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

MONDAY, FEBRUARY 23, 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 Pastor Jim Urie, Pueblo Praise

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

E. SPECIAL RECOGNITIONS

E1 Proclamation Presentation: "American Red Cross Month — March 2026" — Phil Martinez, Executive Director

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 February 09, 2026, as distributed.

J1 City Council Minutes 02/09/26

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 ratifying the award of an emergency construction contract in the amount of

$31,941.00 to Russ Grading & Excavating LLC, A Colorado Limited Liability Company, for Project No. 25-012 (SWAN03) — for an emergency storm sewer point repair at City Park south of the bocce ball courts and approving a change order in the amount of $12,291.00 for additional work and materials, and authorizing and approving the Purchasing Agent's execution of the same

M2 A Resolution Approving the Pueblo City Park and Arkansas River Corridor Master Plan

M3 A Resolution approving compensation with respect to a Legal Services Agreement with Fairfield & Woods, P.C.

N. ORDINANCES – FIRST PRESENTATION

N1 An Ordinance amending section 11-7-1 and section 11-7-5 of the Pueblo Municipal Code to authorize the publication notice on the public website of the City of Pueblo

N2 An Ordinance approving a quit claim deed between the City of Pueblo, A Colorado Municipal Corporation and the State of Colorado, Department of Transportation, transferring City-owned property and authorizing the Mayor to execute same

N3 An Ordinance amending the 2026 fiscal year staffing ordinance by convertining three (3) vacant full-time emergency medical officer (EMO) positions to three (3) fire engineer positions within the authorized staffing of the Fire Department

N4 An Ordinance approving a Quit Claim Deed between the City of Pueblo, a Colorado Municipal Corporation and Goodnight Barn Historic Preservation, Inc. transferring City-owned property and authorizing the Mayor to execute same

N5 An Ordinance approving a Memorandum of Understanding between the City of Pueblo, a Colorado municipal corporation and Pueblo Community Health Center Inc., a Colorado non-profit corporation for the provision of primary health care services at the Pueblo Homeless Shelter and authorizing the Mayor to execute said contract

N6 An Ordinance amending and extending the term of the collective bargaining agreement between the City of Pueblo and the Pueblo Association of Government Employees for a one-year period commencing January 1, 2027 through December 31, 2027

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 March 09, 2026, and Order the Ordinances to be published BY TITLE.

P. REGULAR AGENDA

Q. RESOLUTIONS

Q1 A Resolution confirming the appointment of Bella Trujillo to the position of Director of Human Resources

Q2 A Resolution authorizing payment from the council contingencies account in the 2026 general fund budget to Pueblo Child Advocacy Center in the amount of $2,000 to sponsor the 2026 Blue Tie Gala 40th Anniversary Celebration from 5:00 PM at the Pueblo Convention Center, on April 10th, 2026

R. QUASI-JUDICIAL PROCEEDINGS

R1 An Ordinance approving the St. Charles Industrial Park, Filing No. 4 Subdivision - *Introduced February 09, 2026 by Councilor Brett Boston*

S. ORDINANCES – FINAL PRESENTATION

S1 An Ordinance approving an Appropriation Agreement in the amount of six hundred fifty-four thousand three hundred seventy ($654,370) dollars to provide health services to the Pueblo Community as outlined in an Intergovernmental Agreement between the City of Pueblo and Pueblo County, and authorizing the Mayor to execute same - *Introduced January 12, 2026 by Councilor Brett Boston*

S2 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 - *Introduced February 09, 2026 by Councilor Brett Boston*

S3 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. - *Introduced February 09, 2026 by Councilor Brett Boston*

S4 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 - *Introduced February 09, 2026 by Councilor Brett Boston*

S5 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 - *Introduced February 09, 2026 by Councilor Brett Boston*

S6 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 - *Introduced February 09, 2026 by Councilor Brett Boston*

T. ADJOURN

Proclamation

"American Red Cross Month"

March 2026

WHEREAS: In March, we celebrate American Red Cross Month by honoring our neighbors who make its humanitarian mission possible in Pueblo, CO. Every day, their acts of kindness change lives, bringing relief, comfort and hope when help can't wait. This compassionate spirit runs deep in our community, just as it has for 145 years through the American Red Cross; and

WHEREAS: Today, those who serve with the Red Cross team light the way during emergencies — whether it's delivering shelter, food and comfort after disasters; providing a safe, lifesaving blood supply for patients facing conditions like cancer treatments, childbirth complications and traumatic injuries; assisting military members, veterans and their families with 24/7 global support; or empowering individuals with skills like first aid and CPR that save lives; and

WHEREAS: These collective efforts are a powerful reminder that the strength of our community lies in our shared commitment to one another. As we mark Red Cross Month, let's celebrate our local heroes and resolve to continue lifting each other up, so no one faces an emergency alone.

NOW, THEREFORE, WE, the Mayor and City Council of the City of Pueblo, Colorado, by the authority vested in us, do hereby proclaim March 2026, as **"American Red Cross Month"** in the City of Pueblo, Colorado, and encourage all citizens of Pueblo to reach out and support its humanitarian mission.

IN WITNESS WHEREOF, WE have hereunto set our hands and caused the Seal of the City of Pueblo, Colorado, to be affixed this 23rd day of February 2026.

Heather Graham
Mayor of the City of Pueblo

Mark Aliff
President of the City Council

REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS – CITY HALL
#1 CITY HALL PLACE
MONDAY, FEBRUARY 9, 2026 - 5:30 PM

MINUTES

A. CALL TO ORDER

President Aliff called the meeting to order at 5:30 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

F. PUBLIC FORUM

- Ken Danti - Energy
- Elvis Martinez - Thank you, Crime, Special Privledges
- Dario Castro - Recycle and Waste disposal
- Dave DeCenzo - Demographics

G. COUNCIL MEMBER AND MAYOR COMMENTARY

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

H. REVIEW OF AGENDA

The agenda was reviewed page by page.

I. APPROVAL OF AGENDA

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

J. READING AND APPROVAL OF MINUTES

J1 CITY COUNCIL MINUTES 01/26/2026

Councilor Boston, seconded by Councilor Latino, moved to dispense with the reading and approve the Minutes of the Regular Meeting dated **January 26, 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.

K. CONSENT AGENDA

City Clerk Stoller read the consent agenda into the record.

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

This Resolution was assigned as **16241**.

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

This Resolution was assigned as **16242**.

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

This Resolution was assigned as **16243**.

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

This Resolution was assigned as **16244**.

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

This Resolution was assigned as **16245**.

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

This Resolution was assigned as **16246**.

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

This Resolution was assigned as **16247**.

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)

This Resolution was assigned as **16248**.

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

This Resolution was assigned as **16249**.

M10 A RESOLUTION APPROVING A RELEASE OF A PUBLIC UTILITY EASEMENT WITH RESPECT TO RPB-24-03

This Resolution was assigned as **16250**.

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

Councilor Boston, seconded by Councilor Latino, moved to approve all Resolutions Set Forth in the Consent Agenda, Pass the Ordinances of the Consent Agenda, Setting the Public Hearings for February 23, 2026, and Order the Ordinances to be published BY TITLE.

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

P. REGULAR AGENDA

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

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

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 **16251**.

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

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

- Elvis Martinez appeared to speak in person regarding this resolution

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 **16252**.

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

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

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 **16253**.

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

A staff report and detailed review of the Resolution was given by Police Chief Chris

Noeller.

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

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

This Resolution was assigned as **16254**.

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

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

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

Councilor Ruiz-Gomez, seconded by Councilor Hernandez, moved to postpone this Resolution to February 23, 2026.

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

The original motion was voted upon.

