household Hazardous Waste Year-Round Collection Facility

Basis for modification request

The City of Pueblo requests to modify the “Project work plan” section of the current SEP Agreement dated January 30, 2023, as indicated below. The Pueblo Recycle Works Facility located at 1595 Stockyard Road, Pueblo Colorado has had significant delays to implementing the HHW collection process due to staffing shortage issues and Electrical Engineering design/construction delays. An HHW collection bid was advertised on October 7,2025 and opened October 30, 2025, with only one bidder submitting a bid. The bid prices submitted are approximately double what a nearby county is currently being charged. The City of

Pueblo request to rebid the HHW collection early January 2026 with two other potential bidders stating interest.

SEP agreement sections as modified

Project work plan

Please specify project activities or deliverables below, as well as completion dates associated with project milestones and reports. Status reports are required biannually for projects 1 year in duration or longer. For projects under one year, a status report is required approximately half way through the project. Add rows as needed.

CDPHE will be adding in two additional reporting requirements, a Quarterly Status report due on April 15, 2026 and a Biannual Status Report due July 15, 2026. CPHE is also adding a Progress Review Meeting on August 1, 2026.

Activities / Deliverables	Staff responsible	Due date
SEP Payment from Regulated Entity to Third Party SEP Administrator	Todd Ailes - Project Manager Bechtel National, Inc.	Within 30 days of the effective date of the Consent Order
Proposed implementation start date	City of Pueblo	March 1, 2023
Hire and train 0.5 FTE staff	City of Pueblo	Ongoing through ~~December 31, 2025~~ December 31, 2026
Start bid process for HHW transportation vendor	City of Pueblo	~~April 1, 2024~~ January 27, 2026
Quarterly status report due	City of Pueblo	April 15, 2026
Construct concrete slab (provide photos)	City of Pueblo	~~May 1, 2024~~ 2/1/2025
Award Vendor for HHW transportation	City of Pueblo	~~June 1, 2024~~ March 9, 2026

Procure Safety PPE, storage totes, etc.	City of Pueblo	~~July 1, 2024~~ June 30, 2026
Biannual status report due	City of Pueblo	~~May 1, 2024~~ July 15, 2026
Progress Review Meeting*	City of Pueblo + CDPHE	August 1, 2026
Procure and install HHW Storage Building (Provide photos)	City of Pueblo	~~July 1, 2024~~ March 27, 2025
HHW Collection Start	City of Pueblo	~~August 1, 2024~~ April 1, 2026
Biannual status report due	City of Pueblo	~~November 1, 2024~~ November 1, 2026
Biannual status report due	City of Pueblo	~~May 1, 2025~~ May 1, 2027
Biannual status report due	City of Pueblo	~~November 1, 2025~~ November 1, 2027
Project completion date	City of Pueblo	~~December 31, 2025~~ December 31, 2028
SEP completion report due	City of Pueblo	~~December 31, 2025~~ 1/31/2029

*At the progress review meeting CDPHE and the City of Pueblo will discuss if there is substantial movement towards project execution. If the project remains stagnant, CDPHE will discuss steps for the return of enforcement fine funds. CDPHE will consider that substantial movement towards project execution has occurred when a transportation vendor contract is awarded and HHW has started or will start by the specified deadline.

Budget Discussion

Modifying the “Project work plan” will allow the City of Pueblo to rebid the HHW transportation bid which should produce more competitive pricing. This will ultimately allow for much longer HHW collection time with the current funding provided under this grant.

This modification will adjust the due dates for project benchmarks and requested status reports.

This section to be completed in the event of an approved SEP modification only.

I, Heather Graham, Mayor certify on the behalf of the City of Pueblo that the City of Pueblo approved the above modifications to the SEP Agreement.

Signed and dated

Heather Graham, Mayor

City of Pueblo

Department use only

This SEP modification has been reviewed and approved by the Colorado Department of Public Health and Environment.

Colleen Brisnehan

Digitally signed by Colleen Brisnehan
Date: 2026.01.16 12:27:57 -07'00'

Signed and dated

Colleen Brisnehan, Hazardous Waste Program Manager

Hazardous Materials and Waste Management Division

Colorado Department of Public Health and Environment

Parodi, Christina

Digitally signed by Parodi, Christina
Date: 2026.01.16 12:09:37 -07'00'

Christina Parodi, Supplemental Environmental Projects Coordinator,

Division of Environmental Health & Sustainability

Colorado Department of Public Health and Environment

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 9, 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: AN ORDINANCE APPROVING THE ST. CHARLES INDUSTRIAL PARK, FILING NO. 4 SUBDIVISION

SUMMARY:

The applicant is requesting to re-subdivide approximately 469.72-acres of land west of Interstate 25, north of Lime Rd. and east of CS Wind, into 2 Lots and Parcel A for future industrial development.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The City of Pueblo is requesting to resubdivide 469.72-acres of land located west of Interstate 25, north of Lime Rd., and east of CS Wind, into 2 lots and 1 parcel for future industrial development. The land is currently subdivided as one lot of record in the St. Charles Industrial Park Subdivision, Filing No. 3. This existing Lot is divided into three parcels, two of which are owned by the City of Pueblo, and the third is owned by the Pueblo Municipal Rail Corp. The northeast parcel contains a portion of the Big Horn solar array. The northwest parcel contains a portion of active railroad tracks that serves the surrounding industrial park located west of the proposed subdivision. The remaining land is undeveloped. The applicant intends to resubdivide the existing Lot to maintain the City's solar lease, protect and provide for rail service, and allocate the remaining land to be developed for industrial use.

The proposed St. Charles Industrial Park, Filing No. 4 Subdivision consists of Lot 1, Lot 2, and Parcel A. Lot 1 contains 154.74 acres of land and a 100' access easement. It serves to provide a subdivided lot for the existing Big Horn solar array. Lot 2 contains 297.53 acres of land and is intended to be developed for future industrial purposes. Both Lots 1 and 2 meet minimum lot size and width requirements of the I-3 Zone District, and both front a public street to ensure access and connectivity. Finally, Parcel

A is a 17.434-acre strip of land that runs north-south along the western portion of the proposed resudubdivision. This Parcel contains the aforementioned railroad tracks and is dedicated to the Pueblo Municipal Rail Corporation and its successors for perpetual use to ensure services will continue to users in this area.

The City of Pueblo will be undertaking some public improvements as part of this subdivision and in anticipation of future development. These improvements include Wastewater infrastructure upgrades and the realignment, widening, and repair of Lime Rd.

FINANCIAL IMPLICATIONS:

Council has previously budgeted and appropriated funds for the design of required public improvements with Ordinance 11066. Funds for construction of the improvements will be requested for appropriation in a future ordinance once construction estimates are determined.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their January 14, 2026 Regular Meeting, voted 6-0 to recommend approval.

STAKEHOLDER PROCESS:

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

ALTERNATIVES:

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

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

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. S-25-07 Attachments

ORDINANCE NO.

AN ORDINANCE APPROVING THE ST. CHARLES INDUSTRIAL PARK, FILING NO. 4 SUBDIVISION

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

SECTION 1.

The final plat of the St. Charles Industrial Park, Filing No. 4, being a subdivision of land legally described as:

A Parcel of land located in the northeast one-quarter of Section 1, Township 22 South, Range 65 West, the east one-half of Section 36, Township 21 South, Range 65 West, the north west one quarter of Section 6, Township 22 South, Range 64 West, and Section 31 Township 21 South, Range 64 West. the 6th P.M. in the County of Pueblo and State of Colorado and being more particularly described as follows:

Basis of Bearings is the north line of Section 36, monumented on the west with a found 3 ¼" aluminum cap stamped with P.L.S. No. 33200 and monumented on the east with a found 3 ¼" aluminum cop stamped with P.L.S. No. 3.3200, to bear N. 8919'04" W. and all bearings being relative thereto.

A resubdivision of all of Lot 1 according to the recorded plat of ST. CHARLES INDUSTRIAL PARK, FILING NO. 3 as filed for record in the office of the Pueblo County Clerk and Recorder on August 17, 2023 at Reception No. 2321354.

Containing 469.72 acres, more or less.

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

SECTION 2.

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

SECTION 3.

Neither the adoption of this Ordinance nor the requirements imposed hereby shall create any duty or obligation of any person, firm, corporation or other entity with regard to the enforcement or nonenforcement of this Ordinance or the City's Subdivision Ordinances and regulations. No person, firm, corporation or other entity shall have any private right of action,

claim or demand against the City or its officers, employees or agents, for any injury, damage or liability arising out of or in any way connected with the adoption, enforcement, or nonenforcement of this Ordinance or the Subdivision Ordinance and Regulations of the City, or the engineering, surveying, drainage improvement or other work or improvements required thereby. Nothing in this Ordinance or in the City's subdivision Ordinances and regulations shall create or be construed to create any claim, demand or liability against the City or its officers, employees or agents, or to waive any of the immunities, limitations on liability, or other provisions of the Colorado Governmental Immunity Act, Section 24-l0-l0l, et seq. Colorado Revised Statutes, or to waive any immunities or limitations on liability otherwise available to the City or its officers, employees or agents.

SECTION 4.

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

SECTION 5.

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

SECTION 6.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

ST. CHARLES INDUSTRIAL PARK, FILING NO. 4

A PARCEL OF LAND LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 1, TOWNSHIP 22 SOUTH, RANGE 65 WEST, THE EAST ONE-HALF OF SECTION 36, TOWNSHIP 21 SOUTH, RANGE 65 WEST, THE NORTHWEST ONE-QUARTER OF SECTION 6, TOWNSHIP 22 SOUTH, RANGE 64 WEST, AND SECTION 31, TOWNSHIP 21 SOUTH, RANGE 64 WEST, THE 6TH P.M. IN THE COUNTY OF PUEBLO AND STATE OF COLORADO

– DEDICATION –

KNOW ALL MEN BY THESE PRESENTS: That CITY OF PUEBLO, a Colorado Municipal Corporation and PUEBLO MUNICIPAL RAIL CORPORATION, a Colorado Non-Profit Corporation being sole owners of the following property:

A Parcel of land located in the northeast one-quarter of Section 1, Township 22 South, Range 65 West, the east one-half of Section 36, Township 21 South, Range 65 West, the northwest one-quarter of Section 6, Township 22 South, Range 64 West, and Section 31, Township 21 South, Range 64 West, the 6th P.M. in the County of Pueblo and State of Colorado and being more particularly described as follows:

Basis of Bearings is the north line of Section 36, monumented on the west with a found 3 ¼" aluminum cap stamped with P.L.S. No. 33200 and monumented on the east with a found 3 ¼" aluminum cap stamped with P.L.S. No. 33200, to bear N. 89°19'04" W. and all bearings being relative thereto.

A resubdivision of all of Lot 1 according to the recorded plat of ST. CHARLES INDUSTRIAL PARK, FILING NO. 3 as filed for record in the office of the Pueblo County Clerk and Recorder on August 17, 2023 at Reception No. 2321354.

Containing 469.72 acres, more or less.

Has caused the aforegoing described property to be surveyed, platted and subdivided into lots and a parcel, the same to be numbered, platted, subdivided, dimensioned and named as shown on the annexed plat, for the purpose of creating a subdivision to be known as ST. CHARLES INDUSTRIAL PARK, FILING NO. 4.

Parcel A is declared for lead track purposes and hereby dedicated to Pueblo Municipal Rail Corporation and its successors for perpetual use.

Lots 1 and 2 will require a drainage report at time of any commercial site plan review. No building permit may be issued until the drainage report has been approved by the Director of Stormwater and any required easements and the Stormwater Facility Maintenance Agreement are recorded in the office of the Pueblo County Clerk and Recorder of Pueblo County, Colorado.

IN WITNESS WHEREOF, Heather Graham, Mayor of the City of Pueblo, a Colorado Municipal Corporation, sets his hand and seal this _____, day of _____ , 20_____A.D.:

CITY OF PUEBLO
a Colorado Municipal Corporation

_____
Heather Graham, Mayor of the City of Pueblo

ATTEST:

_____
Marisa Stoller, City Clerk

APPROVED AS TO FORM:

_____
Carla L, Sikes, City Attoney

STATE OF COLORADO)
)SS
COUNTY OF PUEBLO)

The foregoing instrument was acknowledged before me this _____ day of _____ , 20____ A.D., by Heather Graham, Mayor of City of Pueblo, a Colorado Municipal Corporation.

WITNESS my hand and official seal

My Commission Expires: _____.

_____
Notary Public

IN WITNESS WHEREOF, Andrew Hayes, President of the Pueblo Municipl Rail Corporation, a Colorado Non-Profit Corporation, sets his hand and seal this _____, day of _____ , 20_____A.D.:

PUEBLO MUNICIPAL RAIL CORPORATION
a Colorado Non-Profit Corporation

_____
Anderw Hayes, President

STATE OF COLORADO)
)SS
COUNTY OF PUEBLO)

The foregoing instrument was acknowledged before me this _____ day of _____ , 20____ A.D., by Andrew Hayes, President of Pueblo Municipal Rail Corporation, a Colorado Non-Profit Corporation.

WITNESS my hand and official seal

My Commission Expires: _____.

_____
Notary Public

– SURVEYOR'S CERTIFICATION –

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

Date: _____

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

By: _____
Michael Leland Cuppy,
Colorado Registered Professional
Land Surveyor No. 38485

For and on Behalf of
NorthStar Engineering and Surveying, Inc.

– IMPROVEMENT CERTIFICATION –

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

_____ _____
Director of Public Works Date

– PLANNING COMMISSION CERTIFICATION –

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

_____ _____
Chairperson Planning Commission Date

– NOTICE –

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

* * * * * * * * * * * * * * * *

– APPROVAL FOR RECORDING –

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

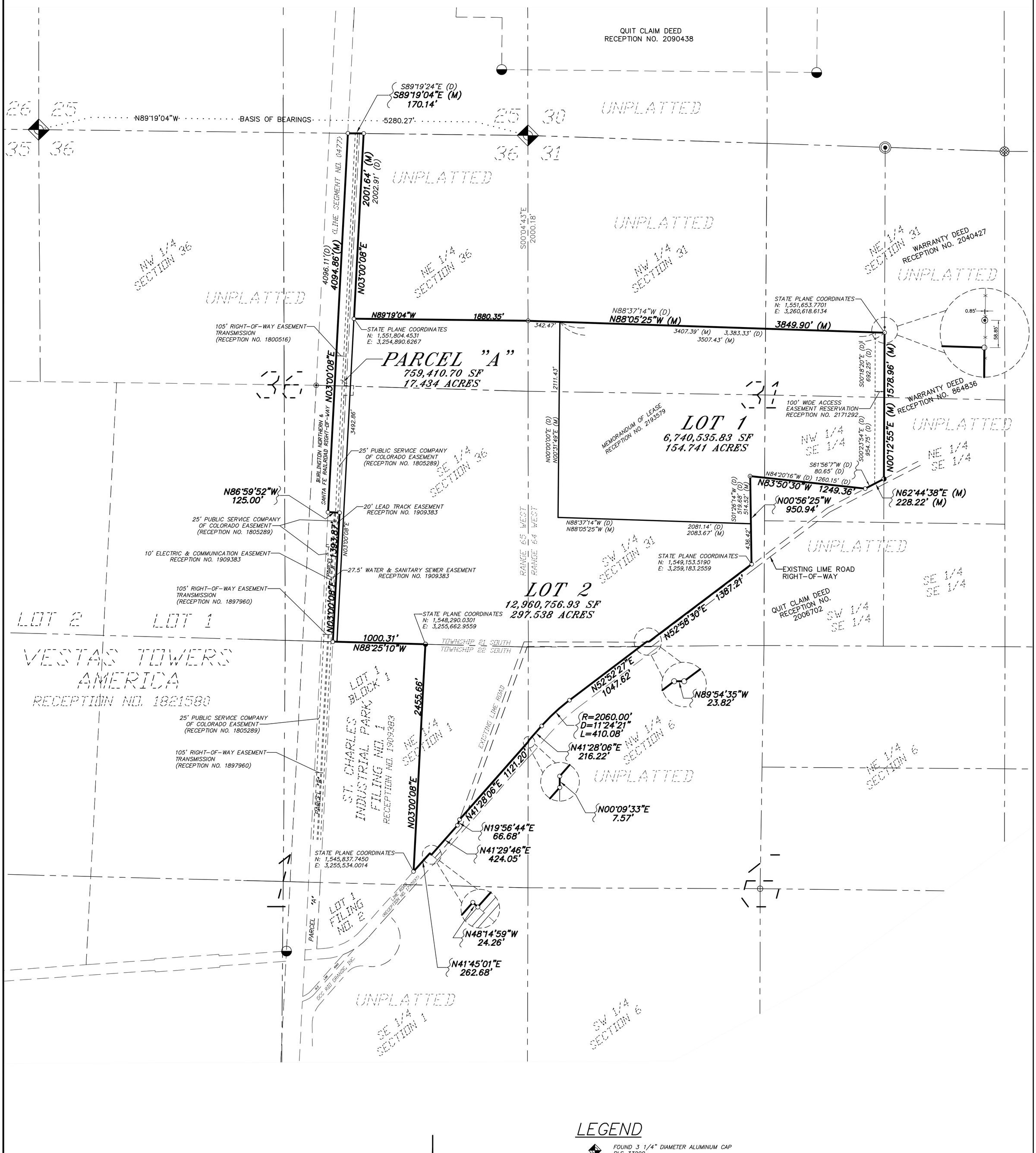
This is to certify that the plat of ST. CHARLES INDUSTRIAL PARK, FILING NO. 4 has been approved for recording in the office of the Pueblo County Clerk and Recorder of Pueblo County, Colorado.

_____ _____
City Clerk Date

PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

ST. CHARLES INDUSTRIAL PARK, FILING NO. 4

A PARCEL OF LAND LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 1, TOWNSHIP 22 SOUTH, RANGE 65 WEST, THE EAST ONE-HALF OF SECTION 36, TOWNSHIP 21 SOUTH, RANGE 65 WEST, THE NORTHWEST ONE-QUARTER OF SECTION 6, TOWNSHIP 22 SOUTH, RANGE 64 WEST, AND SECTION 31, TOWNSHIP 21 SOUTH, RANGE 64 WEST, THE 6TH P.M. IN THE COUNTY OF PUEBLO AND STATE OF COLORADO



SCALE: 1" = 500'

0 250' 500' 1000'

BASIS OF BEARINGS

THE NORTH SECTION LINE OF SECTION 36, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M. BEARS N. 89°19'04" W.

LEGEND

- FOUND 3 1/4" DIAMETER ALUMINUM CAP PLS 33200
- FOUND 2 1/2" DIAMETER ALUMINUM CAP, PLS 16128
- FOUND NO. 4 REBAR WITH PLASTIC CAP, PLS 20052
- FOUND NO.4 REBAR WITH PLASTIC CAP, PLS 12933
- FOUND NO. 6 REBAR NO CAP
- FOUND NO. 4 REBAR NO CAP
- FOUND 60D NAIL
- FOUND 1" DIA. IRON ROD
- SET NO. 4 REBAR WITH PLASTIC CAP L.S. 38485

(D) DEED

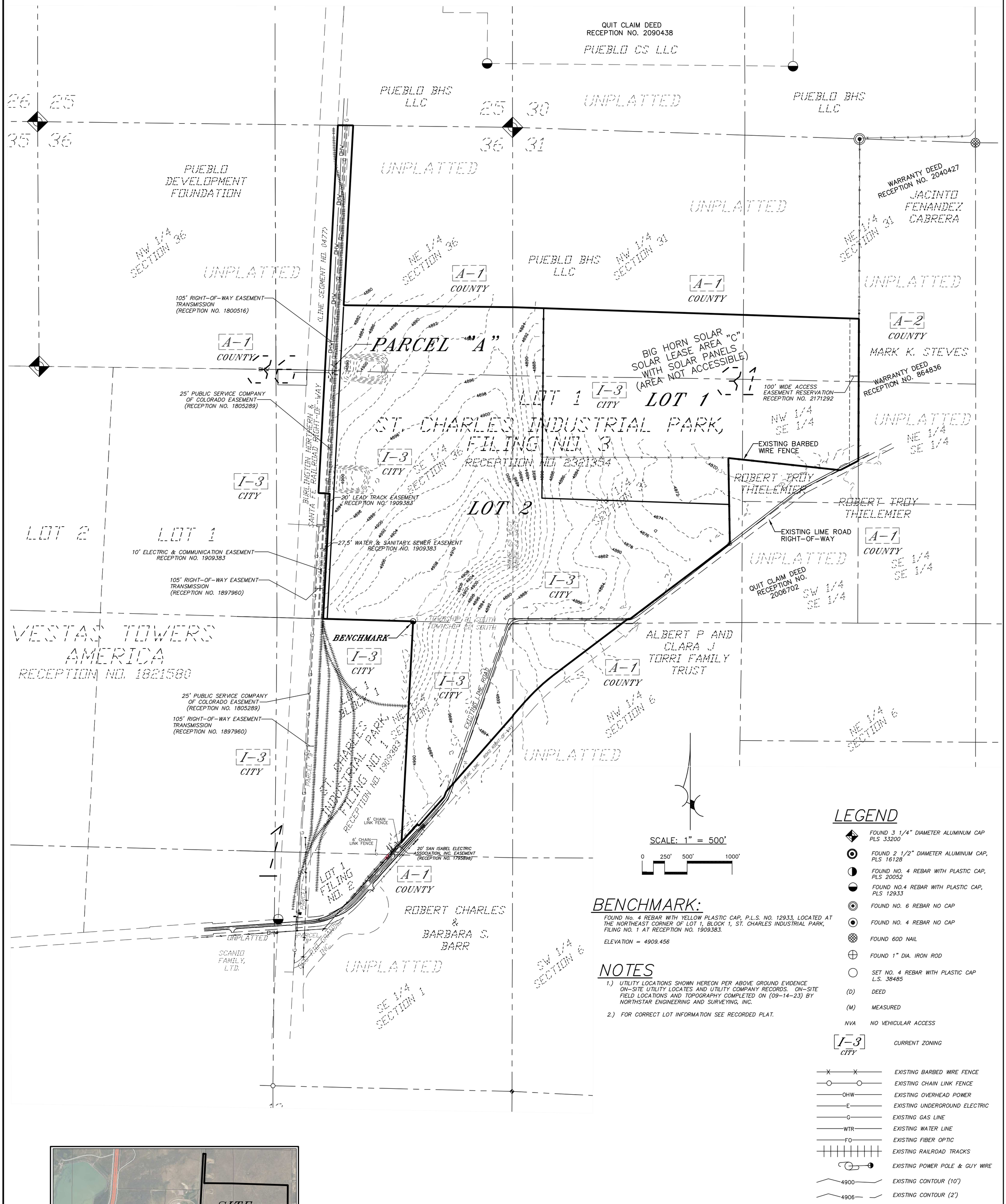
(M) MEASURED

NVA NO VEHICULAR ACCESS

PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

SUPPLEMENTAL MAP OF:
ST. CHARLES INDUSTRIAL PARK, FILING NO. 4

A PARCEL OF LAND LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 1, TOWNSHIP 22 SOUTH, RANGE 65 WEST, THE EAST ONE-HALF OF SECTION 36, TOWNSHIP 21 SOUTH, RANGE 65 WEST, THE NORTHWEST ONE-QUARTER OF SECTION 6, TOWNSHIP 22 SOUTH, RANGE 64 WEST, AND SECTION 31, TOWNSHIP 21 SOUTH, RANGE 64 WEST, THE 6TH P.M. IN THE COUNTY OF PUEBLO AND STATE OF COLORADO



LEGEND

- FOUND 3 1/4" DIAMETER ALUMINUM CAP PLS 33200
- FOUND 2 1/2" DIAMETER ALUMINUM CAP, PLS 16128
- FOUND NO. 4 REBAR WITH PLASTIC CAP, PLS 20052
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- FOUND NO. 6 REBAR NO CAP
- FOUND NO. 4 REBAR NO CAP
- FOUND 60D NAIL
- FOUND 1" DIA. IRON ROD
- SET NO. 4 REBAR WITH PLASTIC CAP L.S. 38485
- (D) DEED
- (M) MEASURED
- NVA NO VEHICULAR ACCESS
- [I-3 CITY] CURRENT ZONING
- EXISTING BARBED WIRE FENCE
- EXISTING CHAIN LINK FENCE
- OHW EXISTING OVERHEAD POWER
- E EXISTING UNDERGROUND ELECTRIC
- G EXISTING GAS LINE
- WTR EXISTING WATER LINE
- FO EXISTING FIBER OPTIC
- EXISTING RAILROAD TRACKS
- EXISTING POWER POLE & GUY WIRE
- 4900 EXISTING CONTOUR (10')
- 4906 EXISTING CONTOUR (2')

BENCHMARK:

FOUND No. 4 REBAR WITH YELLOW PLASTIC CAP, P.L.S. NO. 12933, LOCATED AT THE NORTHEAST CORNER OF LOT 1, BLOCK 1, ST. CHARLES INDUSTRIAL PARK, FILING NO. 1 AT RECEPTION NO. 1909383.

ELEVATION = 4909.456

NOTES

1.) UTILITY LOCATIONS SHOWN HEREON PER ABOVE GROUND EVIDENCE ON-SITE UTILITY LOCATES AND UTILITY COMPANY RECORDS. ON-SITE FIELD LOCATIONS AND TOPOGRAPHY COMPLETED ON (09-14-23) BY NORTHSTAR ENGINEERING AND SURVEYING, INC.

2.) FOR CORRECT LOT INFORMATION SEE RECORDED PLAT.

VICINITY MAP
NOT TO SCALE

PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

PREPARED UNDER THE DIRECT SUPERVISION OF MICHAEL LELAND CUPPY, PROFESSIONAL LAND SURVEYOR COLORADO REGISTRATION NO. 38485

SUBDIVIDED BY: CITY OF PUEBLO
A MUNICIPAL CORPORATION

ENGINEERS AND SURVEYORS: NORTHSTAR ENGINEERING AND SURVEYING, INC.
111 E. 5TH STREET
PUEBLO, COLORADO

AUGUST 25, 2025

JN 2000101

SHEET 1 OF 1

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

James Salazar

MINUTES OF REGULAR MEETING
City of Pueblo, Colorado
Wednesday, January 14, 2026, 3:30 p.m.
City Council Chambers, 1 City Hall Place

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

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

Commissioners Absent: James Salazar

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

Staff Members Absent: None

Approval of the Agenda: Bailey moved to amend the agenda, continuing items Z-25-20 and S-25-06, 2026, meeting to the February 11, 2026, meeting and approve the agenda as amended, seconded by Spinuzzi.