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

This Resolution was assigned as **16255**.

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

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

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

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

This Resolution was assigned as **16256**.

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

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

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

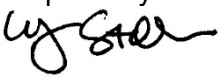
Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Gomez, Councilor Hernandez, Councilor Danti. **Nays:** Councilor Latino, Councilor Ruiz-Gomez. Motion Passed 5-2.

This Resolution was assigned as **16257**.

R. ADJOURN

President Aliff adjourned the meeting at 7:11 p.m.

Respectfully submitted for the final time,



Marisa Stoller
City Clerk

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City Clerk's Office Item # M1

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: February 23, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Kurt Patrick, Director of StormWater

SUBJECT: A RESOLUTION RATIFYING THE AWARD OF AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $31,941.00 TO RUSS GRADING & EXCAVATING LLC, A COLORADO LIMITED LIABILITY COMPANY, FOR PROJECT NO. 25-012 (SWAN03) — FOR AN EMERGENCY STORM SEWER POINT REPAIR AT CITY PARK SOUTH OF THE BOCCE BALL COURTS AND APPROVING A CHANGE ORDER IN THE AMOUNT OF $12,291.00 FOR ADDITIONAL WORK AND MATERIALS, AND AUTHORIZING AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME.

SUMMARY:

This Resolution ratifies and approves the award of a construction contract in the amount of $31,941.00 to Russ Grading & Excavating LLC, under Contract No. 25-012 for an emergency storm sewer point repair at City Park south of the bocce ball courts and approves a change order in the amount of $12,291.00.

PREVIOUS COUNCIL ACTION:

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

BACKGROUND:

Stormwater Utility was notified of a sinkhole at City Park south of the bocce ball courts. Upon visual inspection, it was determined the cause of the sinkhole was due to a collapsed pipe crossing the street. This was possibly caused by aging stormwater infrastructure. A Closed Caption Television (CCTV) inspection was not possible due to the damage to the pipe. An emergency point repair was needed to repair the stormwater infrastructure.

The contract with the unit prices for the estimated work performed by Russ Grading &

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Excavating LLC, can be found attached. This work was performed under the 2025-2027 Emergency Storm Sewer Point Repair Resolution #15934 through which contractors were qualified via competitive bid.

FINANCIAL IMPLICATIONS:

Funding in the amount of $44,232.00 will be paid from the Stormwater Utility budget. Project Account SWAN03, for Point Repairs and Pipe Cleaning.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

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

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 25-012 City Park Sinkhole EPR Contract
2. 25-012 City Park Sinkhole Change Order
3. 25-012 City Park Sinkhole EPR Workflow Exhibit
4. 25-012 City Park Sinkhole Invoice 570
5. 25-012 City Park Sinkhole Material Invoice

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RESOLUTION NO. 16258

A RESOLUTION RATIFYING THE AWARD OF AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $31,941.00 TO RUSS GRADING & EXCAVATING LLC, A COLORADO LIMITED LIABILITY COMPANY, FOR PROJECT NO. 25-012 (SWAN03) — FOR AN EMERGENCY STORM SEWER POINT REPAIR AT CITY PARK SOUTH OF THE BOCCE BALL COURTS AND APPROVING A CHANGE ORDER IN THE AMOUNT OF $12,291.00 FOR ADDITIONAL WORK AND MATERIALS, AND AUTHORIZING AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME.

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

WHEREAS, the point repair work was awarded to Russ Grading & Excavating LLC, under the 2025-2027 Emergency Storm Sewer Point Repair contract; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

City Council hereby ratifies and approves the contract for emergency repair of the storm sewer at City Park south of the bocce ball courts with Russ Grading & Excavating LLC, Project No. 25-012 (SWAN03) – awarded to said bidder in the amount of $44,232.00 which amount includes all contract change orders.

SECTION 2.

Funds for Project No. 25-012 (SWAN03) – Emergency Storm Sewer Point Repair at City Park south of the bocce ball courts shall be paid from the Stormwater Utility Fund – Project Account SWAN03, Point Repairs & Pipe Cleaning.

SECTION 3.

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

SECTION 4.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Resolution and the contract to implement the transactions described therein. Furthermore, all actions previously taken by officers and staff of the City consistent with the contract including any payments authorized under the contract and the contract change order in the amount of $44,232.00 are hereby ratified.

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SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: February 23, 2026

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

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

Docusign Envelope ID: 0BE9D7D1-BFA6-4327-944A-C84A0530C2E7

REQUEST FOR QUOTATIONS

Bid No: **25-012**
Bid Name: **2025-2027 Emergency Storm Sewer Point Repair - City Park Sinkhole**

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

2025-2027 Emergency Storm Sewer Point Repair					Russ Grading & Excavating LLC	
Line Item	Description		Unit of Measure	Quantity	Unit Cost	Total Cost
1	Remove Existing Pipe and Replace w/15" High Performance Polypropylene Pipe Less than 8' Deep	21-100	LF	23	$232.00	$5,336.00
2	Remove and Replace Curb and Gutter	1-20	LF	12	$75.00	$900.00
3	Install Extra Lean Concrete (Flowable Fill)	1-20	CY	6	$225.00	$1,350.00
4	Remove and Replace Single Denver 16	1	EA	2	$8,500.00	$17,000.00
5	Mobilization	1	LS	1	$4,000.00	$4,000.00
6	Remove and Replace 6" Asphalt Patch	1	SF	127	$15.00	$1,905.00
7	Inlet Protection	1	EA	2	$350.00	$700.00
8	Stockpile Management	1	EA	1	$500.00	$500.00
9	Concrete Washout Area	1	EA	1	$250.00	$250.00
	Total					**$31,941.00**
					s Grading & Excavating	
186	Percentage Rate - Performance and Payment Bonds		Percentage			2.%
	Total					**$0.00**
	Grand Total with Bond Percentage Amount					**N/A**

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

Docusign Envelope ID: 0BE9D7D1-BFA6-4327-944A-C84A0530C2E7

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

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

The Contractor shall be subject to all applicable City, County, State and Federal Taxes in the performance of this contract.

Liquidated damages will be assessed in accordance with the GENERAL PROVISIONS for every calendar day after the allotted time given until the work is completed and accepted by the City of Pueblo.

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

Business Name: Russ Grading & Excavating, LLC

Business Address: 1010 S. Reading Ave.

Pueblo, CO 81001

Signature: DocuSigned by: Bailey Russ 2CFAACE282B2470... Date: 12/18/2025 | 6:10 AM PST

Printed Name and Title: Bailey Russ, Managing Member

Docusign Envelope ID: 0BE9D7D1-BFA6-4327-944A-C84A0530C2E7

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this 8th day of December, 2025, by and between the City of Pueblo, a Colorado Municipal Corporation, hereinafter referred to in the Contract Documents as the "City", and Russ Grading & Excavating, LLC, a Colorado Limited Liability Company, hereinafter referred to in the Contract Documents as "Contractor".

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

Bid No: **25-012**
Bid Name: **2025-2027 Emergency Storm Sewer Point Repair - City Park Sinkhole**

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

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

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

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

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

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

   Contract (This Instrument)
   Performance Bond (Not needed at this time)
   Payment Bond (Not needed at this time)
   Notice to Proceed
   Notice of Award
   Contractor's Proposal
   Addendum No. 1
   Invitation For Bids, including expressly and without limitation, SPECIAL PROVISIONS, LABOR PROVISIONS AND GENERAL PROVISIONS

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

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

Docusign Envelope ID: 0BE9D7D1-BFA6-4327-944A-C84A0530C2E7

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

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

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

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

RUSS GRADING & EXCAVATING, LLC

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

Title Managing Member

CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION

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

ATTEST:

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

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

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

APPROVED AS TO FORM DEPARTMENT OF LAW:

DocuSigned by:
Robert Jagger
502480B56EFCAC8...
Robert P. Jagger, Deputy City Attorney

Docusign Envelope ID: 0BE9D7D1-BFA6-4327-944A-C84A0530C2E7

NOTICE TO PROCEED

December 8, 2025

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

Ref: Bid No: 25-012
Bid Name: 2025-2027 Emergency Storm Sewer Point Repair - City Park Sinkhole

You are hereby authorized to proceed on January 5, 2026, or within three (3) consecutive calendar days thereafter with construction of the above referenced project as set forth in the Contract Documents.

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

Sincerely,

DocuSigned by:
Kurt Patrick
83D35AA3F8D04C7...

Kurt Patrick
Director of Stormwater

N

0 10 20 US Feet

City Park Sinkhole EPR

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

nearmap.com

CITY OF PUEBLO STORMWATER UTILITY

N

0 10 20 US Feet

City Park Sinkhole ESC Plan

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

nearmap.com

CITY OF PUEBLO STORMWATER UTILITY

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

Project Number : 25-012 **Change Order No. :** 1 **Date:** 2/5/2026

Project Name : 2025-2027 Emergency Storm Sewer Point Repair - City Park Sinkhole

Contractor : Russ Grading & Excavating, LLC

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

Bid Item No.	Description of Changes	Decrease Contract By	Increase Contract By
1	Remove Existing Pipe and Replace w/15" High Performance Polypropylene Pipe Less than 8' Deep **(Increase - 6 LF)**		$1,392.00
2	Remove Existing Pipe and Replace Curb and Gutter **(Increase - 77 LF)**		$5,775.00
3	Install Extra Lean Concete (Flowable Fill **(Increase - 6 CY)**		$1,350.00
6	Remove and Replace 6" Asphalt Patch **(Increase - 178 SF)**		$2,670.00
*	Concrete for City Crew **(Increase - 5 CY)**		$1,104.00
	TOTAL	$0.00	$12,291.00

Net Adjustment This Change Order	$	12,291.00
Amount of Previous Change Order(s)	$	-
Original Contract Amount	$	31,941.00
Total Adjusted Contract Amount To Date	$	44,232.00

Reason For Change:
Scope of work changed to add more curb and gutter than originally anticipated to tie in to existing curb and gutter, and this included extra materials.

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

Page 1 of 1

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

Prepared by: _____ Date: 2-5-24
Stormwater Inspector

Reviewed by: _____ Date: 2/5/2026
Project Manager

Accepted by: _____ Date: 2/5/26
Contractor's Representative

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

Approved by: _____ By Direction Date: 2/5/26
Director of Stormwater

N

0 10 20 US Feet

City Park Sinkhole EPR

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

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CITY OF PUEBLO STORMWATER UTILITY

Russ Grading & Excavating LLC
1696 42nd Lane
Avondale, CO 81022
USA

Voice: 719-369-9781
Fax:

INVOICE

Invoice Number: 570
Invoice Date: Jan 26, 2026
Page: 1

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

Customer ID	Customer PO	Payment Terms	
City of Pueblo		Net 30 Days	
Sales Rep ID	**Shipping Method**	**Ship Date**	**Due Date**
	Airborne		2/25/26

Quantity	Description	Unit Price	Amount
	CITY PARK SINKHOLE EPR		
23.00	15" HP PIPE LESS THAN 8' DEEP	232.00	5,336.00
12.00	R&R CURB & GUTTER	75.00	900.00
6.00	FLOWFILL	225.00	1,350.00
2.00	R&R SINGLE DENVER 16 INLET	8,500.00	17,000.00
1.00	MOBILIZATION	4,000.00	4,000.00
127.00	R&R 6" ASPHALT PATCH	15.00	1,905.00
2.00	INLET PROTECTION	350.00	700.00
1.00	STOCKPILE MANAGEMENT	500.00	500.00
1.00	CONCRETE WASHOUT	250.00	250.00
	CONTRACT INCREASE		
6.00	15" HP PIPE LESS THAN 8' DEEP	232.00	1,392.00
77.00	R&R CURB & GUTTER	75.00	5,775.00
6.00	FLOWFILL	225.00	1,350.00
178.00	R&R 6" ASPHALT PATCH	15.00	2,670.00
1.00	5 CY CONC FOR CITY CREW	1,104.00	1,104.00

Subtotal	44,232.00
Sales Tax	
Total Invoice Amount	44,232.00
Payment/Credit Applied	
TOTAL	**44,232.00**

Check/Credit Memo No:

RUSS GRADING & EXCAVATING
24975 South Rd
Pueblo, CO 81006-1745

A CRH COMPANY

Customer Number: 1005227
Invoice Number: **880009903**
Invoice Date: 01/23/2026

Customer PO: 1025

Project/Address GOODNIGHT AVE & CALLA ST

Date	Ticket	Product	Item	Qty	UOM	Price	Total	Tax	Total w/Tax
Plant: 4085 Hwy 47 -RMC									
01/14/2026	8500415	400298	4000 EXT SS CITY/COUNTY 4220_36517158	7.00	YD3	183.75	1,286.25	97.75	1,384.00
01/14/2026	8500415	900000	Winter Charge	7.00	EA	5.00	35.00	2.66	37.66
01/14/2026	8500415	900027	Environmental Charge By CY	7.00	YD3	3.00	21.00	1.60	22.60
01/14/2026	8500415	900018	Retail Delivery Fee	1.00	EA	0.28	0.28		0.28
								102.01	**1,444.54**
01/14/2026	8500422	400006	50 FLOW FILL T0934_30517123	6.00	YD3	130.00	780.00	59.28	839.28
01/14/2026	8500422	900000	Winter Charge	6.00	EA	5.00	30.00	2.28	32.28
01/14/2026	8500422	900027	Environmental Charge By CY	6.00	YD3	3.00	18.00	1.37	19.37
								62.93	**890.93**
01/14/2026	8500421	400006	50 FLOW FILL T0934_30517123	6.00	YD3	130.00	780.00	59.28	839.28
01/14/2026	8500421	900000	Winter Charge	6.00	EA	5.00	30.00	2.28	32.28
01/14/2026	8500421	900027	Environmental Charge By CY	6.00	YD3	3.00	18.00	1.37	19.37
01/14/2026	8500421	900018	Retail Delivery Fee	1.00	EA	0.28	0.28		0.28
								62.93	**891.21**

Don't be the victim of cyber fraud! Our banking details will likely NEVER change. If you receive any correspondence requesting a change in our banking details, Please contact us immediately

Total Materials for this Invoice
7.00 YD3 4000 EXT SS CITY/COUNTY 4220_36517158
12.00 YD3 50 FLOW FILL T0934_30517123

Invoice Amount Before Tax:	$2,998.81
Colorado State Tax 2.9%	$86.95
Pueblo County Tax 1%	$29.98
PUEBLO City Tax 3.7%	$110.94
Total Amount Due	$3,226.68

Finance Charges will be applied to any late invoice(s) at a rate of 1.5% per month per credit agreement or the State's Lawful Amount

Customer Number: 1005227
Customer Name: RUSS GRADING & EXCAVATING
Invoice Number: **880009903**
Date: 01/23/2026
Due Date: 02/22/2026

Customer PO: 1025

Invoice Amount: **$3,226.68**
Amount Paid: _____

Remit Payment To Your CRH Company:
Oldcastle SW Group, Inc.
dba United Companies
2350 S. 1900 W. Ste 200
Ogden, UT 84401

Access your account Online by going to https://myunitedfourcorners.myamatportal.com

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Background Paper for Proposed Resolution

COUNCIL MEETING DATE: February 23, 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: A RESOLUTION APPROVING THE PUEBLO CITY PARK AND ARKANSAS RIVER CORRIDOR MASTER PLAN

SUMMARY:

This Resolution approves the Pueblo City Park and Arkansas River Corridor Master Plan. The Plan identifies preferred conceptual designs that will guide the recreational development and improvements for key areas along the Arkansas River Corridor.