Motion Passed: 6-0.

Public Meeting: NA

Public Hearing:

S-25-07 Subdivision: St. Charles Industrial Park Filing No. 4, a resubdivision of 469.72 acres located west of Interstate 25 and north of Lime Rd into 2 lots and 1 parcel for future industrial development. Staff Report by Hannah Prinzi, Planner. *Continued from December 10, 2025.*

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

Commission Action: Bailey moved to recommend the rezone application with 4 staff conditions and forward to City Council, seconded by Boston.

Motion Passed: 6-0.

city of PUEBLO colorado

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: Beritt Odom, Director Planning and Community Development

CC: Jonell Gist, Administrative Technician
Cindy Capritta, Land Use Technician
Subdivision File

FROM: Joe Martellaro, Associate Engineer II

SUBJECT: S-25-07 St. Charles Industrial Park, Filing No. 4

DATE: January 20, 2026

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

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

James Salazar

S-25-07

January 14th, 2025

TO:	City of Pueblo Planning and Zoning Commission
FROM:	Hannah Prinzi, Planner
THROUGH:	Beritt Odom, Director of Planning and Community Development
SUBJECT:	St. Charles Industrial Park Subdivision, Filing No. 4
APPLICANT:	Andrew Hayes, City of Pueblo Public Works Director
PROPERTY OWNER:	City of Pueblo and the Pueblo Municipal Rail Corp
LOCATION:	Generally west of Interstate 25 and north of Lime Rd. near CS Wind
CONCURRENT REQUESTS:	N/A

REQUEST:
Resubdivide 469.72 acres of land west of Interstate 25, north of Lime Rd. and east of CS Wind, into 2 Lots and Parcel A for future industrial development.

BACKGROUND AND ANALYSIS:

The City of Pueblo is requesting to resubdivide 469.72 acres of land located west of Interstate 25, north of Lime Rd., and east of CS Wind, into 2 lots and 1 parcel for future industrial development. The land is currently subdivided as one lot of record in the St. Charles Industrial Park Subdivision, Filing No. 3. This existing Lot is divided into three parcels, two of which are owned by the City of Pueblo, and the third is owned by the Pueblo Municipal Rail Corp. All parcels are within a Heavy Industrial (I-3) Zone District. The northeast parcel contains a portion of the Big Horn solar array. The northwest parcel contains a portion of active railroad tracks that serves the surrounding industrial park located west of the proposed subdivision. The remaining land is undeveloped. The applicant intends to resubdivide the existing Lot to maintain the City's solar lease, protect and provide for rail service, and allocate the remaining land to be developed for industrial use.

The proposed St. Charles Industrial Park, Filing No. 4 Subdivision consists of Lot 1, Lot 2, and Parcel A. Lot 1 contains 154.74 acres of land and a 100' access easement. It serves to provide a subdivided lot for the existing Big Horn solar array. Lot 2 contains 321.003 acres of land and is intended to be developed for future industrial purposes. Both Lots 1 and 2 meet minimum lot size and width requirements of the I-3 Zone District, and both front a public street to ensure access and connectivity. Finally, Parcel A is a 17.434-acre strip of land that runs north-south along the western portion of the proposed resudubdivision. This Parcel contains the aforementioned railroad tracks and is dedicated to the Pueblo Municipal Rail Corporation and its successors for perpetual use to ensure services will continue to users in this area.

The City of Pueblo will be undertaking some public improvements as part of this subdivision and in anticipation of future development. These improvements include Wastewater infrastructure upgrades and the realignment, widening, and repair of Lime Rd. Currently, a portion of Lime Rd runs north and then sharply turns east. The

resubdivision will straighten this portion of the road. Any developer who purchases Lot 2 will need to bring additional services to their site. This includes a drainage report and other requirements from the City's Stormwater Utility, as conditioned below.

APPLICABLE REGULATIONS:

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

RECOMMENDED MOTION:

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

Requests for Modifications to Requirements:	Not Applicable
Request for Deferred Filings	Not Applicable
Plat Deficiencies:	Not Applicable
Conditions of Approval: (Unless otherwise noted, all conditions of approval must be completed prior to the case being scheduled for City Council hearing.)	The Stormwater Department is requesting the following conditions: 1. Provide a signed and stamped drainage letter for subdivision. The drainage letter shall cover the following: a. Lots 1 & 2 require a drainage report for detention and water quality at the time of site development before any building permits are issued as outlined in the plat dedication. b. Identify any drainage easements that may be needed for cross-lot drainage and ultimate conveyance. c. Anything else the engineer of record may find appropriate to identify in the letter to ensure the general spirit and intent of the subdivision code is being met (Ensure lots are developable with any provisions and requirements outlined). 2. See redlined plat and add the following dedication statement: a. "Lot 1 & 2 will require a drainage report at time of any commercial site plan review. No building permit may be issued until the drainage report has been approved by the Director of Stormwater and any required easement and the Stormwater Facility Maintenance Agreement are recorded in the Office of the Pueblo County Clerk and Recorder of Pueblo County, Colorado. The Public Works Department is requesting the following conditions: 1. The title commitment must be submitted prior to being placed on the City Council Agenda.

SITE CHARACTER AND COMPATIBILITY:

Site Character: The subject property is largely undeveloped and contains native vegetation. A portion of the Big Horn Solar Array is located in the northeast section of the site, and railroad tracks are located along the western portion of the site.

Neighborhood Compatibility:

North: Unplatted land in the County; Big Horn Solar Array
East: Unplatted land in the County; largely undeveloped
South: Unplatted land in the County; undeveloped
West: Heavy Industrial (I-3) Zone District; Vossloh North America Manufacturing, CR Minerals Company, and CS Wind Manufacturing

Comprehensive Plan Compliance: The subject site is designated by the Pueblo Regional Comprehensive Plan, 2022, as Transportation-Dependent Industry.

The Transportation-Dependent Industry classification calls for primary land uses of manufacturing, heavy industry, agricultural processing, transportation, and utilities with secondary land uses of outdoor storage, utility facilities, and limited support services. The intent of the resubdivision to facilitate future industrial development – meets the characteristics of the Transportation-Dependent Industry classification.

The land to the north, and west are also designated as Transportation-Dependent Industry. The land to the west across Lime Rd is designated as Rural Ranch.

ABILITY TO COMPLY WITH THE ZONE DISTRICT REGULATIONS:

Minimum lot size and width: All lots meet minimum lot size and width requirements of the I-3 Zone District, and both lots front a public street to ensure access.

Heavy Industry (I-3) Zone District Standards:

- Minimum Lot Width: 50’
- Minimum Lot Size: 10,000 sq. ft.

REFERRAL AGENCIES AND COMMENTS:

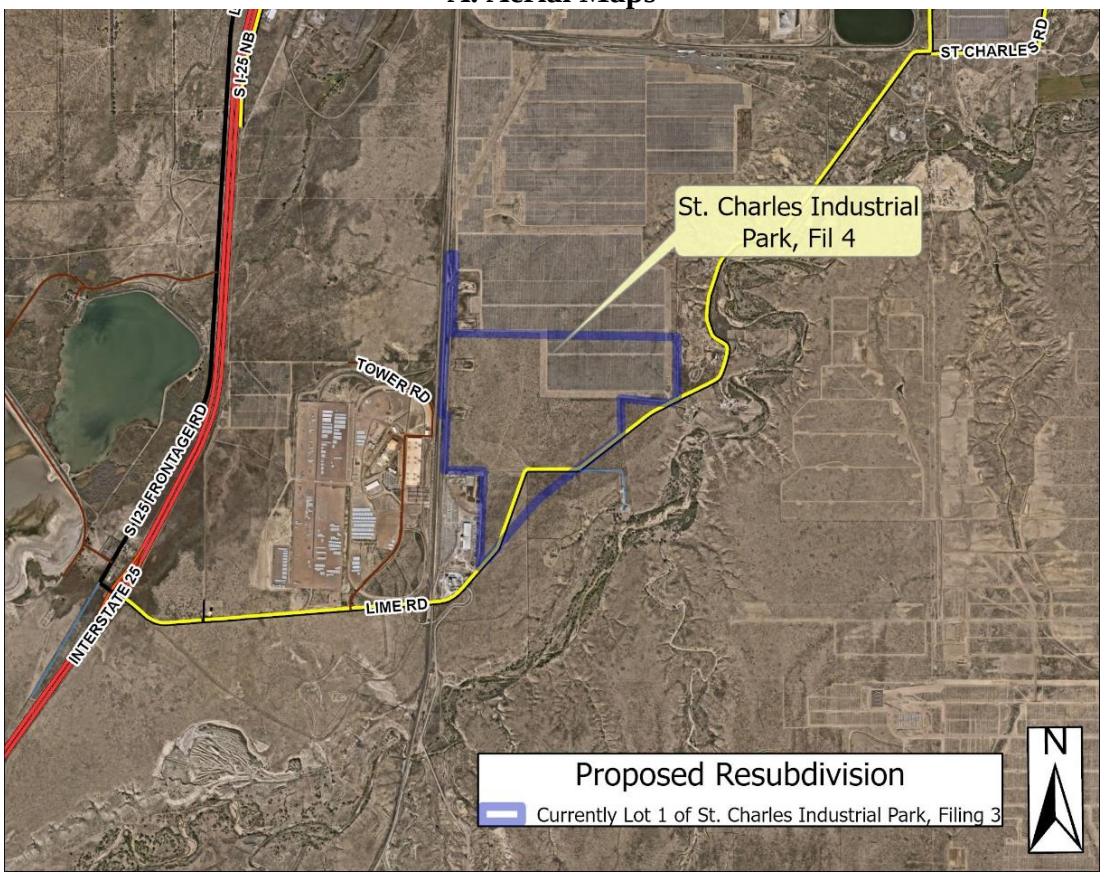
• Black Hills Energy	No comment
• CDOT	Please see the attached letter from Kimberly Blanchard, CDOT R2 Access Management Trainee.
• City Fire Department	No comment
• City Law Department	No comment
• City Parks and Recreation Department	No comment
• City Public Works	No comment
• City Stormwater	Please see the attached redlined plat and SW Memo from Noah Stamm, Stormwater Coordinator

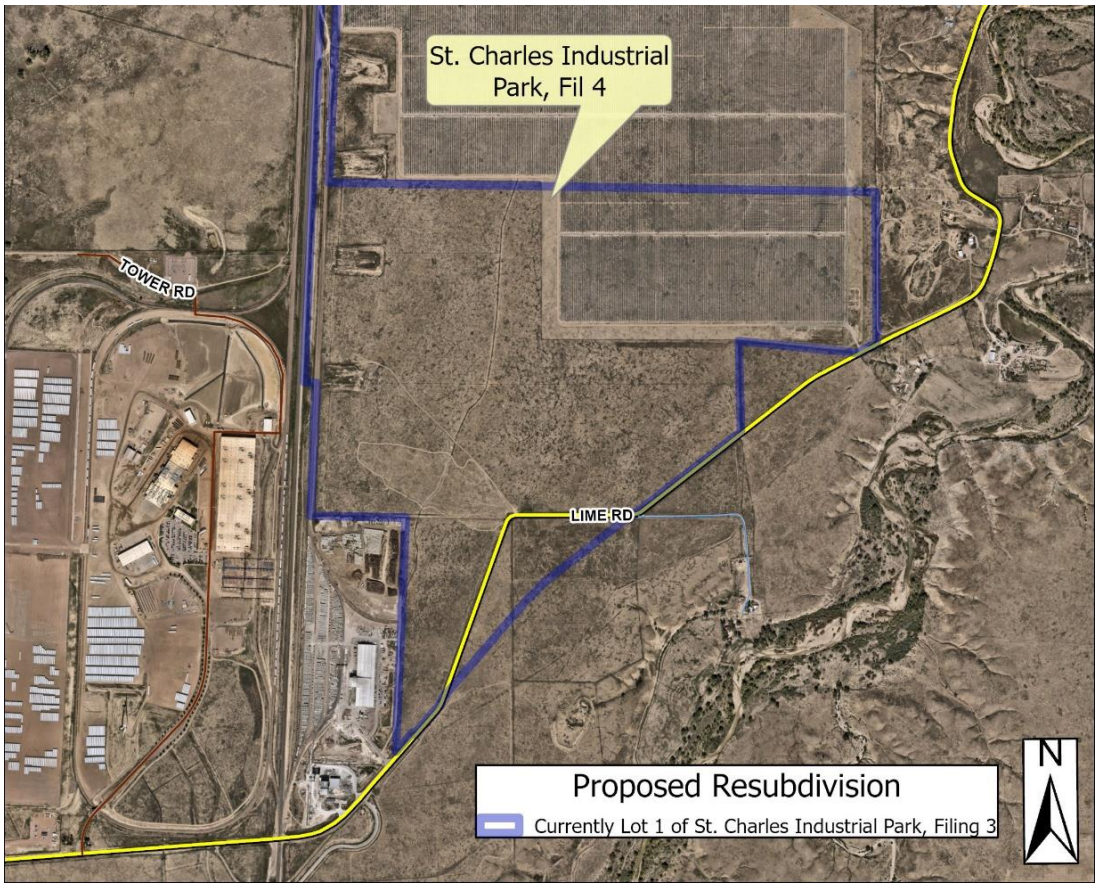
- City Transportation — No comment
- City Wastewater — No comment
- Pueblo Regional Building Department — No comment
- Xcel Energy — No comment

ATTACHMENTS:

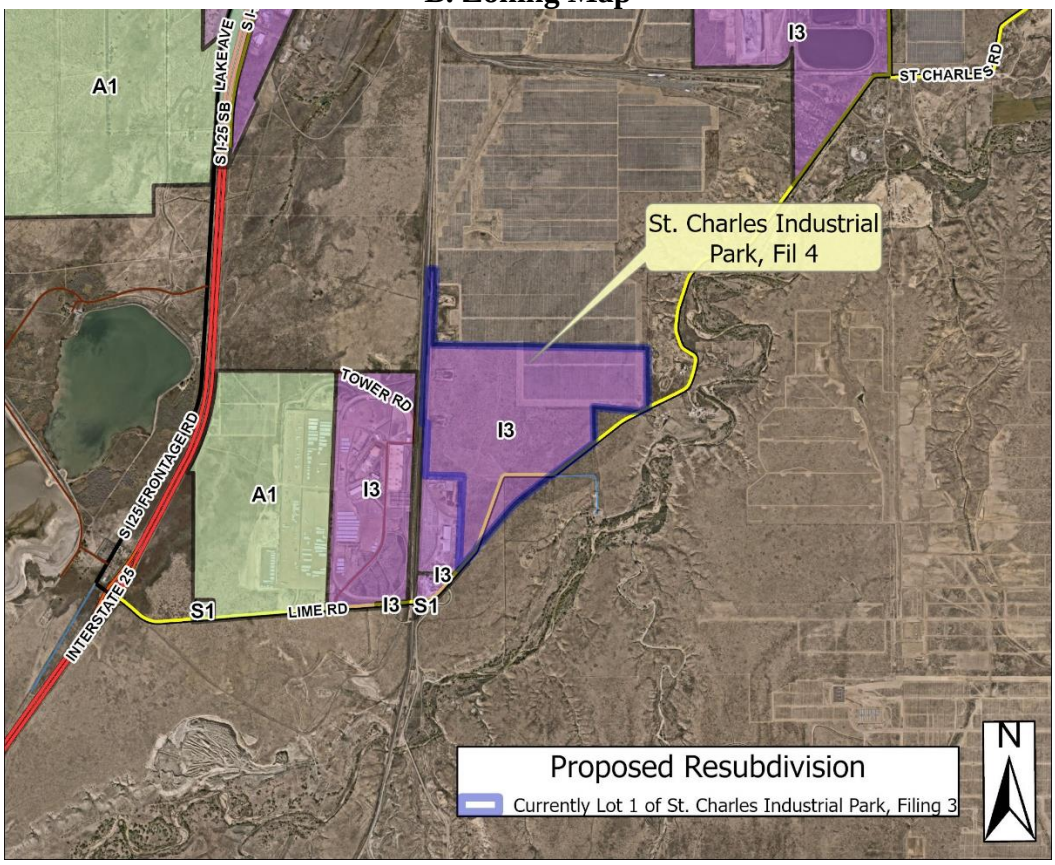
A. Aerial Maps
B. Zoning Map
C. Comprehensive Plan Map
D. Site Photos
E. Supporting Documents: Application, CDOT Memo, Memorandum of Lease, Redlined Plat from SW, SRC Memo, SW Memo, Subdivision Plat

A. Aerial Maps

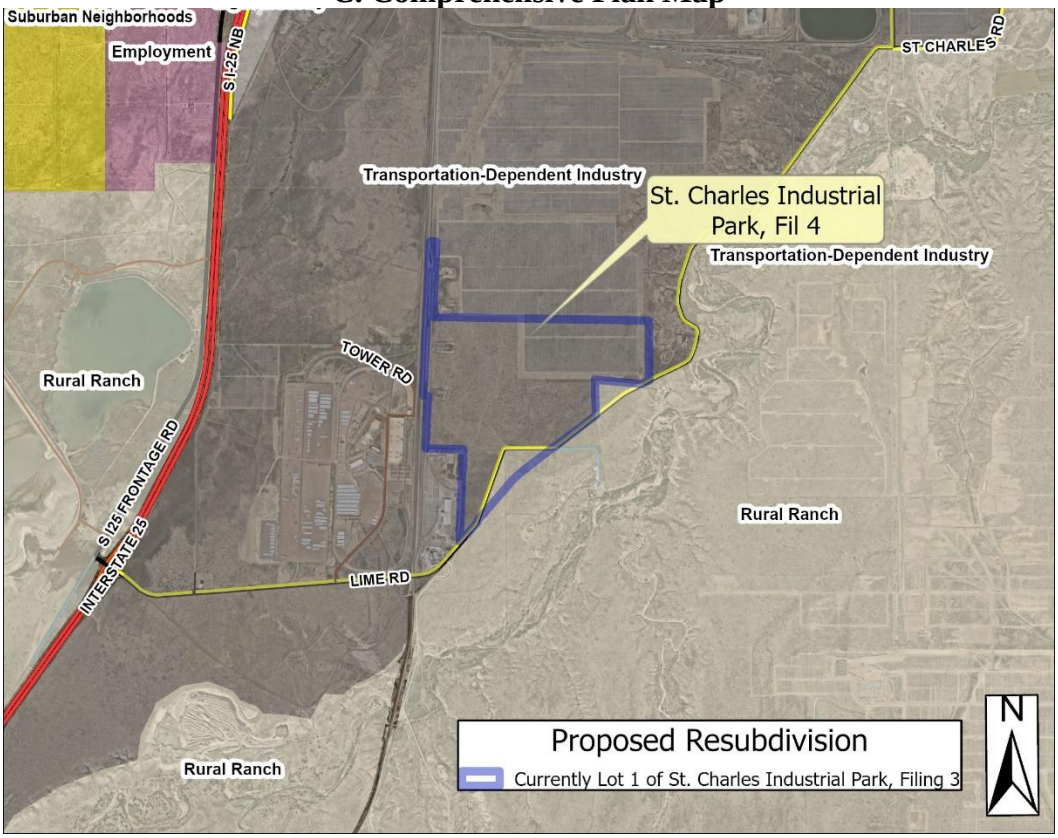




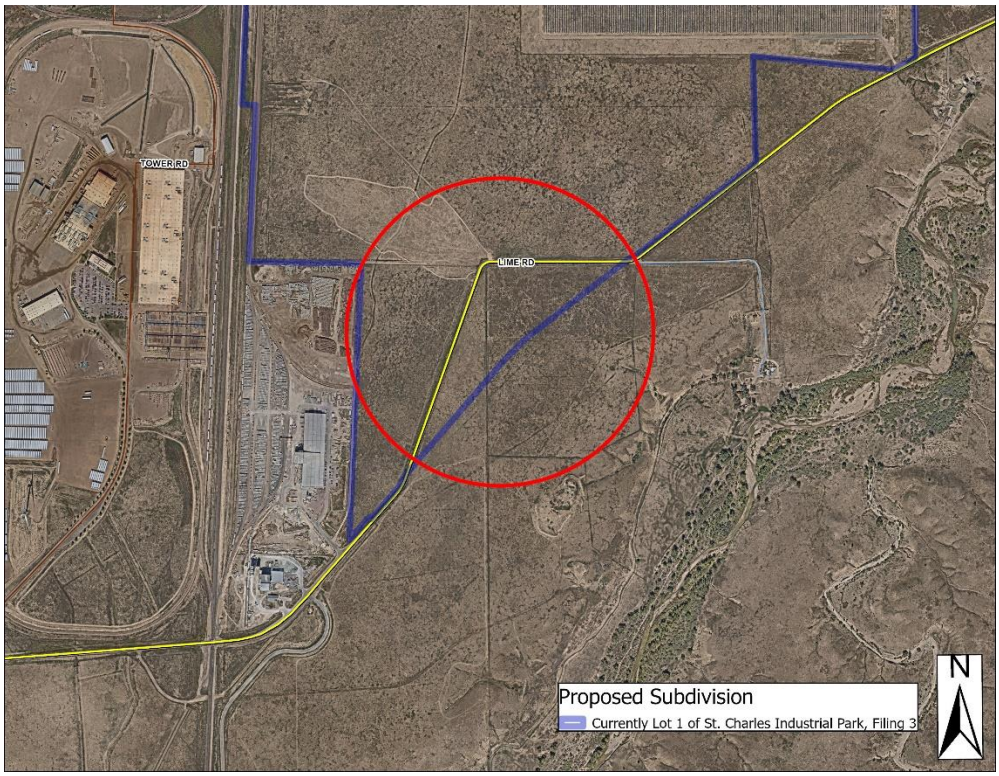
B. Zoning Map



C. Comprehensive Plan Map



D. Site Photos



Lime Rd Realignment

Taken from Lime Rd. Facing North (2021)

Bighorn Solar Array as seen from Lime Rd. (2021)

E. Supporting Documents: Application, CDOT Memo, Memorandum of Lease, Redlined Plat from SW, SRC Memo, SW Memo, Subdivision Plat

To view the supporting documents, please see the following pages.

city of PUEBLO colorado

Planning & Community Development

211 East D Street | Pueblo, Colorado 81003 | Tel 719-553-2259 | Fax 719-553-2359 | TTY 719-553-2611 | www.pueblo.us

Planning & Zoning Application

Please type or print clearly. Illegible applications will not be accepted. Case #: _____

Contact Info

Property Owner		**Applicant**	
Name: Andrew Hayes		Name: same as property owner	
Company City of Pueblo		Company:	
Address: 1 City Hall Pl.	Zip: 81003	Address:	Zip:
Phone: (719) 252-4874		Phone: ( )	
Email: ahayes@pueblo.us		Email:	
Engineer		**Surveyor**	
Name: Same as Property Owner		Name: Michael Cuppy	
Company:		Company: Northstar Eng + Surveying	
Address:	Zip:	Address: 115 E. 5th St, Pueblo	Zip: 81003
Phone: ( )		Phone: (719) 544-6823 x125	
Email:		Email: mcuppy@northstar-co.com	

The applicant will be the primary contact unless otherwise noted.

Property Info

Project Location: (address or general description) Existing St. Charles Industrial Park, Filing No. 3, Lot 1

Parcel No(s): 143100100 1, 150000 2001, 250100500 1

Existing Zone: I3 | Proposed Zone (if applicable): N/A

PUD Name (if applicable): N/A

Project Scope

Project Name:

- ☐ Rearrangement of Property Boundaries:
  - # of existing lots: _____ Total acres: _____
- ☐ Overall Development Plan
- ☐ Site Plan Review: Building area: _____ sf
  - ○ HARP ○ Development Plan ○ PUD ○ Student Housing
- ☐ Special Area Plan
- ☐ Street Name Change: Existing Name: _____ Proposed Name: _____
- ☒ Subdivision: # of lots: 3 Total acres: 469.72
- ☐ Text Amendment
- ☐ Vacation: ○ Street ○ Alley ○ Easement ○ Other: _____
- ☐ Other: _____

(Continue Next Page)

(Continued from previous page)

Project Information

Provide a brief description of the proposed request:
Resubdivision of Lot 1, St. Charles Industrial Park, Filing No. 3.

What is the total acreage included in the project? 469.72

What is the proposed use of the property?

☐ Commercial ☐ Multi-family ☐ Residential ☒ Industrial ☐ Other

Are there any other pending or recently approved Land Use applications regarding this property? ☐ Yes ☒ No

If yes, please list:

Attachments

Attachment Checklist

The following list of attachments are required to accompany all applications:

☑ A. CD with DWF and DWG (Autocad) file of all plans and drawings & a PDF of all documents submitted.

☑ B. Pueblo County Assessor's Property Information print out (www.co.pueblo.co.us)

☑ C. Additional information as required by the **P&Z Submittal Requirements Sheet.**

Terms

By signing below, the Property Owner and Applicant are representing that each understands and agrees to the following terms:

1. Authorized personnel from the City of Pueblo, are hereby granted the right to enter the subject property for the purposes of reviewing and processing the application, including Certificate of Occupancy Inspections.
2. There are no known hazards or vicious animals present on the subject property.
3. All information contained in this application, is true and accurate to the best of my knowledge.
4. The City of Pueblo is under no obligation to approve the request contained in this application. No promises of approval are conveyed with the acceptance of this application.
5. It is highly recommended that a licensed surveyor complete a property survey before any construction takes place. The property owner is responsible for any construction that takes place within the boundaries of their property. The city may require any construction built outside of the property legal boundaries or within any setbacks (by intent or error), to be removed at the owners' expense.