PREVIOUS COUNCIL ACTION:

On June 10, 2024, Resolution 15654 approved payment of $50,000 from Project CI2113 – American Rescue Plan Act for the development of a master plan for the City Park and Arkansas River Trail.

On November 11, 2024, Resolution 15808 approved an agreement in the amount of $149,500, and an additional $25,000 contingency, to Confluence, Inc., for design services for the City Park and Arkansas River Corridor Master Plan Project.

On December 9, 2024, Ordinance 10855 approved an Intergovernmental Agreement with the Pueblo Conservancy District (PCD), by which the PCD would pay the City $75,000 to fund a portion of the City Park and Arkansas River Corridor Master Plan Project.

On February 9, 2026, the City Park and Arkansas River Corridor Master Plan was presented to City Council during the regularly scheduled City Council Work Session by Parks and Recreation Director Steven Meier and Confluence, Inc. Principal Chad Herd.

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BACKGROUND:

Early on, back in 2017, the City of Pueblo and the Pueblo Conservancy District championed an effort to provide a Master Plan for the 2.75-mile stretch of the Arkansas River Flood Levee adjacent to Historic Downtown Pueblo. The planning process was initiated in response to ongoing work at that time to lower the existing levee in this area, develop safety features for the popular whitewater course, enhance the murals, and access the opportunities and challenges of this popular urban river park. The plan laid out a vision for the area below 4th Street bridge, which increased community focus on active river recreation, improved connectivity to the river, improved the ecology of the river, and increased economic development opportunities.

With the Board of Water Works replacing their water intake below City Park with a boatable structure, the City and the District solicited a third-party consultant to help expand the vision of the Arkansas River Corridor for further development. Specifically, from the Pueblo Dam to Runyon Lake, the Plan will highlight opportunities and strategies for the segments from the north boundary of City Park and extending through both whitewater parks.

The Master Plan will help guide policy and resource decisions by leaders as the Arkansas River Corridor is further developed. The City and the District plan to leverage Federal, State, and Local funding opportunities for the Arkansas River through Pueblo.

FINANCIAL IMPLICATIONS:

Not applicable.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Throughout the development of the Pueblo City Park and Arkansas River Corridor Master Plan, stakeholders and the public were actively engaged through meetings, workshops, and feedback opportunities to help identify key areas of emphasis and guide the final selection of the conceptual components of the master plan.

ALTERNATIVES:

Failure to approve this Resolution will preclude any implementation of the Pueblo City Park and Arkansas River Corridor Master Plan.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. Pueblo City Park and Arkansas River Corridor Master Plan_02.09.2026 FINAL

Docusign Envelope ID: 65A167B7-128B-4BF4-9E8A-810A7B56311E

RESOLUTION NO. 16260

A RESOLUTION APPROVING THE PUEBLO CITY PARK AND ARKANSAS RIVER CORRIDOR MASTER PLAN

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City of Pueblo hereby approves the attached Pueblo City Park and Arkansas River Corridor Master Plan that identifies preferred conceptual designs that will guide the recreational development and improvements for key areas along the Arkansas River Corridor.

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 implement the policies and procedures described therein.

SECTION 3.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: February 23, 2026

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

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

city of PUEBLO colorado

PUEBLO CITY PARK and ARKANSAS RIVER CORRIDOR MASTER PLAN

Master Planning Process Summary

Pueblo Parks & Recreation with the
Pueblo Conservancy District

December 2025

Acknowledgments

Special Thank you to the City of Pueblo, Parks and Recreation Department and the Pueblo Conservancy District!

Project Partners and Stakeholders

City of Pueblo
- Mayor Heather Graham
- City Council
- Planning Department
- Public Works Department
- Stormwater Department
- Police Department
- Fire Department

Pueblo County
- County Commissioner
- Public Works Department
- Parks Department

Pueblo Board of Water Works

Pueblo County Historical Society

Colorado Parks and Wildlife

Nature and Wildlife Discovery Center

Pueblo Urban Renewal Authority

Pueblo Economic Development

Greater Pueblo Chamber of Commerce

Latino Chamber of Commerce

Northstar Engineering

Pueblo Friends of the Arkansas

Pueblo Preservation Commission

Audubon Society

Trees Please

Other Stakeholder Groups

River Surf

Trout Unlimited – Fly Fishing

PACE

CSU Pueblo

Star Creations

Grass Roots Gravel

Cruisin Pueblo

Pueblo Bike Riders

ADA Commission

Boy and Girls Club

Rafters and Boarders

Various Neighborhood Groups

Individual Landowners

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1.2 Project Background Page 3

02 Master Planning Process

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2.2 Visioning and Programming Work Session Page 6
2.3 Program Development Page 7
2.4 Inventory and Analysis Page 7
2.5 Stakeholder Engagement Page 8
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2.7 Site Plan Concepts Page 12
2.8 Open House to Share Concepts Page 19

03 Preferred Concepts Page 21

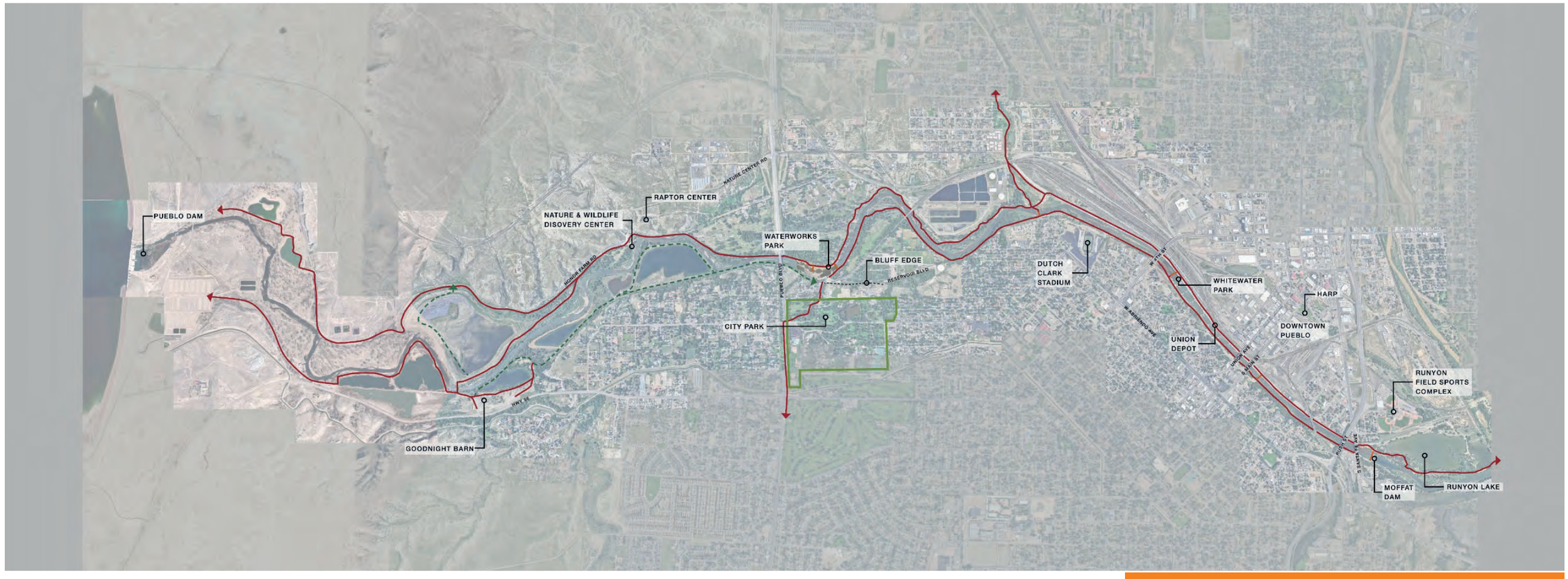
04 Implementation Page 49

05 Priority Projects Page 51

01 Introduction

1.1 Project Overview

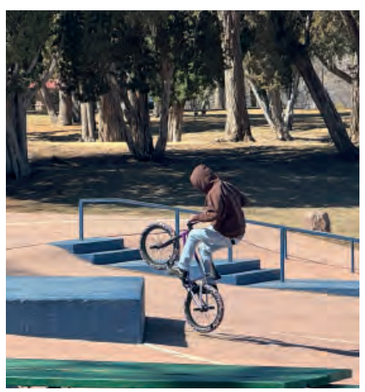
The City of Pueblo, partnering with the Pueblo Conservancy District (PCD), sponsored this Master Plan (Plan) study for approximately 200 acres of land including 7-miles of river corridor from Lake Pueblo Dam to Runyon Lake with special attention to the north edge of City Park and the transition down to Waterworks Park. This Plan will be utilized to guide policy and resource decisions by community leadership as City Park and the Arkansas River Corridor are further developed. The Plan will also help leverage Federal, State, and local funding opportunities for the Arkansas River corridor through Pueblo.



1.2 Project Background

City Park is a historical community park with numerous amenities that include a zoo, swimming pool, softball fields, a dog park, a tennis complex, two fishing ponds, a skateboard park, bocce courts, an indoor shooting range, 18-hole disc golf course, a historic carousel with amusement rides and concessions, an indoor rental hall, the Parks and Recreation administration office, and a maintenance compound.

The streets that run through City Park are one-way but are typically used as an east-west short cut through the park to get from one side to the other. Pueblo Boulevard is a high-volume road on the west, a golf course and irrigation ditch exist on the south side, a residential neighborhood is located on the east, and the Arkansas River is located along the north edge of the park at the base of a 50 ft bluff. The only existing river trail connection from City Park down to the Arkansas River is very steep and difficult to use.



Along the Arkansas River Corridor there is an extensive non-motorized trail system that reaches from the Pueblo Dam on the west to Runyon Lake on the east. The trail also connects to the Colorado State University - Pueblo campus and provides access to most of the residential neighborhoods in and around Downtown.

Most of the western extent of trail runs through low bottom lands with high natural bluffs. This natural riparian area features a meandering trail that follows the river course and is shaded by large cottonwood trees. The central reach of the river trail is more urban with developed bluffs, some residential and industrial use in the bottom land, and finally the river levee encroaching upon the river corridor and trail as it reaches Downtown.

Along the Arkansas River, immediately to the north of the City Park is Waterworks Park. The Pueblo Board of Water Works department funded this project to improve a previously unsafe drop structure and upgrade the water take out system. Waterworks Park features an improved river with a series of boat drops and chutes to make it safe for boaters, which included replacing one pedestrian bridge and adding a second bridge to an island in between the boat drops and chutes. The park has become a destination for local residents and visitors, primarily made up of water recreation groups. Access to Waterworks Park is limited and has become a primary discussion point for various stakeholders during our engagement effort for the project. A summary of stakeholder engagement efforts is outlined below.

A connection from the river corridor to Downtown remains a primary goal for the City but will be complicated and costly due to the location of the Pueblo Rail Yard which bisects the area and separates the river corridor from the core of the City. There have been several recent studies that have considered bridge connections from the Arkansas River Levee Trail to the Pueblo Union Depot or possibly via Union Avenue bridge to address this community trail gap. Although this connection was not a focus of this master planning effort, it was a consideration based on attention that was brought forward during the 2017 Arkansas River Levee Master Plan.

Trail in west corridor near Nature Center

Trail access to the north side of Waterworks Park

Aerial view of Waterworks Park looking west

Trail in west corridor near Reservoir Road

Trail in central corridor near Charles Lee bridge

Trail on the Arkansas River Levee near Downtown

Trail on levee near Union Station

Trail in the east corridor near Nuckolls Bridge

Trail near Lake Runyon

Improvements from the 2017 Arkansas River Levee Master Plan...

Charles Lee Bridge access to top of levee and new murals

Shade and seating along the levee trail

Art installations along levee trail

Drop Structure at Whitewater Park

As noted above, in 2017 the City of Pueblo and the Pueblo Conservancy District championed an effort to prepare the Arkansas River Levee Master Plan which included a 2.75-mile stretch of the Arkansas River Levee adjacent to Historic Downtown Pueblo. The planning process was initiated in response to ongoing work to lower the existing levee in the area, develop safety features to the popular whitewater course, enhance the murals, and assess the opportunities and challenges of the urban river park. The Arkansas River Levee Master Plan laid out a vision for the area below 4th Street bridge which increased community focus on active river recreation, improved connectivity to the river, improved the ecology of the river, and increased economic development opportunities.

The City and the PCD focused this planning effort on the upper Arkansas River basin, specifically the area below City Park, its connection to the lower levee area, and the upper area near Lake Pueblo. The plan addresses further development along the Arkansas River Corridor, particularly between Pueblo Dam and Runyon Lake. It outlines opportunities and strategies for segments spanning from the north boundary of City Park through both whitewater parks.

02 Master Planning Process

The planning process described in this document incorporated comprehensive data on the project site, augmented by insights from City staff and the Pueblo Conservancy District. Additionally, the plan drew from lessons learned during the recent Arkansas River Levee Master Plan, completed in 2017. Active engagement of the community and stakeholders played a central role in the master planning process, involving diverse groups through an open framework to gather input, encourage participation, and inform future development and operational strategies. The outlined planning and design methodology assisted the Pueblo community in visualizing potential enhancements to City Park and the Arkansas River Corridor. Furthermore, the approach includes thorough analysis of access, circulation within City Park, and its integration with both the local community and river corridor, including connections to regional trails. This strategy emphasizes efficiency, effectiveness, and cost consciousness. The following section details specific tasks and anticipated outcomes.

2.1 Project Initiation and Data Gathering

The Design Team worked with City staff to gather all relevant base data currently available or accessible in electronic formats, such as GIS and AutoCAD files for the site. Historic photographs of Pueblo and City Park were also provided to the team. This data served as the foundation for the analysis and subsequent planning concepts. The team collected and examine previous plans and studies associated with City Park, the Arkansas River corridor, and the broader Pueblo parks and trails system. This included, but was not limited to, the 2021 Pueblo Comprehensive Plan, the 2017 Arkansas River Levee Master Plan and the 2003 Pueblo Open Space, Parks & Trails Master Plan. Reviewing this information facilitated an understanding of the site context, neighborhood connections, and historical community objectives, while also assisting in identifying any existing gaps in data or site information.

2.2 Visioning and Programming Work Session

The Design Team worked in collaboration with City staff and the PCD advisory group to establish a clear vision and define project objectives. These meetings refined the goals that informed both planning and design processes, ensuring all decisions remained consistent with the established framework. The purpose of this plan is to assist the City of Pueblo in developing a comprehensive Master Plan for City Park and the adjacent Arkansas River Corridor. Its focus includes enhancing accessibility and expanding recreational opportunities from Lake Pueblo Dam eastward to Runyon Lake. The master plan will serve as a guide for future improvements within both the park and the corridor, addressing amenities, recreation facilities, and potential river modifications. Furthermore, the plan seeks to aid the City in setting strategic targets, formulating policies, and strengthening connections to the broader community.