Signatures

Property Owner

Print Name:	Andrew E. Hayes, Director of Public Works	
Signature:		Date: 10/10/25

Applicant, if different from Property Owner

Print Name:	same as above.	
Signature:		Date:

Office Use Only

Zoning Compliance (Completed by City Staff)

Application checked for completeness by:	Date:	Fee Paid:

5/2020

COLORADO
Department of Transportation
Region 2
Traffic & Safety – Access Permits

SH-025A /St. Charles Industrial Park,
Filing No. 4
City of Pueblo

November 13, 2025

Hannah Prinzi,
Planning and Community Development
211 E D St
Pueblo, CO 81003

RE: St. Charles Industrial Park, Filing No. 4

Hannah,

I am in receipt of a referral request for comments for St. Charles Industrial Park, Filing No. 4 located in the Northeast one-quarter of Section 1, Township 22 South, Range 65 West, the East one-half of Section 36, Township 21 South, Range 65 West, the Northwest one-quarter of Section 6, Township 22 South, Range 64 West, and Section 31, Township 21 South, Range 64 West, the 6th P.M. in the County of Pueblo and State of Colorado, (Parcel #1431001001, 150000201, 2501005001) The submittals have been reviewed by CDOT. After review of all submitted documents, we have the following comments:

- CDOT is requesting that a Traffic Impact Study (TIS) be required from the applicant for the proposed development impacting the intersection of I-25 and Lime Road. Per the State Highway access code (SHAC) Section 2.3, and CDOT's Traffic Assessment Guidelines (TAG), a TIS is necessary to evaluate the impacts on the state highway system.
- The State Highway Access Code requires an access permit if the proposed vehicle volumes increase by 20 percent or more, the develoment is adjacent to the state highway, and/or significant changes in the use of the property are made which will affect access operation, traffic volume and/or vehicle type
- State Highway improvements maybe required at this location.

Please contact me at 719-924-2930 or kimberly.blanchard@state.co.us with any questions.

Sincerely,

Kimberly Blanchard

Kimberly Blanchard
CDOT R2 Access Management Trainee

xc: Andrew E Hayes, Director of Public Work, ahayes@pueblo.us
Lancaster / file

Official Records of Pueblo County Clerk & Recorder 2193579
09/24/2020 01:50:09 PM Page 1 of 9
Memorandum Of Lease R: $53.00 D: $0.00 Gilbert Ortiz

DOCUMENT PREPARED BY AND
AFTER RECORDING, PLEASE RETURN TO:

c/o Lightsource Renewable Energy Development LLC
Attn: Legal Notices
400 Montgomery Street, Eighth Floor
San Francisco, CA 94104

No transfer tax due.

MEMORANDUM OF LEASE

This MEMORANDUM OF LEASE (the "**Memorandum**") is made and entered into as of September 17, 2020, by and between CITY OF PUEBLO, a Colorado municipal corporation (collectively, with its successors and assigns, "**Landlord**"), and BIGHORN SOLAR 1, LLC, a Delaware limited liability company (collectively, with its successors and assigns, "**Tenant**").

PRELIMINARY STATEMENT

WHEREAS, Landlord is the owner of the real property located in Pueblo County, Colorado, more particularly described in Exhibit A attached hereto and made a part hereof (the "**Property**").

WHEREAS, pursuant to that certain Solar Energy Site Lease and Easement Agreement (the "**Lease**") dated as of the date hereof, by and between Landlord and Tenant, Tenant leases from Landlord the land more particularly described in Exhibit B attached hereto and made a part hereof, together with all easements and similar appurtenances thereto (collectively, the "**Site**").

WHEREAS, the parties hereto desire to enter into this Memorandum so that third parties shall have notice of the existence of the Lease and of the rights and obligations of Landlord and Tenant under the Lease.

AGREEMENT

NOW, THEREFORE, the parties hereto do hereby certify and agree as follows:

1. Lease. As set forth more fully in the Lease, Landlord leases to Tenant, and Tenant leases from Landlord, for the Term (as defined below), the Site in accordance with the terms and provisions of the Lease. Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Lease.

2. Solar Energy Insolation. As set forth more fully in the Lease, Landlord grants to Tenant during the Term on, over, through and across the Site (i) an irrevocable, exclusive easement to convert all of the solar resources above the Site to electricity, and (ii) an exclusive easement to the free and unobstructed insolation of solar energy over the entirety of the horizontal space and the entirety of the vertical air space lying above the surface of the Site and any adjoining real property owned by Landlord that is within 200 feet of any solar panels installed on the Site.

3. Personal Property. The parties agree that the Improvements are severed by agreement and intention of the parties and shall remain severed from the Premises, and, even though attached or affixed to

or installed upon the Premises, shall not be considered to be fixtures or a part of the Premises and shall not be or become subject to the lien of any mortgage or deed of trust placed on the Premises by Landlord.

4. Term. The term of the Lease (the "**Term**") commenced on the Effective Date and shall terminate on the date that is twenty-five (25) years after the Commercial Operations Date. Tenant has four (4) options to extend the Term for five (5) years each.

5. Public Service Land Rights. The Lease provides that Public Service Company of Colorado shall be a third-party beneficiary of, and shall have the right to enforce, the provisions set forth in Exhibit E thereof.

6. Successors and Assigns. The Lease provides that the provisions of the Lease are binding upon and inure to the benefit of Landlord and Tenant and each of their respective representatives, successors and assigns, subject to the terms and provisions thereof.

7. Incorporation/Conflicts. All of the terms, conditions and agreements contained within the Lease are fully incorporated herein by reference as if fully set forth herein. This Memorandum is not intended to change the terms of the Lease and, in the event of a conflict between the terms and conditions of this Memorandum and the Lease, the terms and conditions of the Lease shall control.

8. Governing Law. This Memorandum shall be governed by the laws of state in which the Property is located.

9. Counterparts. The parties agree that this Memorandum may be executed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have caused this Memorandum to be duly executed under seal and delivered as of the date first written above.

LANDLORD:

CITY OF PUEBLO, a Colorado municipal corporation

Attest: Belinda Armijo
City Clerk

By Nicholas A. Gradisar
Mayor: Nicholas A. Gradisar

State of Colorado)
County of Pueblo)

This record was acknowledged before me on September 17, 2020 by Nicholas A. Gradisar, the Mayor of the City of Pueblo, a Colorado municipal corporation.

Belinda Kimball
Signature of Notarial Officer
Deputy City Clerk
Title of Office

My Commission Expires: 2/23/21

(Seal)

BELINDA KIMBALL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20094005563
MY COMMISSION EXPIRES FEBRUARY 23, 2021

IN WITNESS WHEREOF, the parties have caused this Memorandum to be duly executed under seal and delivered as of the date first written above.

TENANT:

BIGHORN SOLAR 1, LLC, a Delaware limited liability company

By: _____
Name: Kevin Christy
Title: COO, North America

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On SEPTEMBER 15, 2020 before me Vivi Goenawan, Notary Public personally appeared Kevin Christy, who proved to me on the basis of satisfactory evidence to be the person(s), whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

VIVI GOENAWAN
Commission # 2250033
Notary Public - California
ORANGE County
My Comm. Expires JULY 15, 2022

Notary Public

(seal)

EXHIBIT A

PROPERTY

All of that certain real property in the County of Pueblo, State of Colorado described as follows:

A Parcel of land located in the northeast one-quarter of Section 1, Township 22 South, Range 65 West, the east one-half of Section 36, Township 21 South, Range 65 West, the northwest one-quarter of Section 6, Township 22 South, Range 64 West, and Section 31, Township 21 South, Range 64 West, the 6th P.M. in the County of Pueblo and State of Colorado and being more particularly described as follows:

Basis of Bearings is the north line of Section 36, monumented on the west with a found 3 ¼" aluminum cap stamped with P.L.S. No. 33200 and monumented on the east with a found 3 ¼" aluminum cap stamped with P.L.S. No. 33200, to bear N. 89°19'04" W. and all bearings being relative thereto.

Beginning at the southeast corner of the Lot 1 in Block 1, St. Charles Industrial Park, Filing No. 1 according to the recorded plat thereof filed for record on June 4, 2012 at Reception No. 1909383 in the records of Pueblo County Recorder; thence N. 03°00'08" E. along the east line of said Lot 1 in Block 1, St. Charles Industrial Park, Filing No. 1, a distance of 2,455.66 feet to the northeast corner of said Lot 1 in Block 1, St. Charles Industrial Park, Filing No. 1; thence N. 88°25'10" W. along the north line of said Lot 1 in Block 1, St. Charles Industrial Park, Filing No. 1, a distance of 955.29 feet to the , southeast corner of a parcel of land deeded to the City of Pueblo according to the Special Warranty Deed filed for record on January 1, 2015 at Reception No. 1995360 in the records of Pueblo County Recorder; thence N. 03°00'08" E. along the east line of said Parcel deeded to the City of Pueblo, a distance of 3,492.86 feet; thence S. 89°19'04" E., a distance of 1,880.35 feet to the east line of said Section 36; thence S. 88°05'25" E., a distance of 3,849.90 feet more or less to a point on the west line of a parcel of land according to the Warranty Deed filed for record on June 9, 1988 at Reception No. 864836 in the records of Pueblo County Recorder; thence S. 00°12'55" W. along said west line, a distance of 1,578.96 feet more or less to a point on the northerly right-of-way of Lime Road as presently located; thence S. 62°44'38" W. along the said northerly right-of-way of Lime Road, a distance of 228.22 feet more or less to a existing barbed wire fence; thence N. 83°50'30" W. along said existing barbed wire fence, a distance of 1,249.36 feet ; thence S. 00°56'25" E. along the existing barbed wire fence, a distance of 950.94 feet more or less to a point on the northerly right-of-way of Lime Road as presently located; thence S. 52°58'30" W. along the said northerly right-of-way of Lime Road, a distance of 1,387.21 feet more or less to an angle point in said right-of-way; thence N. 89°54'35" W. continuing along the said northerly right-of-way of Lime Road, a distance of 23.82 feet more or less to a point of intersection of the northerly right-of-way line of Lime Road as presently located and the southeasterly line of a parcel of land according to the Warranty Deed filed for record on December 7, 2017 at Reception No. 2090434 in the records of Pueblo County Recorder; thence S. 52°52'27" W. along the said southeasterly line, a distance of 1,047.62 feet; thence continuing along the southeasterly line, along the arc of a curve to the left whose radius is 2,060.00 feet, a distance of 410.08 feet; thence S. 41°28'06" W. continuing along the

said southeasterly line, a distance of 216.22 feet more or less to the west line of said Section 6; thence S. 00°09'33" W. along said west line of Section 6 and the said southeasterly line, a distance of 7.57 feet; thence S. 41°28'06" W. continuing along the said southeasterly line, a distance of 1,121.20 feet more or less to a point of intersection of the said southeasterly line and the northwesterly right-of-way line of Lime Road as presently located; thence S. 19°56'44" W. along the northwesterly right-of-way of Lime Road as presently located, a distance of 66.68 feet more or less to an angle point; thence S. 41°29'46" W. along the said northerly right-of-way of Lime Road, a distance of 424.05 feet more or less to the northeasterly platted Lime Road right-of-way in St. Charles Industrial Park, Filing No. 2, according to the recorded plat thereof filed for record on May 4, 2017 at Reception No. 2069460 in the records of Pueblo County Recorder; thence N. 48°14'59" W. along the said platted Lime Road right-of-way, a distance of 24.26 feet; thence S. 41°45'01" W. continuing along the said platted Lime Road right-of-way, a distance of 262.68 feet to the Point of Beginning.

Excepting therefrom existing Lime Road right-of-way as presently located in said Sections 1, 6, 31 and 36.

Reserving a 100 foot wide access easement along the east line as described in Exhibit B. Said access easement to terminate upon dedication of this 100 foot wide strip as a public right-of-way.

containing 448.59 acres, more or less.

EXHIBIT B

Site

That certain real property in the County of Pueblo, State of Colorado, described as follows:

A LEASE AREA OVER SECTION 31, TOWNSHIP 21 SOUTH, RANGE 64 WEST 6TH P.M. PUEBLO COUNTY, COLORADO, DESCRIBED AS FOLLOWS;

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 31, MONUMENTED WITH A 30" #6 REBAR AND 3 1/4" ALUMINUM CAP STAMPED PLS 33200;

THENCE NORTH 00 DEGREES 35 MINUTES 30 SECONDS WEST, ALONG SAID COMMON SECTION LINE, A DISTANCE OF 746.47 FEET TO THE NORTHERLY LINE OF A PARCEL OF LAND DEEDED TO THE CITY OF PUEBLO ACCORDING TO WARRANTY DEED FILED FOR RECORD ON MARCH 6, 2020 AT RECEPTION NUMBER 2171292 IN THE RECORDS OF PUEBLO COUNTY RECORDER;

THENCE SOUTH 88 DEGREES 37 MINUTES 14 SECONDS EAST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 342.46 FEET TO THE POINT OF BEGINNING OF THE LAND TO BE DESCRIBED;

THENCE CONTINUING ALONG SAID NORTHERLY LINE, SOUTH 88 DEGREES 37 MINUTES 14 SECONDS EAST, A DISTANCE OF 3,383.33 FEET TO A LINE 100.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE WEST HALF OF THE EAST HALF OF SAID SECTION 31;

THENCE SOUTH 00 DEGREES 18 MINUTES 20 SECONDS EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 692.25 FEET;

THENCE CONTINUING ALONG SAID PARALLEL LINE, SOUTH 00 DEGREES 23 MINUTES 54 SECONDS EAST, A DISTANCE OF 954.75 FEET TO THE NORTHERLY LINE OF LIME ROAD;

THENCE SOUTH 61 DEGREES 56 MINUTES 48 SECONDS WEST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 80.65 FEET;

THENCE NORTH 84 DEGREES 20 MINUTES 16 SECONDS WEST, A DISTANCE OF 1,260.15 FEET;

THENCE SOUTH 01 DEGREE 26 MINUTES 18 SECONDS EAST, A DISTANCE OF 519.68 FEET;

THENCE NORTH 88 DEGREES 37 MINUTES 14 SECONDS WEST, PARALLEL WITH THE NORTH LINE OF SAID SECTION 31, A DISTANCE OF 2,081.14 FEET;

THENCE ON A BEARING OF NORTH, A DISTANCE OF 2111.43 FEET TO THE POINT OF BEGINNING.

CONTAINING 6,534,019 SQUARE FEET OR 150.00 ACRES, MORE OR LESS.

BASIS OF BEARING: THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 21 SOUTH, RANGE 64 WEST 6TH P.M. PUEBLO COUNTY, COLORADO AS REFERENCED TO THE COLORADO STATE PLANE SOUTH, NORTH AMERICAN DATUM 1983

(2011 ADJUSTMENT), AS BEING NORTH 00 DEGREES 35 MINUTES 30 SECONDS WEST, A DISTANCE OF 2746.13 FEET BETWEEN THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER MONUMENTED WITH A 30" #6 REBAR AND 3 1/4" ALUMINUM CAP STAMPED PLS 33200 AND THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER MONUMENTED WITH A 30" #6 REBAR AND 3 1/4" ALUMINUM CAP STAMPED PLS 33200.

PARCEL ID: 14-310-00011

ST. CHARLES INDUSTRIAL PARK, FILING NO. 4

A PARCEL OF LAND LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 1, TOWNSHIP 22 SOUTH, RANGE 65 WEST, THE EAST ONE-HALF OF SECTION 36, TOWNSHIP 21 SOUTH, RANGE 65 WEST, THE NORTHWEST ONE-QUARTER OF SECTION 6, TOWNSHIP 22 SOUTH, RANGE 64 WEST, AND SECTION 31, TOWNSHIP 21 SOUTH, RANGE 64 WEST, THE 6TH P.M. IN THE COUNTY OF PUEBLO AND STATE OF COLORADO

– DEDICATION –

KNOW ALL MEN BY THESE PRESENTS: That CITY OF PUEBLO, a Colorado Municipal Corporation being sole owner of the following property:

A Parcel of land located in the northeast one-quarter of Section 1, Township 22 South, Range 65 West, the east one-half of Section 36, Township 21 South, Range 65 West, the northwest one-quarter of Section 6, Township 22 South, Range 64 West, and Section 31, Township 21 South, Range 64 West, the 6th P.M. in the County of Pueblo and State of Colorado and being more particularly described as follows:

Basis of Bearings is the north line of Section 36, monumented on the west with a found 3 ¼" aluminum cap stamped with P.L.S. No. 33200 and monumented on the east with a found 3 ¼" aluminum cap stamped with P.L.S. No. 33200, to bear N. 89°19'04" W. and all bearings being relative thereto.

A resubdivision of all of Lot 1 according to the recorded plat of ST. CHARLES INDUSTRIAL PARK, FILING NO. 3 as filed for record in the office of the Pueblo County Clerk and Recorder on August 17, 2023 at Reception No. 2321354.

Containing 469.72 acres, more or less.

Has caused the aforegoing described property to be surveyed, platted and subdivided into lots and a parcel, the same to be numbered, platted, subdivided, dimensioned and named as shown on the annexed plat, for the purpose of creating a subdivision to be known as ST. CHARLES INDUSTRIAL PARK, FILING NO. 4.

Parcel A is declared for lead track purposes and hereby dedicated to Pueblo Municipal Rail Corporation and its successors for perpetual use.

IN WITNESS WHEREOF, Heather Graham, Mayor of the City of Pueblo, a Colorado Municipal Corporation, sets his hand and seal this _____, day of _____ , 20_____A.D.:

CITY OF PUEBLO
a Colorado Municipal Corporation

_____
Heather Graham, Mayor of the City of Pueblo

ATTEST:

_____
Marisa Stoller, City Clerk

APPROVED AS TO FORM:

_____
Carla L, Sikes, City Attoney

STATE OF COLORADO)
)SS
COUNTY OF PUEBLO)

The foregoing instrument was acknowledged before me this _____ day of _____ , 20____ A.D., by Heather Graham, Mayor of City of Pueblo, a Colorado Municipal Corporation.

WITNESS my hand and official seal

My Commission Expires: _____.

_____
Notary Public

Add the following dedication:
"Lot 1 & 2 will require a drainage report at time of any commercial site plan review. No building permit may issue until the drainage report has been approved by the Director of Stormwater and any required easement and the stormwater facility maintenance agreement are recorded in the office of the Pueblo County Clerk and Recorder of Pueblo County, Colorado."

– SURVEYOR'S CERTIFICATION –

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

Date: _____

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

By: _____
Michael Leland Cuppy,
Colorado Registered Professional
Land Surveyor No. 38485

For and on Behalf of
NorthStar Engineering and Surveying, Inc.

– IMPROVEMENT CERTIFICATION –

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

_____ _____
Director of Public Works Date

– PLANNING COMMISSION CERTIFICATION –

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

_____ _____
Chairperson Planning Commission Date

– NOTICE –

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

* * * * * * * * * * * * * * *

– APPROVAL FOR RECORDING –

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

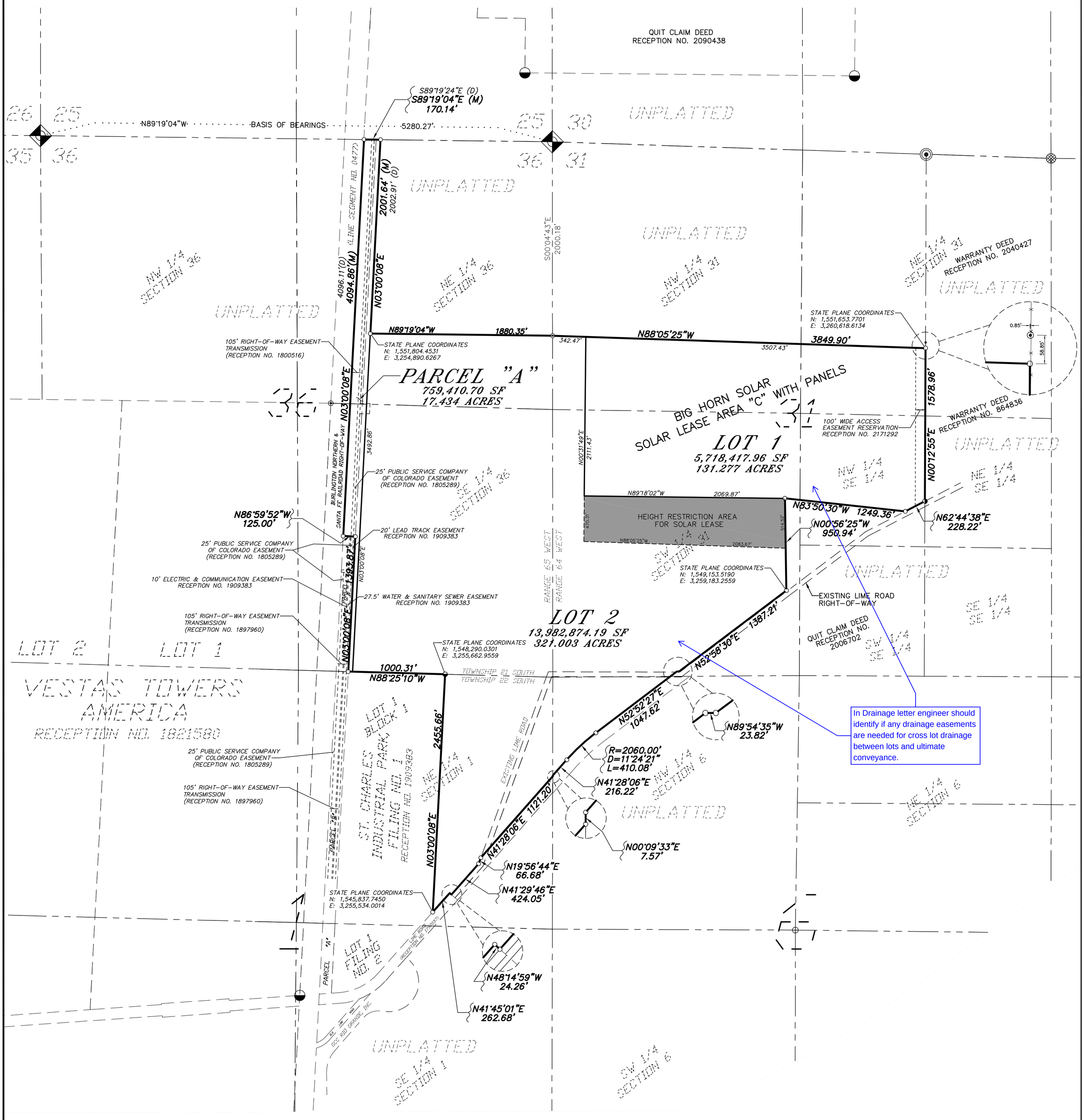
This is to certify that the plat of ST. CHARLES INDUSTRIAL PARK, FILING NO. 4 has been approved for recording in the office of the Pueblo County Clerk and Recorder of Pueblo County, Colorado.

_____ _____
City Clerk Date

PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

ST. CHARLES INDUSTRIAL PARK, FILING NO. 4

A PARCEL OF LAND LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 1, TOWNSHIP 22 SOUTH, RANGE 65 WEST, THE EAST ONE-HALF OF SECTION 36, TOWNSHIP 21 SOUTH, RANGE 65 WEST, THE NORTHWEST ONE-QUARTER OF SECTION 6, TOWNSHIP 22 SOUTH, RANGE 64 WEST, AND SECTION 31, TOWNSHIP 21 SOUTH, RANGE 64 WEST, THE 6TH P.M. IN THE COUNTY OF PUEBLO AND STATE OF COLORADO



SCALE: 1" = 500'

0 250' 500' 1000'

BASIS OF BEARINGS

THE NORTH SECTION LINE OF SECTION 36, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M. BEARS N. 89°19'04" W.

LEGEND

- FOUND 3 1/4" DIAMETER ALUMINUM CAP PLS 33200
- FOUND 2 1/2" DIAMETER ALUMINUM CAP, PLS 16128
- FOUND NO. 4 REBAR WITH PLASTIC CAP, PLS 20052
- FOUND NO.4 REBAR WITH PLASTIC CAP, PLS 12933
- FOUND NO. 6 REBAR NO CAP
- FOUND NO. 4 REBAR NO CAP
- FOUND 60D NAIL
- FOUND 1" DIA. IRON ROD
- SET NO. 4 REBAR WITH PLASTIC CAP L.S. 38485

(D) DEED

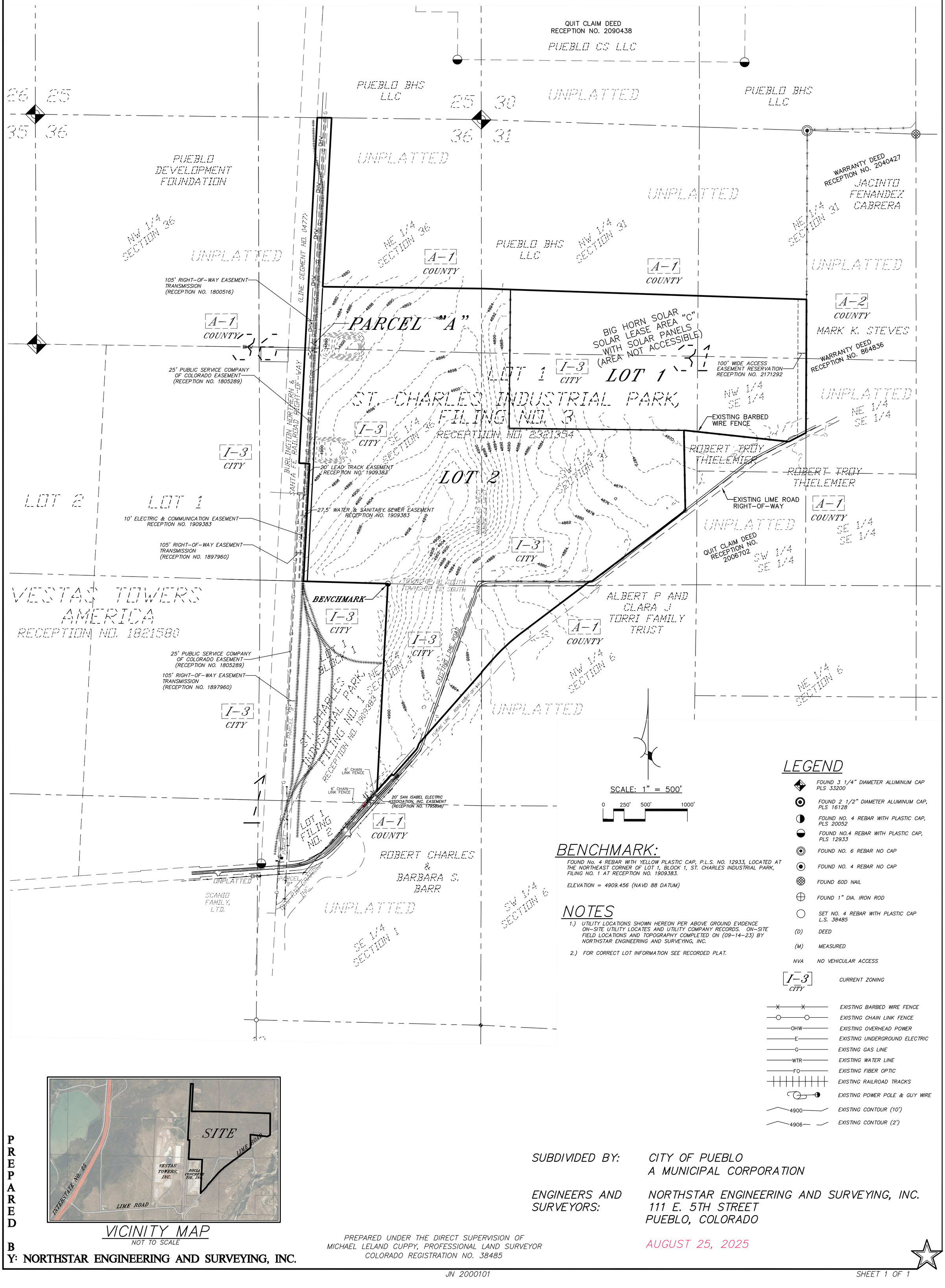
(M) MEASURED

NVA NO VEHICULAR ACCESS

PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

SUPPLEMENTAL MAP OF:
ST. CHARLES INDUSTRIAL PARK, FILING NO. 4

A PARCEL OF LAND LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 1, TOWNSHIP 22 SOUTH, RANGE 65 WEST, THE EAST ONE-HALF OF SECTION 36, TOWNSHIP 21 SOUTH, RANGE 65 WEST, THE NORTHWEST ONE-QUARTER OF SECTION 6, TOWNSHIP 22 SOUTH, RANGE 64 WEST, AND SECTION 31, TOWNSHIP 21 SOUTH, RANGE 64 WEST, THE 6TH P.M. IN THE COUNTY OF PUEBLO AND STATE OF COLORADO



LEGEND

- FOUND 3 1/4" DIAMETER ALUMINUM CAP PLS 33200
- FOUND 2 1/2" DIAMETER ALUMINUM CAP, PLS 16128
- FOUND NO. 4 REBAR WITH PLASTIC CAP, PLS 20052
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- FOUND NO. 4 REBAR NO CAP
- FOUND 60D NAIL
- FOUND 1" DIA. IRON ROD
- SET NO. 4 REBAR WITH PLASTIC CAP L.S. 38485
- (D) DEED
- (M) MEASURED
- NVA NO VEHICULAR ACCESS
- [I-3 CITY] CURRENT ZONING
- EXISTING BARBED WIRE FENCE
- EXISTING CHAIN LINK FENCE
- OHW EXISTING OVERHEAD POWER
- E EXISTING UNDERGROUND ELECTRIC
- G EXISTING GAS LINE
- WTR EXISTING WATER LINE
- FO EXISTING FIBER OPTIC
- EXISTING RAILROAD TRACKS
- EXISTING POWER POLE & GUY WIRE
- 4900 EXISTING CONTOUR (10')
- 4906 EXISTING CONTOUR (2')

BENCHMARK:

FOUND No. 4 REBAR WITH YELLOW PLASTIC CAP, P.L.S. NO. 12933, LOCATED AT THE NORTHEAST CORNER OF LOT 1, BLOCK 1, ST. CHARLES INDUSTRIAL PARK, FILING NO. 1 AT RECEPTION NO. 1909383.

ELEVATION = 4909.456 (NAVD 88 DATUM)

NOTES

1.) UTILITY LOCATIONS SHOWN HEREON PER ABOVE GROUND EVIDENCE ON-SITE UTILITY LOCATES AND UTILITY COMPANY RECORDS. ON-SITE FIELD LOCATIONS AND TOPOGRAPHY COMPLETED ON (09-14-23) BY NORTHSTAR ENGINEERING AND SURVEYING, INC.

2.) FOR CORRECT LOT INFORMATION SEE RECORDED PLAT.

VICINITY MAP
NOT TO SCALE

PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

PREPARED UNDER THE DIRECT SUPERVISION OF MICHAEL LELAND CUPPY, PROFESSIONAL LAND SURVEYOR COLORADO REGISTRATION NO. 38485

SUBDIVIDED BY: CITY OF PUEBLO
A MUNICIPAL CORPORATION

ENGINEERS AND SURVEYORS: NORTHSTAR ENGINEERING AND SURVEYING, INC.
111 E. 5TH STREET
PUEBLO, COLORADO

AUGUST 25, 2025

JN 2000101

SHEET 1 OF 1

MEMORANDUM

To: Planning and Zoning Commission

From: Subdivision Review Committee

Date: January 6th, 2026

Subject: S-25-07 St. Charles Industrial Park, Filing No. 4

S-25-07
The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation that the St. Charles Industrial Park Subdivision, Filing No. 4, be APPROVED with the following noted:

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

Requests for Modifications to Requirements:	Not applicable
Request for Deferred Filings	Not applicable
Plat Deficiencies:	Not Applicable
Conditions of Approval: (Unless otherwise noted, all conditions of approval must be completed prior to the case being scheduled for City Council hearing.)	The Stormwater Department is requesting the following conditions: 1. Provide a signed and stamped drainage letter for subdivision. The drainage letter shall cover the following: a. Lots 1 & 2 require a drainage report for detention and water quality at the time of site development before any building permits are issued as outlined in the plat dedication. b. Identify any drainage easements that may be needed for cross-lot drainage and ultimate conveyance. c. Anything else the engineer of record may find appropriate to identify in the letter to ensure the general spirit and intent of the subdivision code is being met (Ensure lots are developable with any provisions and requirements outlined).

	2. See redlined plat and add the following dedication statement: a. "Lot 1 & 2 will require a drainage report at time of any commercial site plan review. No building permit may be issued until the drainage report has been approved by the Director of Stormwater and any required easement and the Stormwater Facility Maintenance Agreement are recorded in the Office of the Pueblo County Clerk and Recorder of Pueblo County, Colorado. The Public Works Department is requesting the following conditions: 1. The title commitment must be submitted prior to being placed on the City Council agenda.

Kurt Patrick, P.E.
Director of Stormwater

Noah Stamm
Stormwater Coordinator

211 E. "D" Street
Pueblo, CO 81003

Phone (719) 553-2899
Fax (719) 553-2294

Stormwater Utility

MEMO

TO: Hannah Prinzi, Planner

FROM: Noah Stamm, Stormwater Coordinator

DATE: November 26, 2025

SUBJECT: S-25-07 St Charles Industrial Park Fil No 4 1st submittal review

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This memo is intended to serve as the Stormwater Utility's review of the referenced project submittal. Please forward to the applicant's representative.

Color Code: Black = November 26 comments
(~~Crossed out items~~ indicate they have been addressed.)

1. Provide a signed and stamped drainage letter for subdivision for record keeping. Drainage letter shall cover the following:
    a. Lots 1 and 2 will require a drainage report for detention and water quality at the time of site development before any building permits are issued as outlined in plat dedication.
    b. Identify any drainage easements that may be needed for cross lot drainage and ultimate conveyance.
    c. Anything else the engineer of record may find appropriate to identify in the letter to ensure the general spirt and intent of the subdivision code is being met (Ensure lots are developable with any provisions and requirements outlined).

2. See redlined plat. Add following dedication statement:
    a. "Lot 1 & 2 will require a drainage report at time of any commercial site plan review. No building permit may issue until the drainage report has been approved by the Director of Stormwater and any required easement and the stormwater facility maintenance agreement are recorded in the office of the Pueblo County Clerk and Recorder of Pueblo County, Colorado."

ST. CHARLES INDUSTRIAL PARK, FILING NO. 4

A PARCEL OF LAND LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 1, TOWNSHIP 22 SOUTH, RANGE 65 WEST, THE EAST ONE-HALF OF SECTION 36, TOWNSHIP 21 SOUTH, RANGE 65 WEST, THE NORTHWEST ONE-QUARTER OF SECTION 6, TOWNSHIP 22 SOUTH, RANGE 64 WEST, AND SECTION 31, TOWNSHIP 21 SOUTH, RANGE 64 WEST, THE 6TH P.M. IN THE COUNTY OF PUEBLO AND STATE OF COLORADO

– DEDICATION –

KNOW ALL MEN BY THESE PRESENTS: That CITY OF PUEBLO, a Colorado Municipal Corporation and PUEBLO MUNICIPAL RAIL CORPORATION, a Colorado Non-Profit Corporation being sole owners of the following property:

A Parcel of land located in the northeast one-quarter of Section 1, Township 22 South, Range 65 West, the east one-half of Section 36, Township 21 South, Range 65 West, the northwest one-quarter of Section 6, Township 22 South, Range 64 West, and Section 31, Township 21 South, Range 64 West, the 6th P.M. in the County of Pueblo and State of Colorado and being more particularly described as follows:

Basis of Bearings is the north line of Section 36, monumented on the west with a found 3 ¼" aluminum cap stamped with P.L.S. No. 33200 and monumented on the east with a found 3 ¼" aluminum cap stamped with P.L.S. No. 33200, to bear N. 89°19'04" W. and all bearings being relative thereto.

A resubdivision of all of Lot 1 according to the recorded plat of ST. CHARLES INDUSTRIAL PARK, FILING NO. 3 as filed for record in the office of the Pueblo County Clerk and Recorder on August 17, 2023 at Reception No. 2321354.

Containing 469.72 acres, more or less.

Has caused the aforegoing described property to be surveyed, platted and subdivided into lots and a parcel, the same to be numbered, platted, subdivided, dimensioned and named as shown on the annexed plat, for the purpose of creating a subdivision to be known as ST. CHARLES INDUSTRIAL PARK, FILING NO. 4.

Parcel A is declared for lead track purposes and hereby dedicated to Pueblo Municipal Rail Corporation and its successors for perpetual use.

IN WITNESS WHEREOF, Heather Graham, Mayor of the City of Pueblo, a Colorado Municipal Corporation, sets his hand and seal this _____, day of _____ , 20_____A.D.:

CITY OF PUEBLO
a Colorado Municipal Corporation

_____
Heather Graham, Mayor of the City of Pueblo

ATTEST:

_____
Marisa Stoller, City Clerk

APPROVED AS TO FORM:

_____
Carla L, Sikes, City Attoney

STATE OF COLORADO)
)SS
COUNTY OF PUEBLO)

The foregoing instrument was acknowledged before me this _____ day of _____ , 20____ A.D., by Heather Graham, Mayor of City of Pueblo, a Colorado Municipal Corporation.

WITNESS my hand and official seal

My Commission Expires: _____.

_____
Notary Public

IN WITNESS WHEREOF, Andrew Hayes, President of the Pueblo Municipl Rail Corporation, a Colorado Non-Profit Corporation, sets his hand and seal this _____, day of _____ , 20_____A.D.:

PUEBLO MUNICIPAL RAIL CORPORATION
a Colorado Non-Profit Corporation

_____
Anderw Hayes, President

STATE OF COLORADO)
)SS
COUNTY OF PUEBLO)

The foregoing instrument was acknowledged before me this _____ day of _____ , 20____ A.D., by Andrew Hayes, President of Pueblo Municipal Rail Corporation, a Colorado Non-Profit Corporation.

WITNESS my hand and official seal

My Commission Expires: _____.

_____
Notary Public

– SURVEYOR'S CERTIFICATION –

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

Date: _____

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

By: _____
Michael Leland Cuppy,
Colorado Registered Professional
Land Surveyor No. 38485

For and on Behalf of
NorthStar Engineering and Surveying, Inc.

– IMPROVEMENT CERTIFICATION –

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

_____ _____
Director of Public Works Date

– PLANNING COMMISSION CERTIFICATION –

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

_____ _____
Chairperson Planning Commission Date

– NOTICE –

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

* * * * * * * * * * * * * * *

– APPROVAL FOR RECORDING –

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

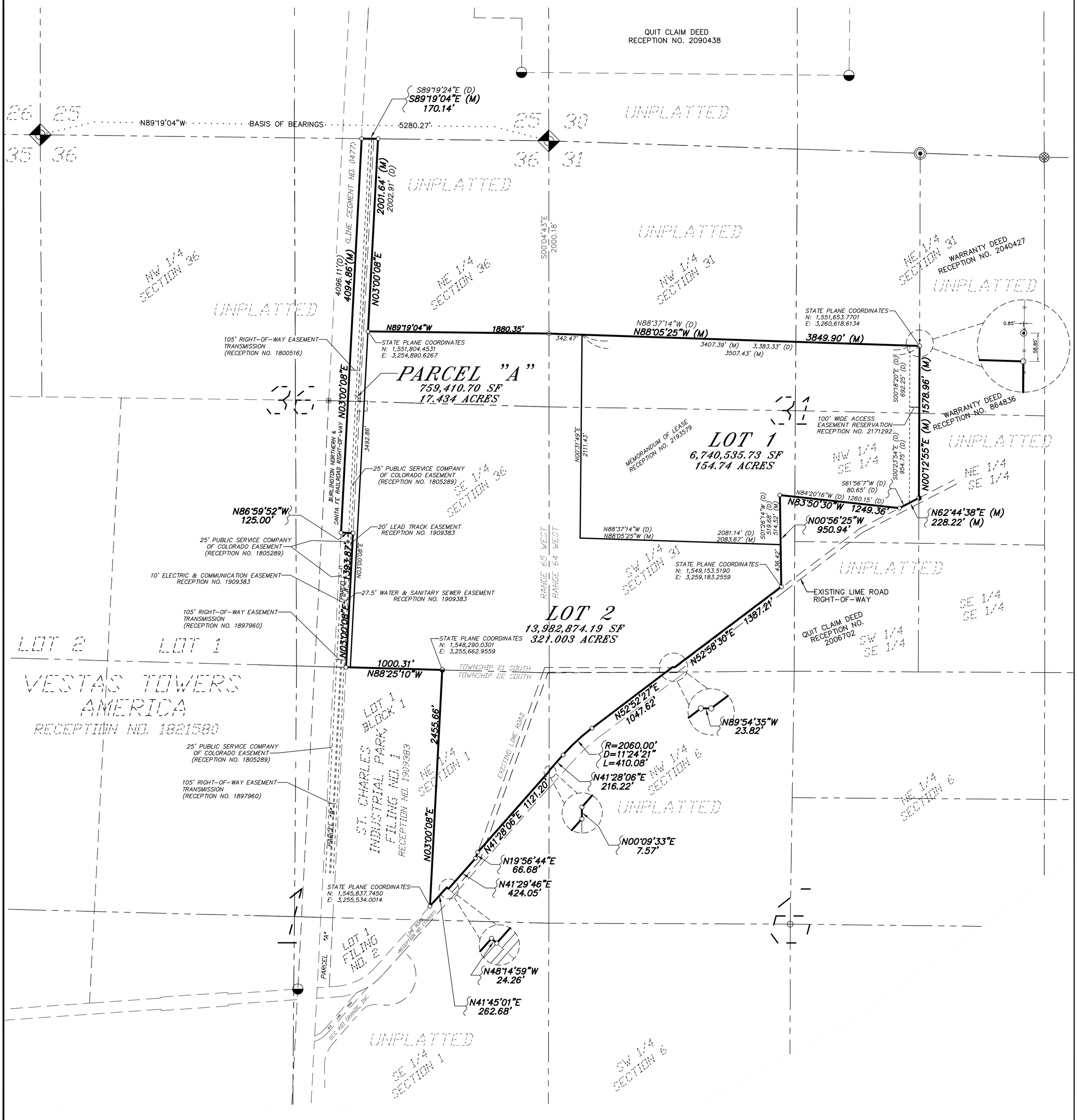
This is to certify that the plat of ST. CHARLES INDUSTRIAL PARK, FILING NO. 4 has been approved for recording in the office of the Pueblo County Clerk and Recorder of Pueblo County, Colorado.

_____ _____
City Clerk Date

PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

ST. CHARLES INDUSTRIAL PARK, FILING NO. 4

A PARCEL OF LAND LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 1, TOWNSHIP 22 SOUTH, RANGE 65 WEST, THE EAST ONE-HALF OF SECTION 36, TOWNSHIP 21 SOUTH, RANGE 65 WEST, THE NORTHWEST ONE-QUARTER OF SECTION 6, TOWNSHIP 22 SOUTH, RANGE 64 WEST, AND SECTION 31, TOWNSHIP 21 SOUTH, RANGE 64 WEST, THE 6TH P.M. IN THE COUNTY OF PUEBLO AND STATE OF COLORADO



SCALE: 1" = 500'

0 250' 500' 1000'

BASIS OF BEARINGS

THE NORTH SECTION LINE OF SECTION 36, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M. BEARS N. 89°19'04" W.

LEGEND

- FOUND 3 1/4" DIAMETER ALUMINUM CAP PLS 33200
- FOUND 2 1/2" DIAMETER ALUMINUM CAP, PLS 16128
- FOUND NO. 4 REBAR WITH PLASTIC CAP, PLS 20052
- FOUND NO.4 REBAR WITH PLASTIC CAP, PLS 12933
- FOUND NO. 6 REBAR NO CAP
- FOUND NO. 4 REBAR NO CAP
- FOUND 60D NAIL
- FOUND 1" DIA. IRON ROD
- SET NO. 4 REBAR WITH PLASTIC CAP L.S. 38485

(D) DEED

(M) MEASURED

NVA NO VEHICULAR ACCESS

PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

JN 2000102

SHEET 2 OF 2

November 24, 2025

The City Planning and Zoning Commission will hold a public hearing on a request from the City of Pueblo for the approval of the following application:

S-25-07 Subdivision: St. Charles Industrial Park Filing No. 4, a resubdivision of 469.72 acres located west of Interstate 25 and north of Lime Road into 2 lots and 1 parcel for future industrial development.

The Planning and Zoning Commission meeting will be held on **December 10, 2025, at 3:30 p.m.** in City Council Chambers at 1 City Hall Place. The meeting will be recorded and can be viewed via Zoom, but **no testimony will be heard virtually** (Zoom info available at www.pueblo.us/PandZ).

You are welcome to attend this public hearing and express your viewpoint concerning this proposal. Written testimony can also be accepted up to 24 hours before the hearing date. To review the staff report for the proposed application, please visit www.pueblo.us/PandZ and click on "Most Recent Agenda" no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions**.

Planning & Community Development
By Hannah Prinzi, Planner
(719) 553-2259

CASE NUMBER S-25-07

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the proposed final plat of the property commonly known as ST CHARLES INDUSTRIAL PARK FILING NO 4 to be sent to the attached list of owners of the real property lying within three hundred (300) feet of the said property on which the final plat is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-6-2.

11-24-25
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Karen Elgin Mailed by Carol

Owner	OwnerStree	OwnerCity	Ow	OwnerZip
CS WIND AMERICA INC	100 TOWERS RD	PUEBLO	CO	81004-7700
ROCLA CONCRETE TIE INC	1819 DENVER WEST DR STE 45	LAKEWOOI	CO	80401-3198
PUEBLO MUNICIPAL CORP	200 S MAIN ST	PUEBLO	CO	81003-3525
B&B GRAZING LLC	2023 OVERTON RD	PUEBLO	CO	81008-9619
PUEBLO COUNTY	215 W 10TH ST	PUEBLO	CO	81003-2945
CABRERA JACINTO FERNANDEZ/ROJAS YULEIVYS DEL	2801 LIME RD	PUEBLO	CO	81004-2100
STEVES MARK K/STEVES SUSAN L	2909 LIME RD	PUEBLO	CO	81004-9717
THIELEMIER ROBERT TROY/THIELEMIER ROBIN LEE	2990 LIME RD	PUEBLO	CO	81006
PUEBLO DEVELOPMENT FOUNDATION	310 N MAIN STE 210	PUEBLO	CO	81003
TORRI ALBERT P/TORRI CLARA J FAMILY TRUST/TORF	3100 LIME RD	PUEBLO	CO	81004-9717
PUEBLO BHS LLC	431 OGDEN LN	NEW BRAU	TX	78130-2980
C R MINERALS COMPANY LLC	620 N CARROLL AVE STE 110	SOUTHLAK	TX	76092-6489
CITY OF PUEBLO A MUNICIPAL CORPORATION	PO BOX 1427	PUEBLO	CO	81002-1427

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 9, 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:

_____

_____

_____

_____

_____
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

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

Representative/Contact Information:

City of Pueblo: Carla Sikes, City Attorney
1 City Hall Place
Pueblo, CO 81003
(719) 562-3899
csikes@pueblo.us

County of Pueblo: Cynthia Mitchell, County Attorney
215 W. 10th Street, Room 312
Pueblo, CO 81003
(719) 583-6630
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 Arbiter Group or, if the Judicial Arbiter 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. 10th St. Rm. 312
Pueblo, CO 81003

City of Pueblo
Attn: Carla Sikes, City Attorney 1
City Hall Place, 3rd 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, 104th Congress, as amended and expanded in Public law 156, 108th 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)(lll)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 feesor 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 Ordinance

COUNCIL MEETING DATE: February 9, 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 AMENDING CHAPTER 4 OF TITLE XIV OF THE PUEBLO MUNICIPAL CODE RELATING TO AND ESTABLISHING CRITERIA, STANDARDS, RULES AND REGULATIONS FOR THE APPROPRIATION AND EXPENDITURE OF FUNDS IN THE 1992-2026 SALES AND USE TAX CAPITAL IMPROVEMENT PROJECTS FUND

SUMMARY:

Attached is a proposed Ordinance which expands the definition of “primary job” and “capital improvement project” and “project” to include projects of economic significance which act as economic catalysts.

PREVIOUS COUNCIL ACTION:

The Half-Cent Sales Tax Criteria Ordinance was amended by City Council by Ordinance No. 8509, dated August 27, 2012, Ordinance No. 8801 dated November 24, 2014, and Ordinance No. 9698 dated April 13, 2020.

BACKGROUND:

The 1992-2026 Sales and Use Tax Capital Improvement Projects Fund, commonly referred to as the “half-cent sales tax fund,” was established by voters years ago and has been extended multiple times for the purpose of funding job-creating capital improvement projects within the City. By voter-approved Ordinance 8197 dated November 2, 2010, City voters delegated to City Council the authority and responsibility to initially establish and then amend, by ordinance, appropriate criteria, standards, rules and regulations for the appropriation and expenditure of monies in the Fund.

FINANCIAL IMPLICATIONS:

The Fund currently contains more than $60 million dollars in unobligated funds. The proposed Ordinance would authorize City Council to spend half-cent sales tax funds, either through a loan or a direct investment, to prevent economic leading, to promote

place making projects, or to complete economic catalyst projects.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

A no-action alternative will maintain the status quo.

RECOMMENDATION:

None.

ATTACHMENTS:

1. Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 4 OF TITLE XIV OF THE PUEBLO MUNICIPAL CODE RELATING TO AND ESTABLISHING CRITERIA, STANDARDS, RULES AND REGULATIONS FOR THE APPROPRIATION AND EXPENDITURE OF FUNDS IN THE 1992-2026 SALES AND USE TAX CAPITAL IMPROVEMENT PROJECTS FUND

WHEREAS, the people of the City of Pueblo have repeatedly extended the one-half percent sales and use tax rate for job-creating projects within the City and the Pueblo Memorial Airport Industrial Park; and

WHEREAS, the people of Pueblo by Ordinance Numbers 5668, 5978 and 8197 have authorized and directed the City Council to establish by ordinance the criteria, standards, rules and regulations for the appropriation and expenditure of revenues contained within the 1992-2031 Sales and Use Tax Capital Improvement Fund (the "Fund"); and

WHEREAS, primary job creation is spurred by investment in infrastructure that will encourage development; and

WHEREAS, primary job creation is spurred by encouraging projects of economic significance that will act as economic catalysts and further expand the City of Pueblo's sales tax base; and

WHEREAS, the long-term management and maintenance of the community is crucial for economic development by ensuring a vibrant, attractive, and sustainable environment that will attract and retain residents, businesses, and investment; NOW THEREFORE,

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

SECTION 1.

Chapter 4 of Title XIV of the Pueblo Municipal Code, as amended, is hereby amended to read as follows:

Sec. 14-4-85.1. Sales and Use Tax Capital Improvement Project Fund; definitions.

. . .

(2) *Capital improvement project* or *project* means a project or improvement of a permanent or fixed nature and includes the acquisition of property (both real property and tangible personal property, except inventory or property held for sale to customers in the ordinary course of business), the construction, extension, remodeling or rehabilitation of buildings or structures within which individuals are customarily employed or which are customarily used to house machinery or equipment, and the installation or extension of streets, sanitary sewer, water or other utilities required to serve a project **or Economic Catalyst Project, promote Place Making, or prevent Economic Leakage**. *Capital improvement project* or *project* also means a regional tourism project, approved by the Colorado Economic Development Commission, which qualifies for state sales tax increment revenue pursuant to the Colorado Regional Tourism Act, C.R.S. 24-46-301 *et seq.*

. . .

(3.1) Economic Catalyst Project means a project that has a substantial impact on the economic well-being of the City, community, or region by substantially stimulating economic growth and development, creating new jobs, increasing consumer spending, expanding the tax base, or attracting further investment in the City, community, or region.

(3.2) Economic Leakage means the reduction of economic activity within the City caused by the outflow of resources, such as money and tax revenues from the local economy, hindering growth and expansion of the community.

. . .

(6.5) Place Making means the process and act of creating high-quality public spaces and amenities that encourage people to want to live, work, play, and learn in the City, community, or region.

. . .

(7) *Primary job* means**:**

(a) a full-time position in private sector employment by manufacturing, business, commercial or service industries producing, assembling or distributing products or providing services primarily or ultimately for sale, consumption, or use outside of the City and County of Pueblo, Colorado**;[**.**]**

(b) [*Primary job* also means**]** employment resulting from a regional tourism project, approved by the Colorado Economic Development Commission, which qualifies for state sales tax increment revenue pursuant to the Colorado Regional Tourism Act, C.R.S. 24-46-301 *et seq.**;* **and**

(c) employment resulting from an Economic Catalyst Project.

SECTION 2.

Chapter 4 of Title XIV of the Pueblo Municipal Code, as amended, is hereby amended to read as follows:

Sec. 14-4-85.3. – Sales and Use Tax Capital Improvement Projects Fund; approval, criteria and standards.

. . .

(b) Each of the following criteria and standards must be met before City Council may by resolution approve an application for funds:

. . .

(9) The total amount expended on one or more Economic Catalyst, Economic Leakage, or Place Making Projects in any given year shall not exceed, in aggregate, fifteen percent (15%) of the total uncommitted fund balance in the Sales and Use Tax Capital Improvement Fund as of January 1 of that year.