Outlined below are several principal goals and objectives provided to the Design Team at the project's inception:

- Enhance the corridor for recreation use
- Improve the auto and pedestrian access and circulation related to City Park
- Identify and design City Park and river corridor improvements
- Improve trail access and circulation for pedestrian and bicycle use
- Improved water quality and wildlife habitat in the river corridor
- Identify opportunities for art, culture, and learning in the park and river corridor
- Identify gaps in the trail system and create new linkages to adjacent neighborhoods
- Create rest stations and overlooks along the trail with shade, seating, and information
- Identify remaining river hazards that must be removed to enhance safety measures
- Study abandoned railroad property to determine possible future use
- Identify key access points and improvements – coordinate with 2018 ARL Master Plan
- Evaluate Runyon Lake area and consider recreation improvement

Precedent Imagery was shared to spark the visioning effort...

Pedestrian Event Street

Flexible Event Green and Stage

Shaded Overlook Area

Shaded Accessible Playground

Accessible Trail

Safe Water Access

2.3 Program Development

During early meetings with the City and PCD several areas of interest within the 200-acre project corridor were identified. The initial study areas considered were City Park and Waterworks Park (together), the Pueblo Nature Center and Raptor Center, Whitewater Park at 4th Street, and Runyon Lake with Moffat Street Dam. The team also had some initial ideas regarding how to activate and provide access to the historic Goodnight Barn, which the City owns. A development program for these study areas was informed by work sessions and interviews with City staff, advisory groups, recreation stakeholders, and other community input. The planning process also considered prior programming data from previous documents such as the 2018 Arkansas River Levee Master Plan. Relevant information from this previous plan including stakeholder feedback, and needs assessments concerning recreational opportunities, was reviewed and incorporated as appropriate. The City and PCD evaluated the draft program and prioritized improvements according to current needs and future budget considerations. Once a final program was approved we held a one-day design charette with City stakeholders, leadership members and PCD members to explore concepts for several areas within the project area. Programming work session resulted in a list of various improvements for each site.

2.4 Inventory and Analysis

Site visits for inventory and analysis of the project area were critical during the Data Collection and Analysis Phase of this planning process. The Design Team visited City Park on numerous occasions and walked the entire 7.5-mile corridor over several months. Through photography and analysis of existing site conditions and amenities we were able to connect the dots with much of what we had heard through stakeholder engagement. Some of the primary existing challenges are listed below:

- The lack of parking and access to Waterworks Park is a challenge – this comment was the number one comment voiced by nearly every stakeholder.
- Trail from City Park down to Waterworks Park is not accessible.
- The north edge of City Park is an underutilized area with great views that is often a spot for late night trespassing and vandalism
- Access and parking along the entire river corridor is a challenge, especially during community events. Some areas in the corridor are remote and hard to get to in an emergency.
- The Nature Center has challenges with drainage flooding from their parking to through their event area and with safe river access for boating and fishing.
- There are several areas along the river corridor that could be improved for safe fishing access and/or accessible fishing.
- Runyon Lake is an underutilized resource and out of sight due to its location. It is also a spot that attracts vandalism or other misuse.
- There are several areas within the corridor that need improved boat inputs or takeouts. Many of these areas are related to a specific destination within the corridor like the Nature Center or Waterworks Park or Moffat Street area.
- There are areas within the river corridor that require updates or improvements. These areas include some lengths of trail replacement, treatment of eroded river banks, erosion control on bluffs, along with debris removal and cleanup.

All relevant site condition data—including topography, vegetation, structures, utilities, boundaries, and easements—were incorporated into the analysis to develop opportunities and constraints maps for multiple locations within the Arkansas River Corridor and City Park, supporting the evaluation of conceptual design alternatives. Although an environmental assessment was not required for this master plan study, ecological factors were taken into account during the analytical process.

Site visits were used to record various challenges within the project area...

No auto access or parking at Waterworks Park

Trail down to Waterworks Park is too steep

North edge of City Park is underutilized

Limited parking at 4th St and Whitewater Park

Parking lot drainage issues at Nature Center

Safe and accessible fishing areas are needed

Lake Runyon is underutilized with limited access

Moffat Dam needs pass-through and takeout

Erosion and maintenance needed for safety

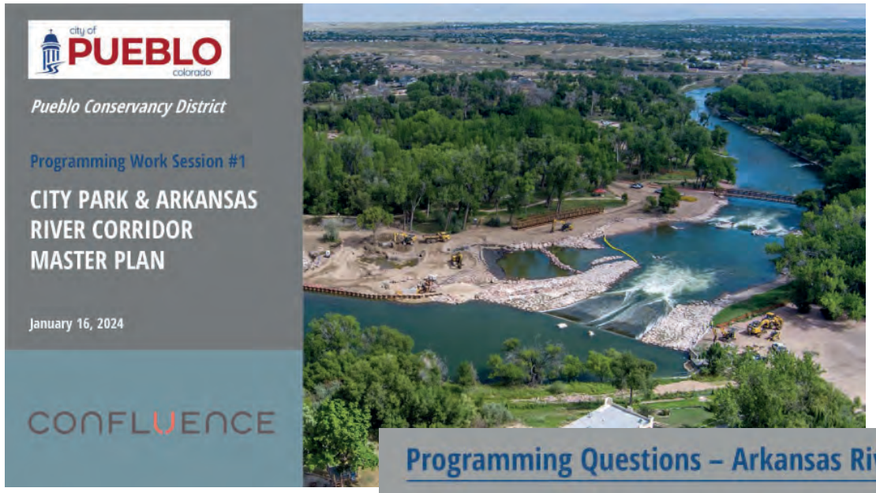
2.5 Stakeholder Engagement

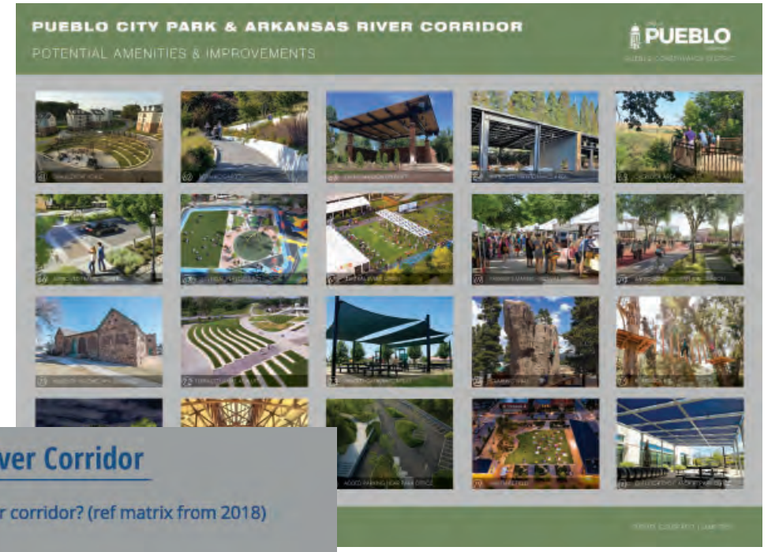
The Design Team worked with the City and the PCD on a preferred engagement style, proposing an initial phase of targeted meetings with City staff and project partners for early input. During the process, all in-person events were extended through the use of Social Pinpoint, combining in-person and online outreach as needed. The team organized focused meetings with City staff, advisory groups, and project partners including CDOT and Pueblo County to spark early discussion and idea sharing.