SECTION 3.

Sec. 14-4-85.5. Sales and Use Tax Capital Improvement Project Fund; special categories.

(1) Acquisition of land and construction of so-called shell buildings or the acquisition, remodeling and renovation of existing buildings for the purpose of **preventing Economic Leakage, or** making such buildings available for **Place Making, or** applicants or potential applicants who meet the standards and criteria of this Chapter.

. . .

(3) Land acquisition, infrastructure development and professional services associated therewith **to prevent Economic Leakage and** to establish and facilitate **Place Making or** the creation of *primary jobs* within the City and enhance the City's tax base, including but not limited to establishment and development of one (1) or more industrial parks or development sites.

SECTION 4.

The officers and staff of the City are authorized to perform any and all acts consistent with this Ordinance and the attached Agreement which are necessary or appropriate to implement the transactions described therein.

SECTION 5.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

Docusign Envelope ID: 0A865B74-4B3B-4CD4-9113-23674A0D0864

City Clerk's Office Item # Q1

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: February 9, 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 AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $7,907,540.00 WITH INSITUFORM TECHNOLOGIES, LLC DBA C&L WATER SOLUTIONS, AND SETTING FORTH $2,372,262.00 FOR CONTINGENCIES, FOR PROJECT NO. 25-070A (WWAN02) STOCKYARD ROAD CIPP – 60-INCH AND 66-INCH PIPELINE CIPP REHABILITATION AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE SAME

SUMMARY:

Attached is a resolution awarding a construction contract to Insituform Technologies, LLC DBA C&L Water Solutions for Project No. 25-070A (WWAN02) Stockyard Road CIPP – 60-inch and 66-inch Pipeline CIPP Rehabilitation. This project will line approximately 2,958 linear feet of 60-inch sanitary sewer main, 317 linear feet of 66-inch sanitary sewer main, rehabilitate the manholes adjacent to the sewer mains, construct a bypass structure, and rehabilitate two vaults in the James R. DiIorio Water Treatment Facility.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

The Wastewater Department identified severe defects that need rehabilitation in the sanitary sewer interceptor that serves the entire City of Pueblo. Defects in the sanitary sewer main range from corrosion, spalling, infiltration, and exposed reinforced steel.

FINANCIAL IMPLICATIONS:

The cost of the construction project was bid at $7,907,540.00 with contingencies of $2,372,262.00. Funds are available from the Sewer User Funds and have been

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budgeted and appropriated to Project No. 25-070A (WWAN02 – Annual Large Main Rehab).

BOARD/COMMISSION RECOMMENDATION:

Not applicable

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

If no rehabilitation is performed on the collection system, the condition of the sanitary mains will continue to deteriorate until an emergency repair is required. The Wastewater Department would also risk violating its discharge permit if a sanitary sewer overflow were to happen.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 02-09-26 Stockyard Rd CIPP 60 66 Pipeline Rehabilitation Attachment.docx

Docusign Envelope ID: 0A865B74-4B3B-4CD4-9113-23674A0D0864

RESOLUTION NO. 16251

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $7,907,540.00 WITH INSITUFORM TECHNOLOGIES, LLC DBA C&L WATER SOLUTIONS, AND SETTING FORTH $2,372,262.00 FOR CONTINGENCIES, FOR PROJECT NO. 25-070A (WWAN02) STOCKYARD ROAD CIPP – 60-INCH AND 66-INCH PIPELINE CIPP REHABILITATION AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE SAME

WHEREAS, competitive bids for the Project No. 25-070A (WWAN02) Stockyard Road CIPP – 60-inch and 66-inch Pipeline CIPP Rehabilitation have been received and examined; and

WHEREAS, the proposal of Insituform Technologies, LLC DBA C&L Water Solutions of Littleton, Colorado was the lowest of those bids determined to be responsive; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

City Council authorizes Project No. 25-070A (WWAN02) Stockyard Road CIPP – 60-inch and 66-inch Pipeline CIPP Rehabilitation to be performed, and the contract for said project is hereby awarded to Insituform Technologies, LLC DBA C&L Water Solutions, in the amount of $7,907,540.00.

SECTION 2.

Funds for Project 25-070A (WWAN02 – Large Main Rehab) - Stockyard Road CIPP – 60-inch and 66-inch Pipeline CIPP Rehabilitation shall be from the Sewer User Funds.

SECTION 3.

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

SECTION 4.

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

Contingencies and Additional Work…….$2,372,262.00.

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SECTION 5.

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

SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: February 9, 2026

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

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

SITE LOCATION MAP
PROJECT NO. 25-070A (WWAN02)
STOCKYARD ROAD CIPP - 60-INCH AND 66-INCH PIPELINE CIPP REHABILITATION

city of PUEBLO colorado

This map has been produced by the City of Pueblo. Data provided herein is derived from sources with varying levels of accuracy. The City of Pueblo disclaims all responsibility for the accuracy or completeness of information contained herein. The City of Pueblo does not guarantee nor provide any warranty, expressed or implied, as to the representative completeness or accuracy of maps and data provided herein.

nearmap.com

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

EVALUATION TABULATION

IFB No. 25-070A

Stockyard Road CIPP - 60-inch and 66-inch Pipeline CIPP Rehabilitation

RESPONSE DEADLINE: January 21, 2026 at 2:00 pm

Report Generated: Wednesday, January 21, 2026

VENDOR TOTALS

Vendor	Base Bid	Bid Alternate No. 1	Bid Alternate No. 2	Bid Alternate No. 3	Bid Alternate No. 4	Total
Insituform Technologies, LLC DBA C&L Water Solutions	$7,654,361.00	$103,932.00	$103,932.00	$2,815.00	$42,500.00	$7,907,540.00
Inliner Solutions, LLC	$7,792,589.00	$93,000.00	$87,000.00	$2,500.00	$23,500.00	$7,998,589.00

BASE BID

Base Bid					Inliner Solutions, LLC		Insituform Technologies, LLC DBA C&L Water Solutions	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	1	Mobilization, Demobilization, Bonds and Insurance	1	LS	$171,000.00	$171,000.00	$413,291.00	$413,291.00
X	2	Traffic Control	1	LS	$81,000.00	$81,000.00	$118,392.00	$118,392.00
X	3	Conformance with GESC Requirements and Permit	1	LS	$21,000.00	$21,000.00	$14,172.00	$14,172.00
X	4	Pipeline Rehabilitation CIPP - 60-inch Trunk Sewer	2958	LF	$612.00	$1,810,296.00	$638.00	$1,887,204.00
X	5	Pipeline Rehabilitation CIPP - 66-inch Trunk Sewer	317	LF	$1,079.00	$342,043.00	$1,046.00	$331,582.00
X	6	Cast-in-Place Bypass Structure	1	LS	$3,147,000.00	$3,147,000.00	$1,717,619.00	$1,717,619.00
X	7	Remove and Replace MH-564834.9 (5-2)	1	LS	$124,000.00	$124,000.00	$141,463.00	$141,463.00
X	8	East Vault Rehabilitation – Epoxy Coating	1	LS	$274,250.00	$274,250.00	$324,247.00	$324,247.00
X	9	West Vault Rehabilitation – Polymer Insert	1	LS	$440,000.00	$440,000.00	$352,991.00	$352,991.00
X	10	Rehabilitation of Existing Manhole - MH-544838.5 (5-7)	1	LS	$14,000.00	$14,000.00	$16,287.00	$16,287.00
X	11	Rehabilitation of Existing Manhole - MH 544837.8	1	LS	$16,000.00	$16,000.00	$16,287.00	$16,287.00
X	12	Rehabilitation of Existing Manhole - MH 554837.1	1	LS	$16,000.00	$16,000.00	$16,287.00	$16,287.00
X	13	Rehabilitation of Existing Manhole - MH 554836.4	1	LS	$13,750.00	$13,750.00	$16,287.00	$16,287.00
X	14	Rehabilitation of Existing Manhole - MH 564835.6	1	LS	$14,250.00	$14,250.00	$16,287.00	$16,287.00

Base Bid					Inliner Solutions, LLC		Insituform Technologies, LLC DBA C&L Water Solutions	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	15	Rehabilitation of Existing Manhole - MH 564822.8	1	LS	$11,750.00	$11,750.00	$16,287.00	$16,287.00
X	16	Bypass Pumping	1	LS	$1,143,750.00	$1,143,750.00	$2,225,971.00	$2,225,971.00
X	17	Confluence Park Site Preparation and Restoration	1	LS	$152,500.00	$152,500.00	$29,707.00	$29,707.00
Total						$7,792,589.00		$7,654,361.00

BID ALTERNATE NO. 1

Bid Alternate No. 1					Inliner Solutions, LLC		Insituform Technologies, LLC DBA C&L Water Solutions	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	A1	Construct Epoxy Coated Manhole SSMH-1 STA 10+30.90	1	LS	$93,000.00	$93,000.00	$103,932.00	$103,932.00
Total						$93,000.00		$103,932.00

BID ALTERNATE NO. 2

Bid Alternate No. 2					Inliner Solutions, LLC		Insituform Technologies, LLC DBA C&L Water Solutions	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	A2	Construct Epoxy Coated Manhole SSMH-3 STA 41+37.93	1	LS	$87,000.00	$87,000.00	$103,932.00	$103,932.00
Total						$87,000.00		$103,932.00

BID ALTERNATE NO. 3

Bid Alternate No. 3					Inliner Solutions, LLC		Insituform Technologies, LLC DBA C&L Water Solutions	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	A3	Lateral Status Determination (Dye Testing)	5	EA	$500.00	$2,500.00	$563.00	$2,815.00
Total						$2,500.00		$2,815.00

BID ALTERNATE NO. 4

Bid Alternate No. 4					Inliner Solutions, LLC		Insituform Technologies, LLC DBA C&L Water Solutions	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	A4	Additional Injection Grouting (I/I Mitigation)	500	GAL	$47.00	$23,500.00	$85.00	$42,500.00
Total						$23,500.00		$42,500.00

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Background Paper for Proposed Resolution

COUNCIL MEETING DATE: February 9, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Dianne Danti, Councilor
Ted Hernandez, Councilor

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2026 GENERAL FUND BUDGET TO BOYS & GIRLS CLUBS OF PUEBLO COUNTY IN THE AMOUNT OF $1,500 TO SPONSOR THE 2026 CHAMPIONS OF YOUTH DINNER AND AWARDS CEREMONY AT 5:30 PM AT PUEBLO CONVENTION CENTER ON MARCH 12, 2026

SUMMARY:

Attached for consideration is a request for support of Boys and Girls Clubs of Pueblo County in the amount of $1,500 to sponsor the 2026 Champions of Youth Dinner and Awards Ceremony at 5:30 PM at Pueblo Convention Center on March 12, 2026.

PREVIOUS COUNCIL ACTION:

Council supported this event in 2025 for $2,000, in 2024 for $1,800, in 2023 for $1,600, in 2022 for $1,350, and in 2021 for $1,200.

BACKGROUND:

City Council Members Dianne Danti and Ted Hernandez are requesting $1,500 to sponsor Boys and Girls Clubs of Pueblo County 2026 2026 Champions of Youth Dinner and Awards Ceremony. The 2026 Champions of Youth Dinner and Awards Ceremony will take place on March 12, 2026, at 5:30 PM at the Pueblo Convention Center.

Since 1972, Boys & Girls Clubs of Pueblo County have provided safe spaces and unmatched youth development programs for kids and teens. The Champions of Youth Dinner and Awards Ceremony is their biggest event of the year. Funds raised will go towards their general operating funds in order to serve a projected 2,270 youth in 2026. At this event they introduce the community to their work, recognize approximately 45 of their leading youth including their Youth of the Year, and generate monetary support. This sponsorship tier includes 6 tickets to the event.

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FINANCIAL IMPLICATIONS:

Payment of funds in the amount of $1,500 would be paid from the Council Contingencies Account in the 2026 General Fund Budget to Boys & Girls Clubs of Pueblo County.

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 Dianne Danti and Ted Hernandez.

ATTACHMENTS:

1. Sponsorship Request Packet - Boys & Girls Club - 2026 Champions of Youth Dinner and Awards Ceremony
2. SOS - Boys & Girls Clubs of Pueblo County - 1.22.26
3. 2026 Contingencies (Council) Boys & Girls Club - Champions of Youth Dinner and Awards Ceremony

Docusign Envelope ID: 0A865B74-4B3B-4CD4-9113-23674A0D0864

RESOLUTION NO. 16252

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2026 GENERAL FUND BUDGET TO BOYS & GIRLS CLUBS OF PUEBLO COUNTY IN THE AMOUNT OF $1,500 TO SPONSOR THE 2026 CHAMPIONS OF YOUTH DINNER AND AWARDS CEREMONY AT 5:30 PM AT PUEBLO CONVENTION CENTER ON MARCH 12, 2026

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of $1,500 from the Council Contingencies Account in the 2026 General Fund Budget is authorized to be paid to Boys & Girls Clubs of Pueblo County to sponsor the 2026 Champions of Youth Dinner and Awards Ceremony at 5:30 PM at Pueblo Convention Center on March 12, 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: February 9, 2026

BY: Roger Gomez
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff B744E51823AB462...
PRESIDENT OF CITY COUNCIL

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

Sponsorship Request

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

Requestor Name	Kendra Turner
Date	01/22/2026
Requestor Phone	[redacted]
Requestor Email	[redacted]
Business/Organization Name	Boys and Girls Clubs of Pueblo County
Organization Website	www.bgcpckids.org
Please share your business or organizations mission/goals	Our mission is to enable all young people, especially those who need us most, to reach their full potential as productive, caring, responsible citizens. Our vision is to provide a world-class experience that assures success is within reach of every young person who enters our doors, with all members on track to graduate from high school with a plan for the future, demonstrating good character and leadership, and living a healthy lifestyle.
Sponsorship request for	Event
Requested Amount	$1,600
Describe how contribution will be used	All proceeds directly support operating costs of our out-of-school time youth programs. Should the City choose to purchase a table for the event at $1,600, just $500 covers the cost of 10 attendees, while $1,100 of the purchase price funds Club programs. Sponsorships of $1,000 include six tickets, with $300 covering attendance costs and $700 supporting Club programs.
Event Title	2026 Champions of Youth Dinner and Awards Ceremony
Event Date	03/12/2026
Event Time	5:30 PM (MST)
Event Location	Pueblo Convention Center
Admission to this event is	Paid
IF PAID IS SELECTED Cost of Admission	$150 per ticket
Event Description:	Since 1972, Boys & Girls Clubs of Pueblo County have provided safe spaces and unmatched youth development programs for kids and teens. By sponsoring our

	biggest event of the year, you are providing more than $150,000 of general operating funds to our mission, which is critical as we continue to expand, serving a projected 2,270 youth in 2026. Champions of Youth is the Clubs' biggest night! As a sponsor, you can look forward to reaching the 600+ attendees in the room, Club families, and our 1,400+ email subscribers. The event is three-fold: we introduce the community to our work, recognize our approximately 45 of our leading youth including our Youth of the Year, and generate monetary support. The experience for both our awardees and our guests is unforgettable! In conjunction with this event, we run an online, one-week auction that accounts for $20,000 of proceeds.
Does your organization hold multiple events per year?	No
Sponsorship Benefits	Social Media, print and enewsletter and web site recognition.
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?	To date, we have secured sponsorship from: Black Hills Energy $15,000 Comcast $7,800 D70 $5,000 SCEA $4,000 CSU Pueblo $3,500 MxV Rail $2,500 D60 $2,500 Verticomm Technologies $2,500 InBank $2,500 Bank of the San Juans $2,500 Ent Credit Union $2,500 CHFA $2,500 Goal Academy $1,500 Tim & Kendra Turner $1,500 Planet Fitness $1,500 SunWest $1,500 TR Toppers $1,000
What population(s) does your organization primarily serve? (multi select)	• Youth • Disadvantaged – low income
How many individuals did your organization serve last year?	2031
Please upload supporting documents such as sponsorship request letter, event flyer etc.	2026 CYD sponsorship flyer.pdf

Payment Details

Make check payable to	Boys & Girls Clubs of Pueblo County
Address	635 W. Corona Avenue Suite 100

	Pueblo, CO 81004
Phone Number	719-564-0055

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

Download the **Vendor Application**

CHAMPIONS OF YOUTH DINNER & AWARDS

Pueblo Convention Center

March 12th 2026

SPONSORSHIP LEVELS

Benefits	On-Stage Speaking Opportunity/ Welcome	Thank You Video Played at Event	Premier or Priority Seating	Onstage Recognition at Event	Logo on Invite & Program Name in Press Release	Logo in Event Video Presentation	Name & Logo on Socials, Webpage & eBlast to 1,300+ Subscribers
Galactic Guardian* **$25,000 (2 tables)**	●	●	Premier	●	●	●	●
Star Commander* **$10,000 (1 table of 10 seats)**		●	Premier	●	●	●	●
Orbital Ally* **$5,000 (1 table)**			Premier	●	●	●	●
Satellite Sponsor* **$2,500 (1 table)**			Priority	●	●	●	●
Rocket Boost a Table of Stars **$2,500 (2 tickets*)**			Priority	●	●	●	●
Comet Champion **$1,500 (6 tickets)**						●	●
Lunar Supporter **$1,000 (2 tickets)**							●

*The Club Kid Underwriter Sponsorship pays for each awardee and their guardian to attend at no cost
**Two bottles of wine, chocolates and a surprise Club gift.

SPECIALTY SPONSORSHIPS

Mission Broadcast Sponsor $ SOLD ncludes a "feature" video at the top of the program for the comp ater use, premier seating, 2 tables

***Cosmic Ambience Sponsor* $5,000** (entertainment and room decor) includes logo on room signage, onstage recognition, 1 table

***Rocket Fuel Match Sponsor* $5,000** includes a speaking opportunity/recognition during the paddle raise, 1 table

***Command Center VIP Sponsor* $2,500** includes logo on cocktail napkins, signature cocktail naming rights, bar signage, 2 tickets

***"Out of this World" Candy Station Sponsor* $1,500** includes logo on the Candy Station and awardees' treat bags, 2 tickets

***Stellar Ovation Sponsor* $1,500** includes logo imprinting on each guest's handclapper, placed on all tables, 2 tickets

Launch Pad Memories Sponsor $ SOLD cludes your logo on guests' printed photos, option o ed backdrop

Additional tables (10 seats each) $1,600

Extra-Terrestrial VIP tables** (complimentary wine & priority seating) $1,800

Individual tickets $150

EVENT SPONSOR BENEFITS & OUR WORK

Since 1972, Boys & Girls Clubs of Pueblo County have provided safe spaces and unmatched youth development programs for kids and teens. By sponsoring our biggest event of the year, you are providing more than $150,000 of general operating funds to our mission, which is critical as we continue to expand, serving a projected 2,270 youth in 2026.

Our 2025 Event

Champions of Youth is the Clubs' biggest night! As a sponsor, you can look forward to reaching the 600+ attendees in the room, Club families, and our 1,400+ email subscribers. The event is three-fold: we introduce the community to our work, recognize our leading youth including our Youth of the Year, and generate monetary support. The experience for both our awardees and our guests is unforgettable!

In conjunction with this event, we run an online, one-week auction that accounts for $20,000 of proceeds. If you or your business is interested in providing an item or experience for the auction, please contact our Special Events Manager, Cheryl Califano (information listed below).

A portion of ticket sales or sponsorships (total amount minus value of goods received) qualifies for the 50% Colorado Child Care Tax Credit. Contact your financial consultant for details.

If you are ready to commit to sponsoring or have more questions about our flagship event, contact Cheryl Califano at cherylc@bgcpueblo.org or 719-564-0055 extension 107.

Honoring our Members

Save the Date
March 12th 2026

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,

Boys & Girls Clubs of Pueblo County

is a

Nonprofit Corporation

formed or registered on 05/25/1973 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 19871258260 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 01/21/2026 that have been posted, and by documents delivered to this office electronically through 01/22/2026 @ 15:19:14 .

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 01/22/2026 @ 15:19:14 in accordance with applicable law. This certificate is assigned Confirmation Number 18112187 .

Jena Griswold

Secretary of State of the State of Colorado

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

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

DATE	BALANCE IN 2025 CONTINGENCIES ACCOUNT		DEBIT	CREDIT	BALANCE
	Beginning Balance				$ 85,000.00
1/12/26	Catholic Charities - Espiritu Mardi Gras Masquerade		$ 1,000.00		$ 84,000.00
1/26/26	Mariposa Center for Safety - 2nd Annual Ode to Chocolate Indulgence		$ 800.00		$ 83,200.00
1/26/26	Latino Chamber - Dinner Dance Celebration		$ 1,000.00		$ 82,200.00
2/9/26	Boys & Girls Clubs - Champions of Youth Dinner		$ 1,500.00		$ 80,700.00
					$ 80,700.00
					$ 80,700.00

Docusign Envelope ID: 0A865B74-4B3B-4CD4-9113-23674A0D0864

City Clerk's Office Item # Q3

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: February 9, 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 SECTIONS 13 AND 14 OF APPENDIX A LEGISLATIVE PROCEDURES AND RULES OF COUNCIL RELATING TO THE LOCATION OF CITY COUNCIL WORK SESSIONS

SUMMARY:

This proposed Resolution amends Appendix A, Section 13 to remove language requiring all “meetings” of City Council to take place in Council Chambers at City Hall. This Resolution also amends Appendix A, Section14 to specify that City Council Work Sessions may take place at any location determined by City Council that is consistent with the City Charter and Pueblo Municipal Code.

PREVIOUS COUNCIL ACTION:

City Council has acted to codify start times and dates for regularly scheduled meetings of the Executive Committee known as Work Sessions.

BACKGROUND:

The purpose of this Resolution is to remove existing ambiguity as it relates to the gathering of City Council for Work Sessions at places other than Council Chambers at City Hall. While Section 3-15 of the City Charter requires that all regular meetings of City Council occur on the 2nd and 4th Monday of each month at City Hall, the only reference to the location of special meetings or Work Sessions exists in Section 13 of Appendix A which states that “All meetings” of City Council shall be held in the Council Chamber at City Hall. This proposed Resolution would amend Section 13 to remove this ambiguity and further amend Section 14 to authorize Work Sessions to occur at locations outside of Council Chambers at City Hall unless specifically restricted by City Charter or Pueblo Municipal Code.

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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 it could be interpreted that City Council would only be permitted to conduct Work Sessions at Council Chambers in City Hall.

RECOMMENDATION:

None.

ATTACHMENTS:

None

Docusign Envelope ID: 0A865B74-4B3B-4CD4-9113-23674A0D0864

RESOLUTION NO. 16253

A RESOLUTION AMENDING SECTIONS 13 AND 14 OF APPENDIX A LEGISLATIVE PROCEDURES AND RULES OF COUNCIL RELATING TO THE LOCATION OF CITY COUNCIL WORK SESSIONS

WHEREAS, City Council desires to amend the Legislative Procedures and Rules of Council to allow City Council meetings of the Executive Committee, more commonly known as "Work Sessions" to occur at locations other than Council Chambers at City Hall. NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

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 5:30 p.m.

SECTION 2.

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 1st, 3rd, and 5th Monday of each month, when applicable, unless cancelled by the chairman of the Executive Committee, **at a location not inconsistent with the City Charter and the Pueblo Municipal Code** 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.

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SECTION 3.

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 4.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: February 9, 2026

BY: Roger Gomez
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Cliff B7A4F51823AB402...
PRESIDENT OF CITY COUNCIL

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

Docusign Envelope ID: 0A865B74-4B3B-4CD4-9113-23674A0D0864

City Clerk's Office Item # Q4

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: February 9, 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 FROM THE CITY OF PUEBLO IN SUPPORT OF COLORADO HOUSE BILL 26-1071, CONCERNING ALLOWING A LOCAL GOVERNMENT TO LOCATE AN AUTOMATED VEHICLE IDENTIFICATION SYSTEM ON AN INTERSTATE HIGHWAY

SUMMARY:

Attached is a Resolution in support of Colorado House Bill 26-1071 concerning allowing a local government to locate an automated vehicle identification system on an interstate highway.

PREVIOUS COUNCIL ACTION:

Not applicable to this Resolution.

BACKGROUND:

Current law allows the state to locate an automated vehicle identification system (AVIS) on a highway that is part of the federal interstate highway system but prohibits a county, city and county, or municipality (local government) from doing so. The bill authorizes local governments to locate an AVIS on a highway that is part of the federal interstate highway system.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City in passing this Resolution.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

Docusign Envelope ID: 0A865B74-4B3B-4CD4-9113-23674A0D0864

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

City Council could choose not to publicly support Colorado House Bill 26-1071.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. HB 26-1071

Docusign Envelope ID: 0A865B74-4B3B-4CD4-9113-23674A0D0864

RESOLUTION NO. 16254

A RESOLUTION FROM THE CITY OF PUEBLO IN SUPPORT OF COLORADO HOUSE BILL 26-1071, CONCERNING ALLOWING A LOCAL GOVERNMENT TO LOCATE AN AUTOMATED VEHICLE IDENTIFICATION SYSTEM ON AN INTERSTATE HIGHWAY

WHEREAS, Automated Vehicle Identification Systems (AVIS) utilize cameras and sensors to automatically detect traffic violations, such as speeding and red light violations, and record vehicle data like license plates for penalty issuance; and

WHEREAS, AVIS is used in many Colorado municipalities to enhance road safety near schools, construction zones, municipal parks and residential neighborhoods; and

WHEREAS, AVIS is a tool which can be leveraged to change people's behavior, to make our highways safer, and ultimately, lessen the burden on the City of Pueblo's police department; and

WHEREAS, state law currently restricts all municipalities from locating an AVIS or establishing an AVIS corridor on any highway that is part of the federal highway interstate system; and

WHEREAS, Colorado House Bill 26-1071 will remove the current restriction regarding placement of an AVIS on federal highway interstate system highways and allow the Pueblo Police Department to enhance road safety along Interstate 25 through the City of Pueblo; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council of the City of Pueblo, for the above-stated reasons, supports the passage of Colorado House Bill 26-1071 and urges the Colorado State Legislature to enact the same.

SECTION 2.

A copy of this Resolution be transmitted to all members of the Colorado General Assembly and the Governor of Colorado.

SECTION 3.

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

Docusign Envelope ID: 0A865B74-4B3B-4CD4-9113-23674A0D0864

SECTION 4.

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

INTRODUCED: February 9, 2026

BY: Roger Gomez
MEMBER OF CITY COUNCIL

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

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

Second Regular Session
Seventy-fifth General Assembly
STATE OF COLORADO

INTRODUCED

LLS NO. 26-0608.01 Renee Leone x2695 **HOUSE BILL 26-1071**

HOUSE SPONSORSHIP

Mauro,

SENATE SPONSORSHIP

(None),

House Committees
Transportation, Housing & Local Government

Senate Committees

A BILL FOR AN ACT

CONCERNING ALLOWING A LOCAL GOVERNMENT TO LOCATE AN AUTOMATED VEHICLE IDENTIFICATION SYSTEM ON AN INTERSTATE HIGHWAY.

Bill Summary

(Note: This summary applies to this bill as introduced and does not reflect any amendments that may be subsequently adopted. If this bill passes third reading in the house of introduction, a bill summary that applies to the reengrossed version of this bill will be available at http://leg.colorado.gov.)

Current law allows the state to locate an automated vehicle identification system (AVIS) on a highway that is part of the federal interstate highway system but prohibits a county, city and county, or municipality (local government) from doing so. The bill authorizes a local government to locate an AVIS on a highway that is part of the federal

interstate highway system.

Be it enacted by the General Assembly of the State of Colorado:

SECTION 1. In Colorado Revised Statutes, 42-4-110.5, **amend** (2) introductory portion, (2)(g)(I), and (2)(g)(V) as follows:

42-4-110.5. Automated vehicle identification systems - school buses - exceptions to liability - penalty - contracting - limits on use of photographs and video - rules - legislative declaration - definitions.

(2) A county, city and county, or municipality may adopt an ordinance authorizing the use of an automated vehicle identification system to detect ~~violations~~ A VIOLATION of A traffic ~~regulations~~ REGULATION adopted by the county, city and county, or municipality, or the state OR a county, ~~a~~ city and county, or ~~a~~ municipality may utilize an automated vehicle identification system to detect A traffic ~~violations~~ VIOLATION under state law, subject to the following conditions and limitations and, as applicable, the requirements for state highways set forth in and any rules adopted by the department of transportation pursuant to subsection (2.5) of this section:

(g) (I) The state OR a county, ~~a~~ city and county, or ~~a~~ municipality shall not issue a notice of violation or civil penalty assessment notice for a violation detected using an automated vehicle identification system unless the violation occurred within a school zone, as defined in section 42-4-615; within a residential neighborhood; within a maintenance, construction, or repair zone designated pursuant to section 42-4-614; along a street that borders a municipal park; or along a street OR STATE HIGHWAY or A portion of a street OR STATE HIGHWAY that a county, city and county, or municipality, by ordinance or by a resolution of its

governing body, designates as an automated vehicle identification corridor, on which designated corridor the county, city and county, or municipality may locate an automated vehicle identification system to detect ~~violations~~ A VIOLATION of a TRAFFIC REGULATION ADOPTED BY THE STATE OR A county, city and county, or ~~municipal traffic regulation or a traffic violation under state law~~ MUNICIPALITY.

(V) ~~(A) Notwithstanding the provisions of subsection (2)(g)(I) of this section,~~ The state OR A COUNTY, CITY AND COUNTY, OR MUNICIPALITY may locate an automated vehicle identification system on a STATE highway that is a part of the federal interstate highway system and may issue a notice of violation or a civil penalty assessment notice for a ~~traffic violation under state law~~ VIOLATION OF A TRAFFIC REGULATION ADOPTED BY THE STATE OR A COUNTY, CITY AND COUNTY, OR MUNICIPALITY detected using the automated vehicle identification system.

~~(B) A county, a city and county, or a municipality shall not locate an automated vehicle identification system or create an automated vehicle identification corridor on any highway that is a part of the federal interstate highway system.~~

SECTION 2. Act subject to petition - effective date. This act takes effect at 12:01 a.m. on the day following the expiration of the ninety-day period after final adjournment of the general assembly (August 12, 2026, if adjournment sine die is on May 13, 2026); except that, if a referendum petition is filed pursuant to section 1 (3) of article V of the state constitution against this act or an item, section, or part of this act within such period, then the act, item, section, or part will not take effect unless approved by the people at the general election to be held in

November 2026 and, in such case, will take effect on the date of the official declaration of the vote thereon by the governor.

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City Clerk's Office Item # Q5

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: February 9, 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 FROM THE CITY OF PUEBLO IN OPPOSITION TO COLORADO HOUSE BILL 26-1037, DECLARING THE BILL HARMFUL TO PUBLIC SAFETY, MUNICIPAL GOVERNANCE, AND HOME RULE AUTHORITY AND CALLING UPON THE COLORADO GENERAL ASSEMBLY TO VOTE NO THEREON

SUMMARY:

Attached is a Resolution in opposition to Colorado House Bill 26-1037 concerning prohibiting a government entity from obtaining certain personal data from a third party for use by a government entity in exchange for anything of value.

PREVIOUS COUNCIL ACTION:

Not applicable to this Resolution.

BACKGROUND:

The bill prohibits law enforcement and other government entities from purchasing, or otherwise obtaining for anything of value, certain personal data from third parties. Law enforcement agencies and other government entities are also prohibited from sharing individuals' personal data between themselves.

Exceptions are created for obtaining personal data, including after obtaining a judicial warrant, subpoena, or court order, when an individual consents to sharing their data and, in the case of an emergency, involving a threat to a person's life or physical safety.
The bill creates a private cause of action for an individual who has their personal data obtained or shared in violation of the prohibitions in the bill. Personal data obtained or shared is excluded from trial and other court proceedings, subject to certain exceptions.

Docusign Envelope ID: 0A865B74-4B3B-4CD4-9113-23674A0D0864

FINANCIAL IMPLICATIONS:

There are no financial implications for the City in passing this Resolution.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

City Council could choose not to publicly oppose Colorado House Bill 26-1037.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. HB 2026-1037

Docusign Envelope ID: 0A865B74-4B3B-4CD4-9113-23674A0D0864

RESOLUTION NO. 16255

A RESOLUTION FROM THE CITY OF PUEBLO IN OPPOSITION TO COLORADO HOUSE BILL 26-1037, DECLARING THE BILL HARMFUL TO PUBLIC SAFETY, MUNICIPAL GOVERNANCE, AND HOME RULE AUTHORITY AND CALLING UPON THE COLORADO GENERAL ASSEMBLY TO VOTE NO THEREON

WHEREAS, the City of Pueblo is a home rule municipality under Article XX of the Colorado Constitution, vested with primary authority over matters of local concern, including public safety operations, law enforcement, and municipal administration; and

WHEREAS, the Pueblo City Council has a fundamental duty to protect the safety, property, and constitutional rights of the residents of the City of Pueblo through effective, lawful, and locally accountable governance; and

WHEREAS, Colorado House Bill 26-1037 proposes to prohibit government entities from purchasing or otherwise obtaining personal data from third parties in exchange for anything of value, restrict intergovernmental sharing of such data, and create evidentiary exclusion and a private right of action against government entities; and

WHEREAS, the City Council finds that House Bill 26-1037 is overbroad, ambiguously drafted, and insufficiently tailored, creating substantial legal uncertainty and potential liability for routine municipal operations, lawful investigations, and standard procurement practices; and

WHEREAS, Colorado House Bill 26-1037 risks disabling lawful and commonly used policing tools, including investigative databases, commercial data services, identity verification platforms, and other data necessary for fraud prevention, public safety investigations, and emergency response; and

WHEREAS, Colorado House Bill 26-1037 seeks to impose administrative, training, compliance, and auditing requirements on municipalities without providing funding, staffing, or resources, constituting an unfunded mandate that diverts limited resources from frontline public safety services; and

WHEREAS, Colorado House Bill 26-1037 declares a violation of the act as an “injury” and invents a private right of action to sue municipalities for money damages, and attorney fees, creating an incentive structure for lawsuits at taxpayer expense over technicalities and definitions; and

WHEREAS, existing constitutional and statutory protections already regulate government access to personal data, including Fourth Amendment protections, warrant and subpoena requirements, and civil liability provisions, making Colorado House Bill 26-1037 redundant and unnecessarily punitive; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

Docusign Envelope ID: 0A865B74-4B3B-4CD4-9113-23674A0D0864

SECTION 1.

The City Council of the City of Pueblo, for the above stated reasons, opposes the passage of Colorado House Bill 26-1037 and calls upon the Colorado General Assembly to vote no thereon.

SECTION 2.

A copy of this Resolution be transmitted to all members of the Colorado General Assembly and the Governor of Colorado.

SECTION 3.

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

SECTION 4.

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

INTRODUCED: February 9, 2026

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

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

Second Regular Session
Seventy-fifth General Assembly
STATE OF COLORADO

INTRODUCED

LLS NO. 26-0292.02 Owen Hatch x2698 **HOUSE BILL 26-1037**

HOUSE SPONSORSHIP

Bacon and DeGraaf,

SENATE SPONSORSHIP

Cutter,

House Committees
Judiciary

Senate Committees

A BILL FOR AN ACT

CONCERNING PROHIBITING A GOVERNMENT ENTITY FROM OBTAINING CERTAIN PERSONAL DATA FROM A THIRD PARTY FOR USE BY A GOVERNMENT ENTITY IN EXCHANGE FOR ANYTHING OF VALUE.

Bill Summary

(Note: This summary applies to this bill as introduced and does not reflect any amendments that may be subsequently adopted. If this bill passes third reading in the house of introduction, a bill summary that applies to the reengrossed version of this bill will be available at http://leg.colorado.gov.)

The bill prohibits law enforcement and other government entities from purchasing, or otherwise obtaining for anything of value, certain personal data from third parties. Law enforcement agencies and other government entities are also prohibited from sharing individuals' personal data between themselves.

Shading denotes HOUSE amendment. Double underlining denotes SENATE amendment.
Capital letters or bold & italic numbers indicate new material to be added to existing law.
Dashes through the words or numbers indicate deletions from existing law.

Exceptions are created for obtaining personal data, including after obtaining a judicial warrant, subpoena, or court order, when an individual consents to sharing their data and, in the case of an emergency, involving a threat to a person's life or physical safety.

The bill creates a private cause of action for an individual who has their personal data obtained or shared in violation of the prohibitions in the bill. Personal data obtained or shared is excluded from trial and other court proceedings, subject to certain exceptions.

Be it enacted by the General Assembly of the State of Colorado:

SECTION 1. Short title. The short title of this act is the "Fourth Amendment is Not for Sale Act".

SECTION 2. Legislative declaration. (1) The general assembly finds and declares that:

(a) The fourth amendment to the United States constitution guarantees that "[t]he right of the people to be secure in their persons, houses, papers, and effects, against unreasonable searches and seizures, shall not be violated, and no Warrants shall issue, but upon probable cause, supported by Oath or affirmation, and particularly describing the place to be searched, and the persons or things to be seized";

(b) The United States supreme court has observed, "Few protections are as essential to individual liberty as the right to be free from unreasonable searches and seizures. The Framers made that right explicit in the Bill of Rights following their experience with the indignities and invasions of privacy wrought by general warrants and warrantless searches that had so alienated the colonists and had helped speed the movement for independence. Ever mindful of the Fourth Amendment and its history, the Court has viewed with disfavor practices that permit police officers unbridled discretion to rummage at will among a person's private effects." *Byrd v. United States,* 584 U.S. 395, 402-403

(2018). Accordingly, "As technology has enhanced the Government's capacity to encroach upon areas normally guarded from inquisitive eyes, [the United States Supreme] Court has sought to assure preservation of that degree of privacy against government that existed when the Fourth Amendment was adopted." *Carpenter v. United States,* 585 U.S. 296, 305 (2018).

(c) In *People v. Seymour,* 536 P.3d 1260 (Colo. 2023), the Colorado supreme court stated that Colorado is not bound by the United States supreme court's interpretation of the fourth amendment when determining the scope of state constitutional protections. The court stated that article II, section 7 provides even greater privacy protections than the fourth amendment, and Colorado has "long rejected the third-party doctrine under that provision of the Colorado Constitution," further stating that "[g]iven the enduring and related privacy concerns presented by a search of an individual's online search history, we see no reason to change course here."

(d) Law enforcement has been able to effectively and efficiently enforce our criminal laws for more than 230 years without needing to evade fourth amendment warrant requirements that are essential to protecting Americans' liberty and privacy in the digital age.

SECTION 3. In Colorado Revised Statutes, **add** 16-3-303.3 as follows:

16-3-303.3. Prohibition on the bulk purchase of data from third parties by law enforcement - evidence inadmissible in court - definitions.

(1) AS USED IN THIS SECTION, UNLESS THE CONTEXT OTHERWISE REQUIRES:

(a) "EXCHANGE FOR ANYTHING OF VALUE" MEANS TO OBTAIN OR RECEIVE ACCESS TO AN ITEM, DATA, OR INFORMATION:

(I) IN EXCHANGE FOR MONEY OR OTHER VALUABLE CONSIDERATION;

(II) IN CONNECTION WITH SERVICES OR BENEFITS PROVIDED AS CONSIDERATION; OR

(III) AS PART OF THE PROVISION OF A FEE, INCLUDING AN ACCESS FEE, SERVICE FEE, MAINTENANCE FEE, OR LICENSING FEE.

(b) "GOVERNMENT ENTITY" HAS THE SAME MEANING SET FORTH IN SECTION 16-3-303.5, INCLUDING A POLITICAL SUBDIVISION.

(c) "LAW ENFORCEMENT ENTITY" MEANS AN AGENCY OR OTHER INSTRUMENTALITY OF A GOVERNMENT ENTITY, INCLUDING AN EMPLOYEE OR AGENT OF THE ENTITY, THAT IS AUTHORIZED BY LAW, REGULATION, OR GOVERNMENTAL POLICY TO ENGAGE IN OR SUPERVISE THE PREVENTION, DETECTION, INVESTIGATION, OR PROSECUTION OF A VIOLATION OF CRIMINAL LAW.

(d) "PERSONAL DATA" MEANS INFORMATION COLLECTED FROM OR GENERATED BY A SPECIFIC PERSON AS PART OF A CONSUMER TRANSACTION OR THE USE OF A CONSUMER PRODUCT OR SERVICE, WHETHER THE INFORMATION WAS COLLECTED BY THE ORIGINAL THIRD PARTY OR OBTAINED BY A DIFFERENT THIRD PARTY, THAT IS CONNECTED OR REASONABLY CONNECTED TO THE SPECIFIC PERSON OR THE SPECIFIC PERSON'S ELECTRONIC DEVICE. PERSONAL DATA INCLUDES, BUT IS NOT LIMITED TO, A PERSON'S:

(I) NAME;

(II) BILLING INFORMATION OR ADDRESS;

(III) SOCIAL SECURITY NUMBER;

(IV) HOME ADDRESS;

(V) DEMOGRAPHIC DATA;

(VI) WEB BROWSING OR SEARCH HISTORY;

(VII) APPLICATION USAGE HISTORY;

(VIII) PRECISE GEOLOCATION DATA, AS DEFINED IN SECTION 6-1-1303;

(IX) FINANCIAL INFORMATION;

(X) HEALTH INFORMATION;

(XI) BIOMETRIC IDENTIFIER, AS DEFINED IN SECTION 6-1-1303;

(XII) BIOLOGICAL DATA, AS DEFINED IN SECTION 6-1-1303;

(XIII) CHARACTERISTICS OF PROTECTED CLASSIFICATIONS UNDER STATE OR FEDERAL LAW;

(XIV) DEVICE IDENTIFIER, INCLUDING A MEDIA ACCESS CONTROL ADDRESS, INTERNATIONAL MOBILE EQUIPMENT IDENTIFIER, OR INTERNET PROTOCOL ADDRESS;

(XV) COMMUNICATIONS CONTENT; AND

(XVI) PROFILES OR INFERENCES ABOUT AN INDIVIDUAL BASED ON DATA POINTS COLLECTED OR ACQUIRED FROM THIRD PARTIES.

(e) "THIRD PARTY" MEANS A PERSON WHO:

(I) IS NOT A GOVERNMENT ENTITY; AND

(II) IS NOT THE PERSON TO WHOM THE PERSONAL DATA PERTAINS.

(f) "WIDELY DISTRIBUTED MEDIA" MEANS CONTENT THAT IS MADE AVAILABLE TO A LARGE, GENERAL AUDIENCE THROUGH CHANNELS THAT ALLOW BROAD ACCESS AND REGULAR DISSEMINATION, AS OPPOSED TO PRIVATE, NICHE, OR RESTRICTED COMMUNICATIONS.

(2) IN CONNECTION WITH A CRIMINAL, CIVIL, OR OTHER INVESTIGATORY OR ENFORCEMENT ACTIVITY:

(a) A LAW ENFORCEMENT ENTITY SHALL NOT OBTAIN OR RECEIVE ACCESS TO AN INDIVIDUAL'S PERSONAL DATA FROM A THIRD PARTY IN EXCHANGE FOR ANYTHING OF VALUE;

(b) A LAW ENFORCEMENT ENTITY SHALL NOT REQUEST, OBTAIN, OR RECEIVE ACCESS TO AN INDIVIDUAL'S PERSONAL DATA FROM A FEDERAL, STATE, OR LOCAL LAW ENFORCEMENT OR OTHER GOVERNMENT AGENCY OR DEPARTMENT IF THE DATA WAS OBTAINED FROM A THIRD PARTY IN EXCHANGE FOR ANYTHING OF VALUE;

(c) A LAW ENFORCEMENT ENTITY SHALL NOT SHARE ON A THIRD-PARTY PLATFORM OR SELL, IN EXCHANGE FOR ANYTHING OF VALUE, AN INDIVIDUAL'S PERSONAL DATA TO A FEDERAL, STATE, OR LOCAL LAW ENFORCEMENT OR OTHER GOVERNMENT AGENCY OR DEPARTMENT, OR A THIRD PARTY IF THE PERSONAL DATA WAS DIRECTLY OR INDIRECTLY COLLECTED BY THE LAW ENFORCEMENT AGENCY; AND

(d) A GOVERNMENT ENTITY, INCLUDING A LAW ENFORCEMENT ENTITY, SHALL NOT PROVIDE OR SHARE WITH A FEDERAL, STATE, OR LOCAL LAW ENFORCEMENT AGENCY OR DEPARTMENT AN INDIVIDUAL'S PERSONAL DATA OBTAINED FROM A THIRD PARTY IN EXCHANGE FOR ANYTHING OF VALUE.

(3) SUBSECTION (2) OF THIS SECTION DOES NOT APPLY WHEN:

(a) A LAW ENFORCEMENT ENTITY HAS OBTAINED A VALID JUDICIAL WARRANT, SUBPOENA, OR COURT ORDER, AND ANY ACCOMPANYING AFFIDAVIT TO EACH PARTY, PURSUANT TO RULE 16 OF THE COLORADO RULES OF CRIMINAL PROCEDURE, OR ANY SUCCESSOR RULE, FOR THE PERSONAL DATA OF THE SPECIFICALLY IDENTIFIED INDIVIDUAL;

(b) THE LAW ENFORCEMENT ENTITY ASSERTS IN GOOD FAITH THAT AN EMERGENCY SITUATION EXISTS THAT INVOLVES THE RISK OF DEATH OR

SERIOUS BODILY INJURY TO A PERSON THAT REQUIRES IMMEDIATE DISCLOSURE;

(c) THE PERSONAL DATA IS LAWFULLY AVAILABLE TO THE PUBLIC THROUGH GOVERNMENT RECORDS OR WIDELY DISTRIBUTED MEDIA;

(d) THE PERSONAL DATA PERTAINS TO A SPECIFIC INDIVIDUAL, WAS VOLUNTARILY MADE AVAILABLE TO THE PUBLIC BY THE SPECIFIC INDIVIDUAL, AND WAS OBTAINED IN COMPLIANCE WITH ALL APPLICABLE LAWS, REGULATIONS, CONTRACTS, PRIVACY POLICIES, AND TERMS OF SERVICE;

(e) THE SPECIFIC INDIVIDUAL TO WHOM THE PERSONAL DATA PERTAINS INTENDED LAW ENFORCEMENT TO BE A RECIPIENT OF THE PERSONAL DATA, AS EVIDENCED BY CASE-SPECIFIC, EXPRESS CONSENT FROM THE SPECIFIC INDIVIDUAL;

(f) THE THIRD PARTY PROVIDING THE PERSONAL DATA WAS AUTHORIZED BY THE SPECIFIC INDIVIDUAL TO WHOM THE PERSONAL DATA PERTAINS TO PROVIDE THE DATA TO THE LAW ENFORCEMENT ENTITY, AS EVIDENCED BY CASE-SPECIFIC, EXPRESS CONSENT FROM THE SPECIFIC INDIVIDUAL; OR

(g) THE PERSONAL DATA IS PROVIDED TO OR BY THE NATIONAL CENTER FOR MISSING AND EXPLOITED CHILDREN OR ITS SUCCESSOR ENTITY AND IS RELATED TO AN INVESTIGATION INVOLVING A MISSING OR EXPLOITED CHILD.

(4) SUBSECTIONS (3)(d) TO (3)(f) OF THIS SECTION DO NOT VIOLATE SUBSECTION (2) OF THIS SECTION IF THE PERSON MADE THEIR PERSONAL DATA PUBLICLY AVAILABLE, EVEN IF A LAW ENFORCEMENT ENTITY PURCHASES THE PERSONAL DATA FROM A THIRD PARTY.

(5) (a) A VIOLATION OF THIS SECTION CONSTITUTES AN INJURY,

AND A PERSON WHO IS INJURED MAY BRING A LEGAL ACTION FOR INJUNCTIVE RELIEF, DECLARATORY RELIEF, OR OTHER RELIEF DEEMED NECESSARY TO ENFORCE THIS SECTION IN A COURT OF COMPETENT JURISDICTION. A PLAINTIFF MAY SEEK REASONABLE ATTORNEY FEES PURSUANT TO THIS SECTION.

(b) (I) A COURT SHALL NOT ADMIT PERSONAL DATA ACQUIRED IN VIOLATION OF THIS SECTION OR EVIDENCE DERIVED FROM THAT INFORMATION AT A TRIAL, HEARING, OR OTHER PROCEEDING UNLESS THE PARTY SEEKING TO INTRODUCE THE EVIDENCE PROVIDES A COPY OF THE VALID JUDICIAL WARRANT, SUBPOENA, OR COURT ORDER AND ANY ACCOMPANYING AFFIDAVIT TO EACH PARTY PURSUANT TO RULE 16 OF THE COLORADO RULES OF CRIMINAL PROCEDURE, OR ANY SUCCESSOR RULE.

(II) A COURT MAY WAIVE THE REQUIREMENT IN SUBSECTION (5)(b)(I) OF THIS SECTION IF THE COURT FINDS THAT IT WAS NOT POSSIBLE TO PROVIDE A PARTY WITH THE VALID JUDICIAL WARRANT, SUBPOENA, OR COURT ORDER AND ANY ACCOMPANYING APPLICATION WITHIN THE TIME REQUIRED BY RULE 16 OF THE COLORADO RULES OF CRIMINAL PROCEDURE, OR ANY SUCCESSOR RULE, AND THE COURT FINDS THAT THE PARTY WILL NOT BE PREJUDICED BY THE DELAY IN RECEIVING THE INFORMATION.

SECTION 4. In Colorado Revised Statutes, 16-3-303.5, **add** (9) as follows:

16-3-303.5. Location information - search warrant required - definitions.

(9) NOTHING IN THIS SECTION AUTHORIZES A GOVERNMENT ENTITY TO OBTAIN LOCATION INFORMATION OF AN ELECTRONIC DEVICE IN EXCHANGE FOR ANYTHING OF VALUE IN VIOLATION OF SECTION 16-3-303.3.

SECTION 5. Safety clause. The general assembly finds, determines, and declares that this act is necessary for the immediate preservation of the public peace, health, or safety or for appropriations for the support and maintenance of the departments of the state and state institutions.

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City Clerk's Office Item # Q6

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: February 9, 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 FROM THE CITY OF PUEBLO IN OPPOSITION TO COLORADO SENATE BILL 26-071, KNOWN AS THE "SURVEILLANCE ACCOUNTABILITY AND FREEDOM ENSURED (SAFE) ACT," AND CALLING UPON THE COLORADO GENERAL ASSEMBLY TO VOTE NO THEREON

SUMMARY:

Attached is a Resolution in opposition to Colorado Senate Bill 26-071 concerning prohibiting a government entity from accessing a database that stores historical location information

PREVIOUS COUNCIL ACTION:

Not applicable to this Resolution.

BACKGROUND:

The bill establishes the "Surveillance Accountability and Freedom Ensured (SAFE) Act" (SAFE Act). On and after July 1, 2027, the SAFE Act requires a law enforcement agency to use surveillance technology only for lawful purposes directly related to public safety or for an active investigation.

If a law enforcement agency uses surveillance technology to collect surveillance data, the law enforcement agency must comply with certain requirements related to the collection, storage, sharing, and destruction of the data.
The law enforcement agency must ensure that:

- Facial recognition systems are only used after a warrant is obtained or in exigent circumstances when there is an imminent threat to public safety;
- Traffic cameras and automated license plate readers must only be used in public spaces and for specific enforcement purposes, such as traffic violations or identifying stolen vehicles; and

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- Drone cameras are operated in compliance with federal aviation administration regulations.

A law enforcement agency may store data collected by surveillance technology only for a specified amount of time depending on the type of technology used and how the data is collected or until an active investigation is concluded.

A law enforcement agency shall not sell any data that is collected from its surveillance technologies, but the law enforcement agency may share the surveillance data with another law enforcement agency if the data is related to an active investigation and the other law enforcement agency agrees to comply with the requirements of the SAFE Act. A law enforcement agency must also ensure that surveillance data is permanently destroyed at the end of an applicable retention period or once the data is no longer needed for the matter. The bill creates civil penalties for violations of these provisions.

The bill also requires a law enforcement agency to make certain information related to the law enforcement agency's compliance with the SAFE Act available to residents who request it at no cost to the resident.