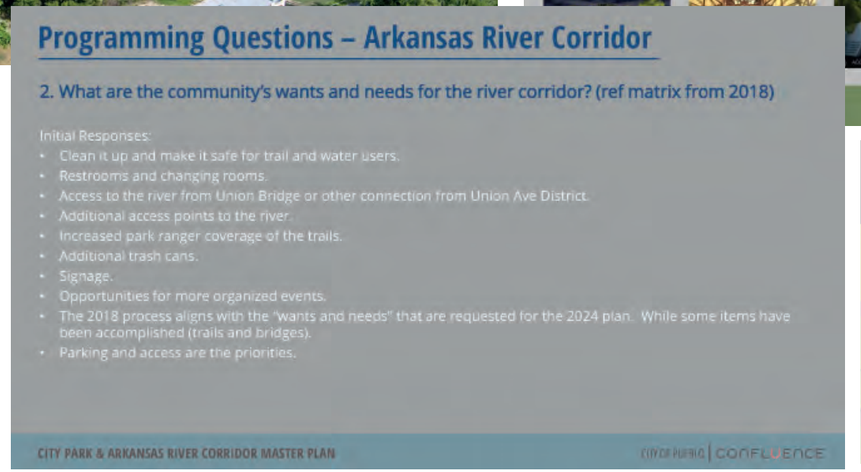
Comprehensive Stakeholder List
Relying on input from the City and PCD, the Design Team compiled a list of various community stakeholders ranging from City Leadership, State and County partners to recreation groups and adjacent neighborhood groups. A commonality in the groups that were included are that they all have some connection to the community of Pueblo, City Park and/or the Arkansas River Corridor.

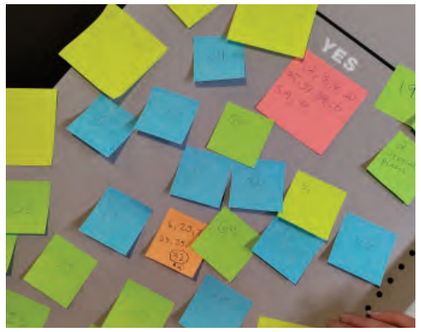
Project Questionnaire
A brief project questionnaire was distributed to the stakeholder groups via email, was shared during the first open house and then posted on the project website to maximize stakeholder and community outreach. The questions posed in the survey were primarily geared towards determining possible opportunities and challenges within the project area. Most of the comments aligned with previous community surveys related to the Arkansas River Corridor and

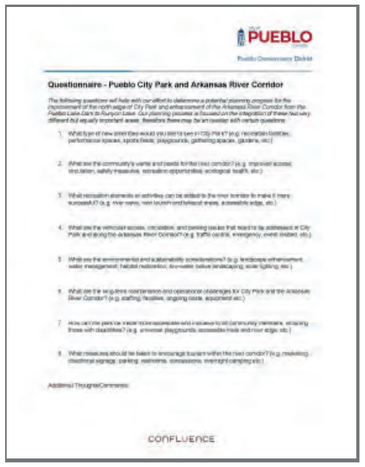
Introductory Open House
Next, the team collected wider community feedback in a public open house format which defined the project area, gave an overview of the inventory and analysis process, and allowed for idea sharing and the identification of key challenges within the project boundary. The input from this early outreach and engagement helped form the planning program and prioritize the planning and design focus for the rest of the project including the identification of focus areas within the project boundary.

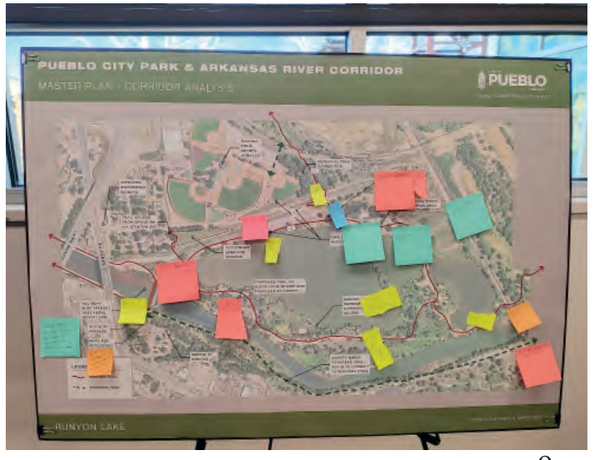












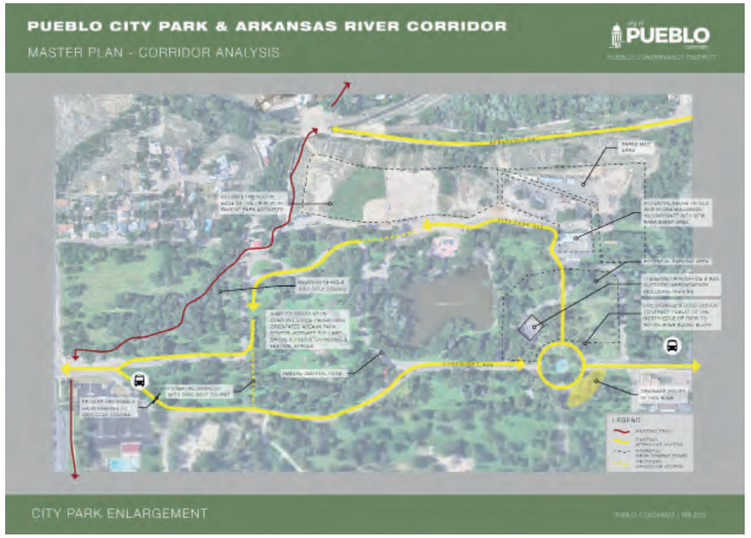
2.6 Charette Work Session

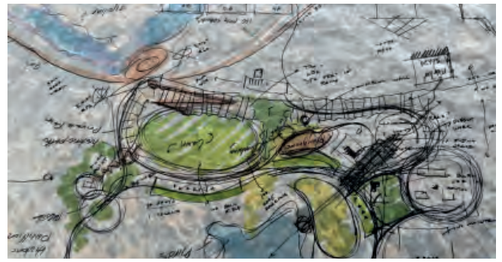
The Design Team coordinated a Charette Work Session with City and County Staff, members of the Pueblo Conservancy District and other interested community leaders and stakeholders. The design work session focused on the five focus areas listed below but other areas within the project extents from the Pueblo Dam east to Runyon Lake were also up for consideration and discussion. Base mapping was created for the areas of focus and a list of program elements derived from both stakeholder and community input was provided to fuel conceptual ideas.

Charette Focus Areas

City Park - focused on the north bluff of City Park and access to Waterworks Park below. The following list of program elements was provided for the charette.

- Access to Waterworks Park (auto and pedestrian)
- Expanded parking (event and daily)
- Programmable event space/green
- Overlook and walkway
- Botanic Garden (CSU Extension)
- Improvement to maintenance yard
- Updated skate park
- Universal Playground (with Shade)
- Bike Pump Track
- Event street with shaded food truck area
- Group Picnic Area near the City Park office
- Breakout patio space from City Park meeting room
- Trail connection around pond
- Improved edges of pond for edge access and safety egress
- Preserve disc golf course and possibly enhance areas





Waterworks Park - focused on access and parking for Waterworks Park. The discussions regarding access included both auto and pedestrian access to Waterworks Park including some options for access directly from City Park. The following list of program elements was provided for the charette.