The bill requires the attorney general to conduct an audit of a law enforcement agency every 2 years and authorizes the attorney general to bring a civil action to enforce the SAFE Act.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City in passing this Resolution.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

City Council could choose not to publicly oppose Colorado Senate Bill 26-071.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. SB 26-71 SAFE Act

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RESOLUTION NO. 16256

A RESOLUTION FROM THE CITY OF PUEBLO IN OPPOSITION TO COLORADO SENATE BILL 26-071, KNOWN AS THE "SURVEILLANCE ACCOUNTABILITY AND FREEDOM ENSURED (SAFE) ACT," AND CALLING UPON THE COLORADO GENERAL ASSEMBLY TO VOTE NO THEREON

WHEREAS, the City of Pueblo is a home rule municipality under Article XX of the Colorado Constitution, vested with plenary authority over matters of local concern, including policing, public safety operations, and the administration of municipal government; and

WHEREAS, the Pueblo City Council has a fundamental duty to protect the lives, property, and constitutional rights of Pueblo residents through effective, lawful, and locally accountable public safety practices; and

WHEREAS, the Pueblo Police Department operates under extensive constitutional, statutory, and judicial constraints, including warrant requirements, due process protections, the Colorado Law Enforcement Integrity Act, and public transparency laws; and

WHEREAS, Colorado Senate Bill 26-071, known as the "Surveillance Accountability and Freedom Ensured (SAFE) Act," represents an unprecedented and overbroad state intrusion into core municipal public safety functions; and

WHEREAS, the SAFE Act substitutes rigid, statewide mandates for local judgment, regardless of community size, crime patterns, operational capacity, or demonstrated compliance with existing law; and

WHEREAS, the bill's sweeping definitions and regulatory scheme risk categorizing routine, lawful, and constitutionally sound public safety tools as suspect or prohibited, thereby chilling legitimate law enforcement activity and exposing municipalities to unnecessary legal and operational risk; and

WHEREAS, the SAFE Act imposes extensive reporting, retention, auditing, and compliance requirements without providing any dedicated funding, staff, or resources, constituting a clear unfunded mandate in violation of sound principles of municipal governance; and

WHEREAS, the Pueblo City Council finds that the bill would materially impair the ability of the Pueblo Police Department to respond quickly to criminal activity, investigate offenses, and protect victims, while offering no credible evidence that existing safeguards are inadequate or failing; and

WHEREAS, the SAFE Act concentrates enforcement authority in the Office of the Attorney General, reducing local accountability and subjecting municipalities to duplicative oversight, regulatory uncertainty, and punitive exposure for good-faith public safety decisions; and

WHEREAS, the Pueblo City Council rejects the premise that Colorado's municipalities require additional state control to responsibly manage surveillance or public safety technology, and finds that the bill reflects distrust of local government rather than respect for constitutional home rule authority; and

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WHEREAS, the Pueblo City Council supports civil liberties, transparency, and lawful use of technology, but categorically opposes legislation that weakens public safety, erodes local control, and imposes costly mandates without justification or funding; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council of the City of Pueblo, for the above stated reasons, opposes the passage of Colorado Senate Bill 26-071, the “SAFE Act,” and calls upon the Colorado General Assembly to vote no thereon.

SECTION 2.

A copy of this Resolution shall be transmitted to all members of the Colorado General Assembly and the Governor of Colorado.

SECTION 3.

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

SECTION 4.

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

INTRODUCED: February 9, 2026

BY: Roger Gomez
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff
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PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by:
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CITY CLERK

Second Regular Session
Seventy-fifth General Assembly
STATE OF COLORADO

INTRODUCED

LLS NO. 26-0597.01 Christopher McMichael x4775 **SENATE BILL 26-071**

SENATE SPONSORSHIP

Zamora Wilson,

HOUSE SPONSORSHIP

(None),

Senate Committees
Judiciary

House Committees

A BILL FOR AN ACT

CONCERNING THE REGULATION OF LAW ENFORCEMENT SURVEILLANCE TECHNOLOGIES TO PROTECT CITIZENS.

Bill Summary

(Note: This summary applies to this bill as introduced and does not reflect any amendments that may be subsequently adopted. If this bill passes third reading in the house of introduction, a bill summary that applies to the reengrossed version of this bill will be available at http://leg.colorado.gov.)

The bill establishes the "Surveillance Accountability and Freedom Ensured (SAFE) Act" (SAFE Act). On and after July 1, 2027, the SAFE Act requires a law enforcement agency to use surveillance technology only for lawful purposes directly related to public safety or for an active investigation.

If a law enforcement agency uses surveillance technology to

collect surveillance data, the law enforcement agency must comply with certain requirements related to the collection, storage, sharing, and destruction of the data.

The law enforcement agency must ensure that:

- Facial recognition systems are only used after a warrant is obtained or in exigent circumstances when there is an imminent threat to public safety;
- Traffic cameras and automated license plate readers must only be used in public spaces and for specific enforcement purposes, such as traffic violations or identifying stolen vehicles; and
- Drone cameras are operated in compliance with federal aviation administration regulations.

A law enforcement agency may store data collected by surveillance technology only for a specified amount of time depending on the type of technology used and how the data is collected or until an active investigation is concluded.

A law enforcement agency shall not sell any data that is collected from its surveillance technologies, but the law enforcement agency may share the surveillance data with another law enforcement agency if the data is related to an active investigation and the other law enforcement agency agrees to comply with the requirements of the SAFE Act. A law enforcement agency must also ensure that surveillance data is permanently destroyed at the end of an applicable retention period or once the data is no longer needed for the matter. The bill creates civil penalties for violations of these provisions.

The bill also requires a law enforcement agency to make certain information related to the law enforcement agency's compliance with the SAFE Act available to residents who request it at no cost to the resident.

The bill requires the attorney general to conduct an audit of a law enforcement agency every 2 years and authorizes the attorney general to bring a civil action to enforce the SAFE Act.

Be it enacted by the General Assembly of the State of Colorado:

SECTION 1. Short title. The short title of this act is the "Surveillance Accountability and Freedom Ensured (SAFE) Act".

SECTION 2. Legislative declaration. (1) The general assembly finds and declares that:

(a) The use of surveillance technologies by law enforcement agencies, including the use of speed cameras, automated license plate

readers, red-light cameras, pole-mounted cameras, drones, and facial recognition systems, can enhance public safety by aiding in the prevention, detection, and investigation of crimes;

(b) However, the unchecked deployment and use of surveillance technologies pose significant risks to the privacy, civil liberties, and constitutional rights of Coloradans, including the potential for surveillance without a warrant, misuse of data, and disproportionate impacts on marginalized communities;

(c) It is necessary to establish clear guardrails on the use, collection, storage, access, sharing, and destruction of data obtained through surveillance technologies in order to strike a proper balance between protecting privacy and promoting public safety; and

(d) These guardrails must include mechanisms for public transparency and accountability with minimal bureaucratic hurdles to ensure compliance and build public trust.

SECTION 3. In Colorado Revised Statutes, **add** part 15 to article 31 of title 24 as follows:

PART 15

SURVEILLANCE ACCOUNTABILITY FOR LAW ENFORCEMENT AGENCIES

24-31-1501. Definitions.

AS USED IN THIS PART 15, UNLESS THE CONTEXT OTHERWISE REQUIRES:

(1) "AUTHORIZED PERSONNEL" MEANS AN EMPLOYEE OF A LAW ENFORCEMENT AGENCY WHO HAS BEEN TRAINED AND CERTIFIED IN THE PROPER USE AND HANDLING OF SURVEILLANCE DATA, AS DETERMINED BY THE LAW ENFORCEMENT AGENCY'S POLICY DEVELOPED IN COMPLIANCE

WITH THIS PART 15.

(2) "INVESTIGATION" MEANS AN ACTIVE INQUIRY INTO A SPECIFIC ALLEGED VIOLATION OF LAW BASED ON REASONABLE SUSPICION OR PROBABLE CAUSE.

(3) "LAW ENFORCEMENT AGENCY" HAS THE SAME MEANING AS "STATE OR LOCAL LAW ENFORCEMENT AGENCY" AS DEFINED IN SECTION 24-33.5-115 (4)(b).

(4) "SURVEILLANCE DATA" MEANS INFORMATION COLLECTED, RECORDED, OR GENERATED BY SURVEILLANCE TECHNOLOGY, INCLUDING IMAGES, VIDEOS, METADATA, LICENSE PLATE NUMBERS, FACIAL SCANS, LOCATION DATA, OR DERIVED ANALYTICS.

(5) (a) "SURVEILLANCE TECHNOLOGY" MEANS AN ELECTRONIC DEVICE OR SYSTEM USED BY A LAW ENFORCEMENT AGENCY FOR THE PURPOSE OF MONITORING, RECORDING, OR ANALYZING INDIVIDUALS, VEHICLES, OR PUBLIC SPACES.

(b) "SURVEILLANCE TECHNOLOGY" INCLUDES:

(I) SPEED CAMERAS;

(II) AUTOMATED LICENSE PLATE READERS;

(III) RED-LIGHT CAMERAS;

(IV) POLE-MOUNTED CAMERAS;

(V) DRONES OR OTHER UNMANNED AERIAL VEHICLE SURVEILLANCE SYSTEMS;

(VI) FACIAL RECOGNITION SOFTWARE OR SYSTEMS; AND

(VII) OTHER TECHNOLOGY USED BY A LAW ENFORCEMENT AGENCY TO CAPTURE VISUAL, AUDIO, OR LOCATION INFORMATION.

24-31-1502. Restrictions on surveillance data collection by law enforcement agencies - public impact assessment.

(1) A LAW ENFORCEMENT AGENCY MAY USE SURVEILLANCE TECHNOLOGY ONLY FOR LAWFUL PURPOSES DIRECTLY RELATED TO PUBLIC SAFETY, INCLUDING TRAFFIC ENFORCEMENT, CRIME PREVENTION, OR AN ACTIVE INVESTIGATION.

(2) A LAW ENFORCEMENT AGENCY THAT USES SURVEILLANCE TECHNOLOGY TO COLLECT SURVEILLANCE DATA SHALL:

(a) USE THE SURVEILLANCE TECHNOLOGY ONLY IN A MANNER THAT IS TARGETED AND MINIMIZES INCIDENTAL CAPTURE OF NONRELEVANT INDIVIDUALS OR ACTIVITIES;

(b) USE FACIAL RECOGNITION SYSTEMS ONLY AFTER OBTAINING A WARRANT OR IN EXIGENT CIRCUMSTANCES WHEN THERE IS AN IMMINENT THREAT TO PUBLIC SAFETY;

(c) CONFIGURE AUTOMATED LICENSE PLATE READERS, SPEED CAMERAS, RED-LIGHT CAMERAS, TRAFFIC CAMERAS, AND OTHER SURVEILLANCE TECHNOLOGY USED IN TRAFFIC ENFORCEMENT TO CAPTURE SURVEILLANCE DATA ONLY FROM PUBLIC SPACES AND FOR SPECIFIC LAW ENFORCEMENT PURPOSES, SUCH AS IDENTIFYING STOLEN VEHICLES OR ENFORCING TRAFFIC LAWS; AND

(d) OPERATE DRONES OR OTHER UNMANNED AERIAL VEHICLE SURVEILLANCE SYSTEMS ONLY IN COMPLIANCE WITH FEDERAL AVIATION ADMINISTRATION REGULATIONS AND SHALL INCLUDE REAL-TIME LOGGING OF FLIGHT PATHS AND SURVEILLANCE DATA COLLECTION SCOPES.

(3) (a) BEFORE A LAW ENFORCEMENT AGENCY PURCHASES, CONTRACTS FOR OR RENEWS A CONTRACT FOR, DEPLOYS IN A NEW WAY OR LOCATION, OR UPGRADES A SURVEILLANCE TECHNOLOGY, THE LAW ENFORCEMENT AGENCY SHALL:

(I) CONDUCT A PUBLIC PRIVACY IMPACT ASSESSMENT THAT

INCLUDES COMMUNITY INPUT AND AN OPPORTUNITY FOR PUBLIC TESTIMONY; AND

(II) OBTAIN APPROVAL FROM THE GOVERNING BODY OF THE STATE OR LOCAL GOVERNMENT ENTITY THAT OVERSEES THE LAW ENFORCEMENT AGENCY.

(b) THE REQUIREMENTS OF SUBSECTION (3)(a) OF THIS SECTION APPLY TO A LAW ENFORCEMENT AGENCY THAT CURRENTLY USES SURVEILLANCE TECHNOLOGY WHENEVER THE LAW ENFORCEMENT AGENCY:

(I) RENEWS A CONTRACT FOR THE USE OF SURVEILLANCE TECHNOLOGY;

(II) PURCHASES OR DEPLOYS A NEW TYPE OF SURVEILLANCE TECHNOLOGY;

(III) DEPLOYS AN EXISTING SURVEILLANCE TECHNOLOGY IN A NEW MANNER OR IN A NEW LOCATION; OR

(IV) UPGRADES THE LAW ENFORCEMENT AGENCY'S EXISTING SURVEILLANCE TECHNOLOGY SYSTEMS.

24-31-1503. Surveillance data - storage and retention of data - destruction of data - access and sharing of data - prohibition on sale of data.

(1) A LAW ENFORCEMENT AGENCY THAT COLLECTS SURVEILLANCE DATA SHALL ENSURE THAT THE SURVEILLANCE DATA IS STORED SECURELY, INCLUDING ENSURING THAT THE SURVEILLANCE DATA IS ENCRYPTED OR OTHERWISE RENDERED UNREADABLE TO AN UNAUTHORIZED USER BY USING A METHOD OR TECHNOLOGY GENERALLY ACCEPTED IN THE FIELD OF INFORMATION SECURITY.

(2) UNLESS THE SURVEILLANCE DATA IS PART OF AN ACTIVE

INVESTIGATION:

(a) SURVEILLANCE DATA COLLECTED FROM TRAFFIC CAMERAS, SPEED CAMERAS, RED-LIGHT CAMERAS, AND AUTOMATED LICENSE PLATE READERS MUST NOT BE STORED FOR LONGER THAN THIRTY DAYS;

(b) SURVEILLANCE DATA COLLECTED FROM POLE-MOUNTED CAMERAS, DRONES, OR OTHER UNMANNED AERIAL VEHICLE SURVEILLANCE SYSTEMS MUST NOT BE STORED FOR LONGER THAN NINETY DAYS; AND

(c) SURVEILLANCE DATA COLLECTED FROM FACIAL RECOGNITION SOFTWARE OR SYSTEMS MUST NOT BE STORED FOR LONGER THAN SEVEN DAYS.

(3) IF SURVEILLANCE DATA IS PART OF AN ACTIVE INVESTIGATION, THE SURVEILLANCE DATA MAY BE RETAINED UNTIL THE MATTER IS RESOLVED, INCLUDING THE CONCLUSION OF ANY APPEALS, BUT MUST BE REVIEWED ANNUALLY FOR NECESSITY AND DESTROYED IF THE DATA IS NO LONGER RELEVANT TO THE MATTER.

(4) (a) A LAW ENFORCEMENT AGENCY SHALL ENSURE THAT ACCESS TO SURVEILLANCE DATA IS LIMITED TO AUTHORIZED PERSONNEL AND THAT SURVEILLANCE DATA IS ACCESSED ONLY FOR LEGITIMATE LAW ENFORCEMENT PURPOSES.

(b) WHEN AUTHORIZED PERSONNEL ACCESSES SURVEILLANCE DATA, THE AGENCY SHALL ENSURE THAT INFORMATION RELATED TO THAT ACCESS IS COLLECTED, INCLUDING:

(I) THE NAME OF THE PERSON THAT ACCESSED THE SURVEILLANCE DATA;

(II) THE DATE AND TIME THE PERSON ACCESSED THE SURVEILLANCE DATA; AND

(III) THE PURPOSE FOR WHICH THE SURVEILLANCE DATA WAS

ACCESSED.

(c) THE LAW ENFORCEMENT AGENCY SHALL RETAIN THE INFORMATION COLLECTED IN ACCORDANCE WITH SUBSECTION (4)(b) OF THIS SECTION FOR AT LEAST FIVE YEARS AFTER THE DATE THE SURVEILLANCE DATA WAS ACCESSED.

(5) A LAW ENFORCEMENT AGENCY MAY SHARE SURVEILLANCE DATA WITH ANOTHER LAW ENFORCEMENT AGENCY IF:

(a) THERE IS A SPECIFIC, DOCUMENTED NEED FOR THE OTHER LAW ENFORCEMENT AGENCY TO ACCESS THE SURVEILLANCE DATA AND THE NEED IS RELATED TO AN ACTIVE INVESTIGATION; AND

(b) THE LAW ENFORCEMENT AGENCY THAT RECEIVES THE SURVEILLANCE DATA AGREES, IN WRITING, TO COMPLY WITH THE REQUIREMENTS OF THIS PART 15.

(6) (a) A LAW ENFORCEMENT AGENCY OR AN EMPLOYEE OR CONTRACTOR OF A LAW ENFORCEMENT AGENCY SHALL NOT SELL, LICENSE, OR OTHERWISE MONETIZE SURVEILLANCE DATA COLLECTED BY THE LAW ENFORCEMENT AGENCY.

(b) A LAW ENFORCEMENT AGENCY OR AN EMPLOYEE OR CONTRACTOR OF A LAW ENFORCEMENT AGENCY THAT VIOLATES SUBSECTION (6)(a) OF THIS SECTION MAY BE SUBJECT TO CIVIL PENALTIES IN ACCORDANCE WITH SECTION 24-31-1505.

(7) (a) A LAW ENFORCEMENT AGENCY SHALL PERMANENTLY AND SECURELY DESTROY SURVEILLANCE DATA AT THE END OF THE RETENTION PERIOD DESCRIBED IN SUBSECTION (2) OF THIS SECTION OR WHEN THE SURVEILLANCE DATA IS NO LONGER NEEDED FOR AN ACTIVE MATTER.

(b) A LAW ENFORCEMENT AGENCY SHALL ENSURE THAT SURVEILLANCE DATA IS DESTROYED IN A MANNER IN WHICH THE

SURVEILLANCE DATA CANNOT BE RECOVERED.

(c) A LAW ENFORCEMENT AGENCY SHALL COLLECT INFORMATION RELATED TO THE DESTRUCTION OF SURVEILLANCE DATA, INCLUDING THE DATE AND METHOD OF DESTRUCTION, AND SHALL MAINTAIN A RECORD OF THAT INFORMATION FOR AT LEAST FIVE YEARS AFTER THE DATE THE SURVEILLANCE DATA WAS DESTROYED.

24-31-1504. Verification of compliance and transparency.

(1) A RESIDENT OF THE JURISDICTION SERVED BY A LOCAL LAW ENFORCEMENT AGENCY, OR A RESIDENT OF THE STATE FOR THE COLORADO STATE PATROL OR COLORADO BUREAU OF INVESTIGATION, MAY REQUEST INFORMATION FROM THE LAW ENFORCEMENT AGENCY REGARDING THE AGENCY'S USE OF SURVEILLANCE TECHNOLOGY AND THE AGENCY'S COLLECTION, STORAGE, AND DESTRUCTION OF SURVEILLANCE DATA THAT DEMONSTRATES THE LAW ENFORCEMENT AGENCY'S COMPLIANCE WITH THIS PART 15. THE LAW ENFORCEMENT AGENCY SHALL PROVIDE THE INFORMATION REQUESTED FREE OF CHARGE TO THE RESIDENT.

(2) A REQUEST SUBMITTED BY A RESIDENT IN ACCORDANCE WITH SUBSECTION (1) OF THIS SECTION MAY BE SUBMITTED TO THE LAW ENFORCEMENT AGENCY THROUGH EMAIL, THROUGH AN ONLINE PORTAL, OR BY MAIL. A LAW ENFORCEMENT AGENCY THAT RECEIVES A REQUEST SHALL SEND A RESPONSE TO THE RESIDENT WITHIN TEN BUSINESS DAYS AFTER RECEIVING THE REQUEST.

(3) A LAW ENFORCEMENT AGENCY MAY DEMONSTRATE COMPLIANCE WITH THIS PART 15 IN RESPONSE TO A REQUEST SUBMITTED PURSUANT TO THIS SECTION BY PROVIDING THE REQUESTING RESIDENT THE FOLLOWING INFORMATION:

(a) CONFIRMATION THAT SPECIFIC SURVEILLANCE DATA RELATED

TO THE REQUESTOR'S PERSONAL IDENTIFYING INFORMATION HAS BEEN DESTROYED;

(b) ACCESS TO ANONYMIZED LOGS THAT DEMONSTRATE WHETHER SURVEILLANCE DATA RELATED TO THE REQUESTOR WAS ACCESSED, SHARED, OR DESTROYED; AND

(c) REPORTS ON THE LAW ENFORCEMENT AGENCY'S OVERALL COMPLIANCE WITH THIS PART 15, INCLUDING ANY ANNUAL REPORTS OR AUDITS CONDUCTED PURSUANT TO SUBSECTION (4) OR (5) OF THIS SECTION. THE LAW ENFORCEMENT AGENCY SHALL ENSURE THAT ALL PERSONAL IDENTIFYING INFORMATION HAS BEEN REDACTED FROM A REPORT BEFORE SENDING THE REPORT TO THE REQUESTING RESIDENT.

(4) A LAW ENFORCEMENT AGENCY THAT USES SURVEILLANCE TECHNOLOGY SHALL PUBLISH AN ANNUAL REPORT ON ITS PUBLICLY ACCESSIBLE WEBSITE THAT INCLUDES THE FOLLOWING INFORMATION:

(a) THE TYPES OF SURVEILLANCE TECHNOLOGIES USED BY THE LAW ENFORCEMENT AGENCY;

(b) AGGREGATE AND ANONYMIZED INFORMATION RELATED TO THE COLLECTION, RETENTION, ACCESS, SHARING, AND DESTRUCTION OF SURVEILLANCE DATA; AND

(c) ANY COMPLAINTS RECEIVED BY THE LAW ENFORCEMENT AGENCY OR VIOLATIONS COMMITTED BY THE LAW ENFORCEMENT AGENCY IN RELATION TO THE USE OF SURVEILLANCE TECHNOLOGY OR THE COLLECTION, STORAGE, AND DESTRUCTION OF SURVEILLANCE DATA AND HOW THE COMPLAINTS OR VIOLATIONS WERE RESOLVED.

(5) (a) THE ATTORNEY GENERAL SHALL CONDUCT AN INDEPENDENT AUDIT OF A LAW ENFORCEMENT AGENCY THAT USES SURVEILLANCE TECHNOLOGY AT LEAST EVERY TWO YEARS AND PUBLISH

THE RESULTS OF THE AUDIT ON THE ATTORNEY GENERAL'S PUBLICLY ACCESSIBLE WEBSITE.

(b) THE ATTORNEY GENERAL'S AUDIT OF A LAW ENFORCEMENT AGENCY CONDUCTED PURSUANT TO SUBSECTION (5)(a) OF THIS SECTION MUST INCLUDE:

(I) VERIFICATION THAT THE LAW ENFORCEMENT AGENCY IS USING SURVEILLANCE TECHNOLOGY IN A MANNER THAT COMPLIES WITH THIS PART 15;

(II) VERIFICATION THAT THE LAW ENFORCEMENT AGENCY IS STORING, RETAINING, SHARING, AND DESTROYING SURVEILLANCE DATA IN COMPLIANCE WITH THIS PART 15; AND

(III) A REVIEW OF OTHER RELEVANT INFORMATION OR DOCUMENTATION THAT THE ATTORNEY GENERAL DETERMINES IS NECESSARY TO VERIFY THE LAW ENFORCEMENT AGENCY'S COMPLIANCE WITH THIS PART 15.

24-31-1505. Enforcement and penalties - admissibility.

(1) THE ATTORNEY GENERAL OR AN INDIVIDUAL AFFECTED BY A VIOLATION OF THIS PART 15 MAY BRING A CIVIL ACTION AGAINST A LAW ENFORCEMENT AGENCY.

(2) IF A LAW ENFORCEMENT AGENCY IS FOUND TO HAVE VIOLATED THIS PART 15, THE COURT MAY ORDER:

(a) INJUNCTIVE RELIEF;

(b) CIVIL PENALTIES OF UP TO FIVE THOUSAND DOLLARS PER VIOLATION;

(c) REASONABLE ATTORNEY FEES AND COSTS; AND

(d) DISCIPLINARY ACTION AGAINST LAW ENFORCEMENT AGENCY PERSONNEL, INCLUDING TERMINATION.

(3) IF THE COURT ORDERS CIVIL PENALTIES TO BE PAID BY A LAW ENFORCEMENT AGENCY IN ACCORDANCE WITH SUBSECTION (2)(b) OF THIS SECTION IN AN ACTION BROUGHT BY THE ATTORNEY GENERAL, THE CIVIL PENALTIES SHALL BE CREDITED TO THE GENERAL FUND.

(4) SURVEILLANCE DATA ACCESSED IN VIOLATION OF THIS PART 15 IS NOT ADMISSIBLE AS EVIDENCE IN ANY CRIMINAL OR CIVIL PROCEEDING OR ANY OTHER JUDICIAL, QUASI-JUDICIAL, OR ADMINISTRATIVE HEARING OR PROCEEDING; EXCEPT THAT THE SURVEILLANCE DATA IS ADMISSIBLE AGAINST A LAW ENFORCEMENT AGENCY IN A CIVIL ACTION BROUGHT AGAINST THE LAW ENFORCEMENT AGENCY PURSUANT TO SUBSECTION (1) OF THIS SECTION.

SECTION 4. Act subject to petition - effective date - applicability. (1) This act takes effect July 1, 2027; except that, if a referendum petition is filed pursuant to section 1 (3) of article V of the state constitution against this act or an item, section, or part of this act within the ninety-day period after final adjournment of the general assembly, then the act, item, section, or part will not take effect unless approved by the people at the general election to be held in November 2026 and, in such case, will take effect July 1, 2027.

(2) This act applies to conduct occurring on or after the applicable effective date of this act.

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Background Paper for Proposed Resolution

COUNCIL MEETING DATE: February 9, 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 FROM THE CITY OF PUEBLO IN OPPOSITION TO COLORADO SENATE BILL 26-070, COMMONLY KNOWN AS THE "PEEPS ACT," DECLARING THE BILL HARMFUL TO PUBLIC SAFETY, MUNICIPAL GOVERNANCE, AND HOME RULE AUTHORITY AND URGING THE COLORADO GENERAL ASSEMBLY TO VOTE NO THEREON

SUMMARY:

Attached is a Resolution in opposition to Colorado Senate Bill 26-70 concerning prohibiting a government entity from accessing a database that stores historical location information.

PREVIOUS COUNCIL ACTION:

Not applicable to this Resolution.

BACKGROUND:

The bill prohibits a government entity from accessing a database that reveals an individual's or a vehicle's historical location information, subject to certain exceptions. The bill will create an act that is titled "Protecting Everyone from Excessive Police Surveillance (PEEPS) Act" or "PEEPS Act". The bill prohibits a government entity from sharing historical location information with third parties or government agencies outside their jurisdiction, subject to certain exceptions, and makes historical location information not a public record for the purposes of the "Colorado Open Records Act".

The bill requires a government entity that collects historical location information to adopt a policy to maintain compliance with the provisions of the regulatory scheme.

An enforcement action is created for the attorney general to enforce the provisions of the bill. Historical location information obtained in violation of the prohibitions of the bill are inadmissible in trial.

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FINANCIAL IMPLICATIONS:

There are no financial implications for the City in passing this Resolution.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

City Council could choose not to publicly oppose Colorado Senate Bill 26-70.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. SB26-70 PEEPS Act

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RESOLUTION NO. 16257

A RESOLUTION FROM THE CITY OF PUEBLO IN OPPOSITION TO COLORADO SENATE BILL 26-070, COMMONLY KNOWN AS THE "PEEPS ACT," DECLARING THE BILL HARMFUL TO PUBLIC SAFETY, MUNICIPAL GOVERNANCE, AND HOME RULE AUTHORITY AND URGING THE COLORADO GENERAL ASSEMBLY TO VOTE NO THEREON

WHEREAS, the City of Pueblo is a home-rule municipality under Article XX of the Colorado Constitution and possesses primary authority over matters of local concern, including public safety operations, policing practices, and municipal administration; and

WHEREAS, the Pueblo City Council has a fundamental duty to protect the safety, property, and constitutional rights of the residents of the City of Pueblo; and

WHEREAS, Colorado Senate Bill 26-070, commonly known as the "PEEPS Act," proposes to broadly prohibit government entities from accessing or using databases containing "historical location information," impose new policy and compliance mandates, restrict intergovernmental data sharing, and create evidentiary exclusion and enforcement mechanisms; and

WHEREAS, the City Council finds that the PEEPS Act is overbroad, imprecisely drafted, and insufficiently tailored, creating significant legal ambiguity as to what data, technologies, and routine municipal functions are prohibited or restricted; and

WHEREAS, the PEEPS Act risks restricting lawful and widely used public safety tools, including but not limited to automated license plate reader data, traffic safety systems, emergency response information, and other location-based data essential to modern municipal operations; and

WHEREAS, the PEEPS Act will materially interfere with lawful law enforcement investigations, emergency response, and victim protection by disabling access to information that is already subject to constitutional safeguards, judicial oversight, and statutory regulation; and

WHEREAS, the PEEPS Act introduces evidentiary exclusion and enforcement provisions that expose municipalities to heightened litigation risk, suppression of evidence, and dismissal of criminal cases based on technical or interpretive compliance disputes rather than substantive constitutional violations; and

WHEREAS, the PEEPS Act imposes additional administrative, training, and compliance obligations on municipalities without providing any state funding, staffing, or resources, thereby constituting an unfunded mandate that diverts limited local resources away from public safety services; and

WHEREAS, the City Council finds that existing federal and state constitutional law, statutory requirements, and civil liability frameworks already regulate access to location information and provide robust protections against unlawful government intrusion; and

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WHEREAS, the PEEPS Act represents a significant erosion of home rule authority by substituting a rigid, statewide prohibition for locally accountable decision making in matters of local concern; and

WHEREAS, the City of Pueblo supports civil liberties, privacy protections, and constitutional policing, but rejects legislation that weakens public safety, undermines effective governance, and reflects distrust of local government rather than evidence based reform. NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council of the City of Pueblo, for the above stated reasons, opposes the passage of Colorado Senate Bill 26-070, the “PEEPS Act,” and calls upon the Colorado General Assembly to vote no thereon.

SECTION 2.

A copy of this Resolution be transmitted to all members of the Colorado General Assembly and the Governor of Colorado.

SECTION 3.

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

SECTION 4.

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

INTRODUCED: February 9, 2026

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

ATTESTED BY: DocuSigned by: 7C02EBDEEC3D43C...
CITY CLERK

Second Regular Session
Seventy-fifth General Assembly
STATE OF COLORADO

INTRODUCED

LLS NO. 26-0400.01 Owen Hatch x2698 **SENATE BILL 26-070**

SENATE SPONSORSHIP

Amabile and Zamora Wilson, Gonzales J., Hinrichsen, Marchman, Wallace

HOUSE SPONSORSHIP

Zokaie and Nguyen, Brown, Camacho, Garcia, Lieder, Martinez, McCormick, Smith, Titone, Velasco

Senate Committees
Judiciary

House Committees

A BILL FOR AN ACT

CONCERNING PROHIBITING A GOVERNMENT ENTITY FROM ACCESSING A DATABASE THAT STORES HISTORICAL LOCATION INFORMATION.

Bill Summary

(Note: This summary applies to this bill as introduced and does not reflect any amendments that may be subsequently adopted. If this bill passes third reading in the house of introduction, a bill summary that applies to the reengrossed version of this bill will be available at http://leg.colorado.gov.)

The bill prohibits a government entity from accessing a database that reveals an individual's or a vehicle's historical location information, subject to certain exceptions. The bill prohibits a government entity from sharing historical location information with third parties or government agencies outside their jurisdiction, subject to certain exceptions, and

makes historical location information not a public record for the purposes of the "Colorado Open Records Act".

The bill requires a government entity that collects historical location information to adopt a policy to maintain compliance with the provisions of the regulatory scheme.

An enforcement action is created for the attorney general to enforce the provisions of the bill. Historical location information obtained in violation of the prohibitions of the bill are inadmissible in trial.

Be it enacted by the General Assembly of the State of Colorado:

SECTION 1. Short title. The short title of this act is the "Protecting Everyone from Excessive Police Surveillance (PEEPS) Act" or "PEEPS Act".

SECTION 2. Legislative declaration - legislative intent. (1) The general assembly finds and declares that:

(a) Technological advances and the growth of commercial data systems have enabled the routine collection, aggregation, storage, and sale of historical location information relating to individuals and vehicles, including information derived from cameras, license plate readers, cellular networks, and other technologies;

(b) Historical location information is highly sensitive in nature and, when accessed over time, can reveal detailed and personal information about an individual's movements, associations, habits, and daily activities;

(c) Government access to historical location information through privately or publicly maintained databases, rather than through direct observation or narrowly targeted collection, presents unique risks of overbroad surveillance and may occur outside traditional legal processes and safeguards;

(d) The availability of commercial and third-party databases

containing historical location information has created pathways for government entities to obtain such information without a warrant, court order, or clearly articulated statutory authority;

(e) Sharing of historical location information with third parties or with government agencies outside a government entity's jurisdiction, absent clear limits and accountability measures, increases the risk of misuse, unauthorized secondary use, and erosion of public trust;

(f) Establishing clear statutory guardrails governing when and how government entities may access, use, and share historical location information promotes transparency, accountability, and consistent application of privacy protections across jurisdictions; and

(g) The general assembly recognizes the essential role of government entities, including law enforcement and emergency service providers, in protecting public safety, and acknowledges that limited and clearly defined exceptions are necessary to allow appropriate access to historical location information in specific circumstances.

(2) It is the general assembly's intent to regulate government access to databases containing historical location information; to restrict the sharing of such information, except in narrow, well-defined circumstances; to require oversight, record keeping, and compliance policies when historical location information is collected; and to ensure meaningful remedies and enforcement for violations of these protections.

SECTION 3. In Colorado Revised Statutes, **add** 16-3-313 as follows:

16-3-313. Prohibition on access to a historical location information database - individual or vehicle - evidence inadmissible in court - definitions.

(1) AS USED IN THIS SECTION, UNLESS THE CONTEXT OTHERWISE REQUIRES:

(a) "ACCESS" MEANS VIEWING, QUERYING, RETRIEVING, COPYING, TRANSMITTING, ANALYZING, OR OTHERWISE USING A DATABASE AS DEFINED IN THIS SECTION, WHETHER MANUALLY OR AUTOMATICALLY.

(b) "COLLECT" MEANS USING TECHNOLOGY TO RECORD INFORMATION ABOUT AN INDIVIDUAL'S OR VEHICLE'S PHYSICAL LOCATIONS OR MOVEMENTS.

(c) "DATABASE" MEANS A PHYSICAL OR DIGITAL INFORMATION STORAGE SYSTEM, WHETHER PUBLICLY OR PRIVATELY OWNED, THAT CONTAINS PHOTOS, VIDEOS, LICENSE PLATE DATA, FACIAL RECOGNITION DATA, CELL SITE LOCATION DATA, OR ANY COMBINATION OF THESE.

(d) "GOVERNMENT ENTITY" HAS THE MEANING SET FORTH IN SECTION 16-3-303.5.

(e) "GOVERNMENT OFFICIAL" MEANS ANY OFFICER, EMPLOYEE, AGENT, CONTRACTOR, OR REPRESENTATIVE OF A GOVERNMENT ENTITY.

(f) (I) "HISTORICAL LOCATION INFORMATION" MEANS INFORMATION THAT, WHEN ACCESSED, REVEALS THE LOCATIONS OF AN INDIVIDUAL OR VEHICLE MORE THAN TWENTY-FOUR HOURS PRIOR TO THE DATE OF THE ACCESS.

(II) "HISTORICAL LOCATION INFORMATION" DOES NOT INCLUDE VIDEO OR IMAGE RECORDINGS GENERATED BY CAMERAS IN GOVERNMENT-OWNED BUILDINGS OR DASHBOARD CAMERAS AND BODY-WORN CAMERAS OWNED AND OPERATED BY A GOVERNMENT ENTITY, REGARDLESS OF WHETHER THE CAMERA TRANSMITS, STORES, OR BACKS UP A RECORDING TO A LOCAL OR CENTRALIZED STORAGE SYSTEM, SO LONG AS:

(A) THE RECORDING IS NOT INDEXED, SEARCHABLE, OR ANALYZED BY A UNIQUE IDENTIFIER, INCLUDING AN IDENTIFIER TIED TO A VEHICLE OR INDIVIDUAL, SUCH AS A BIOMETRIC IDENTIFIER, BUT NOT INCLUDING AN IDENTIFIER FOR THE INDIVIDUAL OR VEHICLE CARRYING THE CAMERA OR AN IDENTIFIER CONNECTING THE RECORDING TO A PARTICULAR CASE OR INCIDENT NUMBER, FOR THE PURPOSE OF TRACKING OR RECONSTRUCTING AN INDIVIDUAL'S OR VEHICLE'S HISTORICAL LOCATION INFORMATION; AND

(B) ACCESS TO THE RECORDING DOES NOT REVEAL AN INDIVIDUAL'S OR VEHICLE'S HISTORICAL LOCATION INFORMATION THROUGH A DATABASE QUERY OR SIMILAR SEARCH PROCESS.

(g) "SUPERVISOR" MEANS A GOVERNMENT OFFICIAL WHO POSSESSES THE AUTHORITY TO DIRECT AND DISCIPLINE ONE OR MORE GOVERNMENT OFFICIALS WITHIN A GOVERNMENT ENTITY.

(h) "WARRANT" HAS THE MEANING SET FORTH IN THIS ARTICLE 3. "WARRANT" DOES NOT MEAN A SUBPOENA.

(2) A GOVERNMENT OFFICIAL SHALL NOT ACCESS A DATABASE THAT REVEALS HISTORICAL LOCATION INFORMATION, EXCEPT:

(a) WHEN THE GOVERNMENT OFFICIAL HAS OBTAINED A VALID JUDICIAL WARRANT ISSUED PURSUANT TO THIS PART 3 TO ACCESS THE DATABASE;

(b) WHEN AN INDIVIDUAL GIVES EXPRESS CONSENT TO THEIR SPECIFIC HISTORICAL LOCATION INFORMATION BEING REVEALED TO A SPECIFIC GOVERNMENT OFFICIAL OR ENTITY, SO LONG AS THE CONSENT DOES NOT ALLOW THE GOVERNMENT OFFICIAL OR ENTITY TO ACCESS THE HISTORICAL LOCATION INFORMATION OF AN INDIVIDUAL WHO HAS NOT CONSENTED;

(c) WHEN THE REGISTERED OWNER OF A VEHICLE REPORTS THE

VEHICLE LOST OR STOLEN AND VOLUNTARILY CONSENTS TO THE VEHICLE'S HISTORICAL LOCATION INFORMATION BEING SEARCHED;

(d) WHEN EXIGENT CIRCUMSTANCES MAKE OBTAINING A WARRANT IMPRACTICAL BEFORE THE EXIGENCY EXPIRES; OR

(e) WHEN A GOVERNMENT OFFICIAL IS CARRYING OUT ANY OF THE FOLLOWING PURPOSES AND USES THE HISTORICAL LOCATION INFORMATION SOLELY FOR THE PURPOSE OF:

(I) TOLL COLLECTION AND ENFORCEMENT, AUTHORIZED PURSUANT TO SECTION 43-4-808;

(II) TRAFFIC ENFORCEMENT, AUTHORIZED PURSUANT TO SECTION 42-4-110.5;

(III) PARKING ENFORCEMENT; OR

(IV) INFORMATION SECURITY AS NECESSARY TO IMPLEMENT THE REQUIREMENTS OF SUBSECTION (3) OF THIS SECTION.

(3) (a) A GOVERNMENT OFFICIAL OR ENTITY THAT COLLECTS HISTORICAL LOCATION INFORMATION SHALL NOT SHARE IT OUTSIDE THE OFFICIAL'S OR ENTITY'S JURISDICTION, EXCEPT FOR A REASON SET FORTH IN SUBSECTION (2) OF THIS SECTION OR PURSUANT TO A VALID COURT ORDER.

(b) (I) A GOVERNMENT OFFICIAL OR ENTITY THAT COLLECTS HISTORICAL LOCATION INFORMATION SHALL NOT SELL OR CONVEY IT TO A PRIVATE, NONGOVERNMENTAL THIRD PARTY FOR ANY REASON, WHETHER AS A MARKET TRANSACTION, A RESPONSE TO A PUBLIC RECORDS REQUEST, OR OTHERWISE, EXCEPT TO THE LIMITED EXTENT NECESSARY FOR A NONGOVERNMENTAL THIRD PARTY VENDOR, ACTING SOLELY AS A SERVICE PROVIDER TO THE GOVERNMENT OFFICIAL OR ENTITY, TO TEMPORARILY ACCESS THE HISTORICAL LOCATION INFORMATION FOR THE

SOLE PURPOSE OF DIAGNOSING, REPAIRING, OR CONDUCTING MAINTENANCE ON A TECHNICAL MALFUNCTION OR SOFTWARE DEFECT IN THE SYSTEM USED TO COLLECT THE HISTORICAL LOCATION INFORMATION.

(II) ACCESS BY A NONGOVERNMENTAL THIRD PARTY VENDOR TO HISTORICAL LOCATION INFORMATION SHALL:

(A) BE LIMITED IN SCOPE AND DURATION TO THE MINIMUM EXTENT NECESSARY TO RESOLVE THE IDENTIFIED MALFUNCTION OR DEFECT;

(B) PROHIBIT THE VENDOR FROM RETAINING, COPYING, AGGREGATING, ANALYZING, OR USING THE HISTORICAL LOCATION INFORMATION FOR ANY PURPOSE OTHER THAN RESOLVING THE MALFUNCTION OR DEFECT;

(C) PROHIBIT THE VENDOR FROM DISCLOSING THE HISTORICAL LOCATION INFORMATION TO ANY OTHER INDIVIDUAL OR ENTITY, UNLESS THE INDIVIDUAL OR ENTITY IS REQUIRED FOR ASSISTANCE IN RESOLVING THE MALFUNCTION OR DEFECT; AND

(D) REQUIRE THE VENDOR TO DELETE OR OTHERWISE RELINQUISH ACCESS TO THE HISTORICAL LOCATION INFORMATION IMMEDIATELY UPON RESOLUTION OF THE MALFUNCTION OR DEFECT.

(c) A GOVERNMENT OFFICIAL OR ENTITY THAT COLLECTS HISTORICAL LOCATION INFORMATION SHALL ADOPT A POLICY FOR COMPLIANCE WITH THIS SECTION THAT ENSURES:

(I) THE SECURITY AND ACCESS REGULATIONS OF THIS SECTION ARE ADHERED TO;

(II) THAT HISTORICAL LOCATION INFORMATION IS ENCRYPTED OR OTHERWISE RENDERED UNREADABLE TO AN UNAUTHORIZED USER USING METHODOLOGY OR TECHNOLOGY GENERALLY ACCEPTED IN THE FIELD OF INFORMATION SECURITY;

(III) THAT A GOVERNMENT OFFICIAL DOES NOT ACCESS A DATABASE CONTAINING HISTORICAL LOCATION INFORMATION, ABSENT A SHOWING TO A SUPERVISOR, AND, WITH WRITTEN APPROVAL FROM THE SUPERVISOR, THAT THE ACCESS COMPLIES WITH SUBSECTION (2) OF THIS SECTION;

(IV) A RECORD IS CREATED AND MAINTAINED EACH TIME HISTORICAL LOCATION INFORMATION IS ACCESSED. THE RECORD MUST INCLUDE:

(A) THE IDENTITY OF THE GOVERNMENT OFFICIAL AND ENTITY SEEKING ACCESS;

(B) THE SPECIFIC PURPOSE FOR WHICH ACCESS WAS SOUGHT;

(C) THE APPLICABLE EXCEPTION AS LISTED IN SUBSECTION (2) OF THIS SECTION AND THE SPECIFIC FACTUAL BASIS FOR THE SUPERVISOR BELIEVING THE EXCEPTION WAS APPLICABLE;

(D) THE SUPERVISOR'S WRITTEN APPROVAL THAT GRANTED ACCESS;

(E) THE FULL DESCRIPTION OF THE HISTORICAL LOCATION INFORMATION ACCESSED; AND

(F) REDACTIONS FOR LICENSE PLATE NUMBERS, FACIAL IMAGES, OR OTHER PERSONALLY IDENTIFIABLE INFORMATION;

(V) THAT THE RECORDS REQUIRED PURSUANT TO SUBSECTION (3)(c)(IV) OF THIS SECTION ARE AUDITED BY ONE OR MORE SUPERVISORS AT LEAST EVERY NINETY DAYS TO ENSURE COMPLIANCE WITH THIS SECTION. THE GOVERNMENT OFFICIAL OR ENTITY SHALL CREATE A WRITTEN STANDARDIZED POLICY OR PRACTICE FOR AN AUDIT THAT REQUIRES, AT MINIMUM:

(A) VERIFICATION THAT ALL INFORMATION REQUIRED PURSUANT

TO SUBSECTION (3)(c)(IV) OF THIS SECTION HAS BEEN PROVIDED;

(B) VERIFICATION THAT THE SPECIFIC PURPOSE FOR WHICH ACCESS WAS SOUGHT COMPLIES WITH THIS SECTION;

(C) VERIFICATION THAT THE SCOPE OF THE HISTORICAL LOCATION INFORMATION ACCESSED COMPLIES WITH THIS SECTION; AND

(D) THAT IN THE EVENT THE AUDITOR OR AUDITORS DETERMINE OR HAVE REASON TO BELIEVE THAT A GOVERNMENT OFFICIAL OR ENTITY HAS VIOLATED ANY PROVISION OF THIS SECTION, FURTHER INVESTIGATION OF THE ACTUAL OR SUSPECTED VIOLATION;

(VI) THE CREATION AND MAINTENANCE OF AN ANNUAL REPORT THAT BOTH COMPILES AND SUMMARIZES THE RECORDS DESCRIBED IN SUBSECTION (3)(c)(IV) OF THIS SECTION. THE REPORT MUST BE MADE AVAILABLE BY JUNE 30 OF EACH YEAR TO THE PUBLIC. THE ANNUAL REPORT MUST INCLUDE THE NUMBER AND TYPE OF TECHNOLOGY DEVICES HELD BY A GOVERNMENT ENTITY THAT CAN COLLECT AN INDIVIDUAL'S OR VEHICLE'S PHYSICAL LOCATION OR MOVEMENTS, AND THE LOCATION WHERE THE DEVICES ARE DEPLOYED.

(VII) THAT ALL GOVERNMENT OFFICIALS WHOSE DUTIES INCLUDE ACCESSING A DATABASE THAT CONTAINS HISTORICAL LOCATION INFORMATION COMPLETE TRAINING ON HOW TO COMPLY WITH THIS SECTION AND THE COMPLIANCE POLICY ADOPTED PURSUANT TO THIS SECTION. THE TRAINING MUST NOT BE CREATED OR ADMINISTRATED BY A PRIVATE ENTITY WHOSE BUSINESS INVOLVES COLLECTING HISTORICAL LOCATION INFORMATION.

(d) (I) EXCEPT AS PROVIDED IN SUBSECTION (3)(d)(II) OF THIS SECTION, A GOVERNMENT OFFICIAL OR ENTITY THAT COLLECTS HISTORICAL LOCATION INFORMATION SHALL NOT RETAIN THE

INFORMATION FOR MORE THAN FOUR DAYS AFTER THE DATE THE INFORMATION IS COLLECTED.

(II) HISTORICAL LOCATION INFORMATION THAT WAS ACCESSED IN COMPLIANCE WITH SUBSECTION (2) OF THIS SECTION MAY ONLY BE RETAINED FOR FIVE DAYS OR MORE IF:

(A) A VALID JUDICIAL WARRANT OR VALID COURT ORDER EXPRESSLY AUTHORIZES THE GOVERNMENT OFFICIAL OR ENTITY TO RETAIN THE HISTORICAL LOCATION INFORMATION FOR A PERIOD OF FIVE DAYS OR LONGER; OR

(B) THE INFORMATION IS NECESSARY TO PRESERVE EVIDENCE IN AN ACTIVE CRIMINAL INVESTIGATION OR OTHER LEGAL PROCEEDING AND THE SUPERVISOR OF THE INVESTIGATION MAKES A WRITTEN DETERMINATION, BASED ON SPECIFIC AND ARTICULABLE FACTS, THAT RETAINING THE HISTORICAL LOCATION INFORMATION FOR FIVE DAYS OR MORE IS REQUIRED; OR

(C) AN INDIVIDUAL GIVES EXPRESS CONSENT TO THEIR SPECIFIC HISTORICAL LOCATION INFORMATION BEING REVEALED TO A SPECIFIC GOVERNMENT OFFICIAL OR ENTITY AND CONSENTS TO THEIR HISTORICAL LOCATION INFORMATION BEING KEPT FOR FIVE DAYS OR MORE, SO LONG AS THE CONSENT DOES NOT ALLOW THE GOVERNMENT OFFICIAL OR ENTITY TO ACCESS THE HISTORICAL LOCATION INFORMATION OF AN INDIVIDUAL WHO HAS NOT CONSENTED.

(III) UPON EXPIRATION OF THE APPLICABLE RETENTION PERIOD DESCRIBED IN THIS SUBSECTION (3)(d), THE GOVERNMENT OFFICIAL OR ENTITY SHALL PERMANENTLY DESTROY THE HISTORICAL LOCATION INFORMATION AND ANY COPIES OF THE INFORMATION IN A MANNER THAT RENDERS THE INFORMATION UNRECOVERABLE.

(IV) THE COMPLIANCE POLICY REQUIRED PURSUANT TO SUBSECTION (3)(c) OF THIS SECTION MUST INCLUDE PROCEDURES TO ENSURE TIMELY DESTRUCTION OF THE HISTORICAL LOCATION INFORMATION REQUIRED PURSUANT TO THIS SUBSECTION (3)(d) AND VERIFICATION OF DESTRUCTION.

(4) (a) HISTORICAL LOCATION INFORMATION ACCESSED IN VIOLATION OF THIS SECTION IS NOT ADMISSIBLE AS EVIDENCE IN ANY CRIMINAL OR CIVIL PROCEEDING OR ANY OTHER JUDICIAL, QUASI-JUDICIAL, OR ADMINISTRATIVE HEARING OR PROCEEDING.

(b) A GOVERNMENT ENTITY SHALL HAVE A WRITTEN, MANDATORY DISCIPLINARY POLICY THAT INCLUDES PROVISIONS FOR SUSPENDING OR REVOKING A GOVERNMENT OFFICIAL'S ACCESS TO ANY DATABASE THAT INCLUDES HISTORICAL LOCATION INFORMATION WHEN THE GOVERNMENT OFFICIAL VIOLATES ANY PROVISION OF THIS SECTION. A GOVERNMENT ENTITY SHALL NOT DEVIATE FROM ITS WRITTEN DISCIPLINARY POLICY AFTER A FINDING THAT A GOVERNMENT OFFICIAL VIOLATED A PROVISION OF THIS SECTION.

(5) A POLITICAL SUBDIVISION OF THE STATE SHALL NOT ADOPT A LAW OR POLICY THAT ALLOWS GOVERNMENT OFFICIALS OR ENTITIES TO ACCESS HISTORICAL LOCATION INFORMATION IN A MANNER LESS RESTRICTIVE THAN PROVIDED IN THIS SECTION.

(6) FOR PURPOSES OF THIS SECTION, A SUBPOENA IS NOT A VALID COURT ORDER.

SECTION 4. In Colorado Revised Statutes, 24-72-202, **amend** (6)(b)(XVII) and (6)(b)(XVIII); and **add** (6)(b)(XIX) as follows:

24-72-202. Definitions.

As used in this part 2, unless the context otherwise requires:

(6) (b) "Public records" does not include:

(XVII) A complaint of harassment or discrimination, as described in section 22-1-143, that is unsubstantiated and all records related to the unsubstantiated complaint, including records of an investigation into the complaint; ~~or~~

(XVIII) Jail assessments conducted pursuant to section 30-10-530 (5)(d) or 24-31-118; OR

(XIX) HISTORICAL LOCATION INFORMATION, AS DEFINED IN SECTION 16-3-313 (1).

SECTION 5. Act subject to petition - effective date - applicability. (1) This act takes effect at 12:01 a.m. on the day following the expiration of the ninety-day period after final adjournment of the general assembly (August 12, 2026, if adjournment sine die is on May 13, 2026); except that, if a referendum petition is filed pursuant to section 1 (3) of article V of the state constitution against this act or an item, section, or part of this act within such period, then the act, item, section, or part will not take effect unless approved by the people at the general election to be held in November 2026 and, in such case, will take effect on the date of the official declaration of the vote thereon by the governor.

(2) This act applies to violations on or after the applicable effective date of this act.