- Primary auto access and parking on north side of river
- Limited auto access and parking on south side of river
- Improved pedestrian connections on south side from City Park
- Restroom/changing/ concessions and storage building
- Life jacket station
- Improved boat takeout area
- Group picnic areas
- Wayfinding/interpretive signage
- Increased accessibility to water edge
- Water safety signage
- Trail and parking safety – lighting and emergency markers
- Trail gap improvements
- Event seating area
- Fishing access

Charette Focus Areas (Continued)

The Nature & Wildlife Discovery Center – focused on west corridor river access, trail access, parking and site drainage issues. The following list of program elements was provided for the charette.

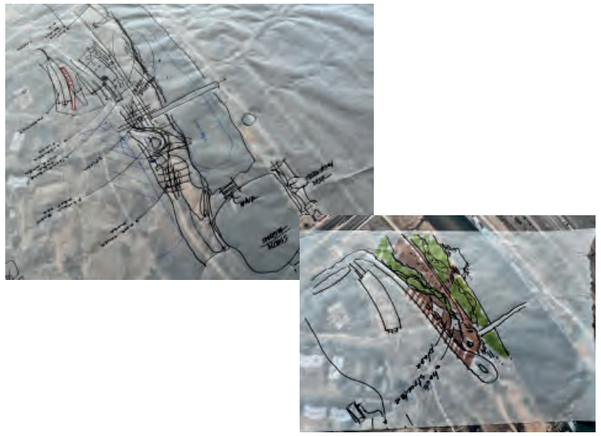
- o Fishing access and parking
- o Trail extension/improvement
- o Pedestrian bridge(s)
- o Boat ramp access
- o Group picnic areas
- o Wildlife/bird watching areas
- o Wayfinding/interpretive signage
- o Improved parking
- o Drainage and erosion control
- o Increased accessibility
- o Water safety actions
- o Trail safety – lighting and emergency access markers

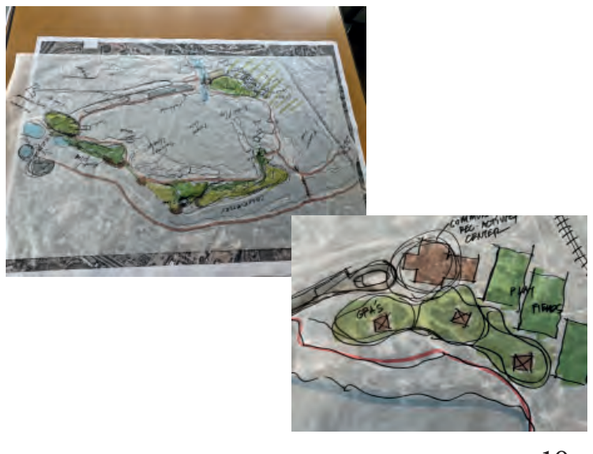
Whitewater Park – focused on the central corridor and improved parking and circulation along with enhancing the area with amenities for daily use as well as events. The following list of program elements was provided for the charette.

- o Restrooms, changing, concessions, and storage at Whitewater Park
- o Trail extension/improvement
- o Boat ramp access (Take out)
- o Group picnic areas
- o Wildlife/bird watching areas
- o Wayfinding/interpretive signage
- o Improved parking
- o Drainage and erosion control
- o Increased accessibility
- o Water safety actions
- o Trail safety – lighting and emergency access markers
- o Water event area with seating
- o Added shade

Runyon Lake – focused on enhancement of existing natural amenities eastern corridor and trying to establish some type of destination use that will attract people and improve safety. The following list of program elements was provided for the charette.

- o Fishing access and parking
- o Trail extension/improvement
- o Boat ramp access (Take out)
- o Group picnic areas
- o Wildlife/bird watching areas
- o Boat Takeout near Moffat Dam
- o Cabin retreat rental area in northeast corner
- o Restroom and storage building
- o Wayfinding/interpretive signage
- o Improved parking
- o Increased accessibility
- o Water safety actions
- o Trail safety - lighting and emergency access markers





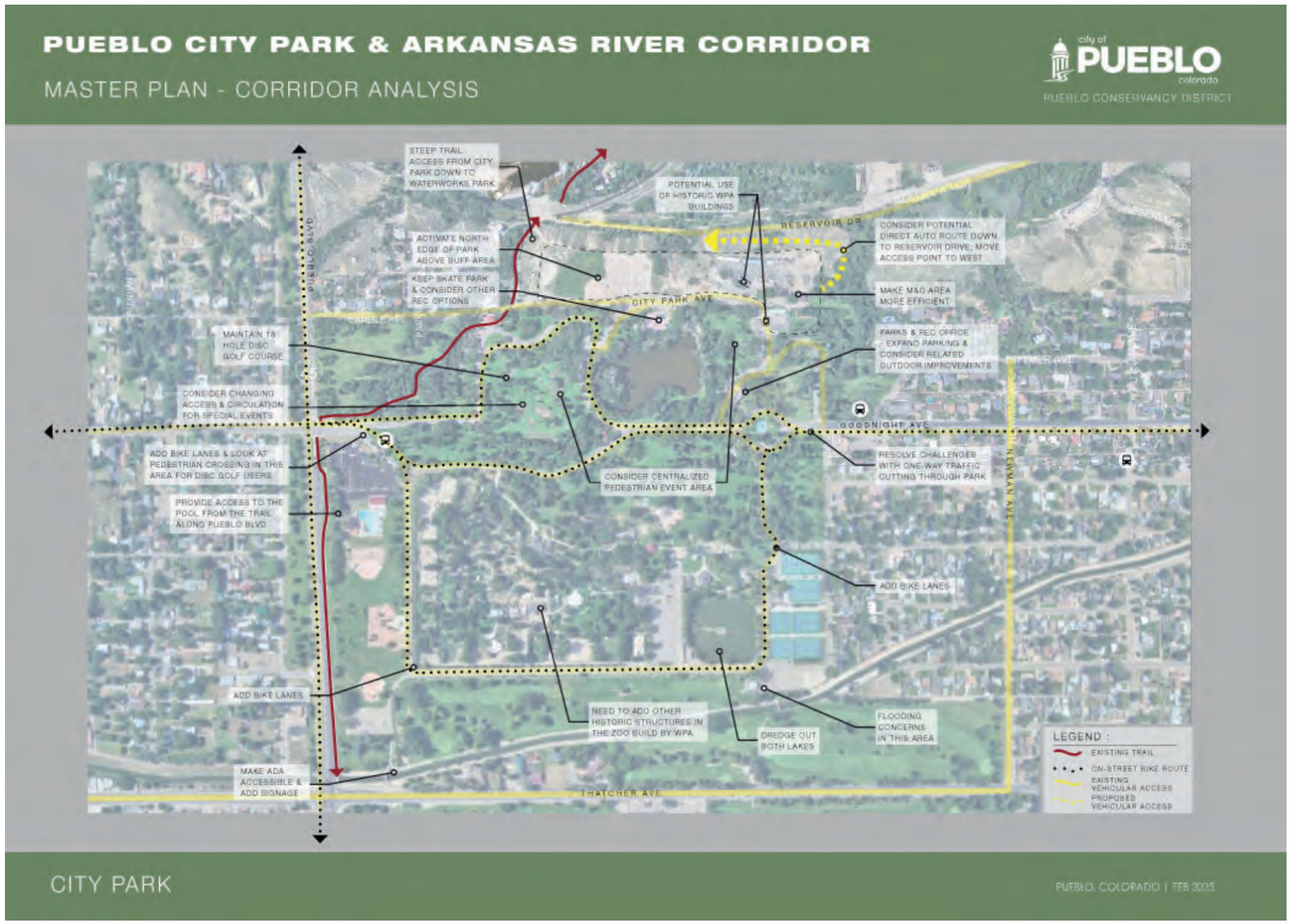
Charette Focus Areas (Continued)

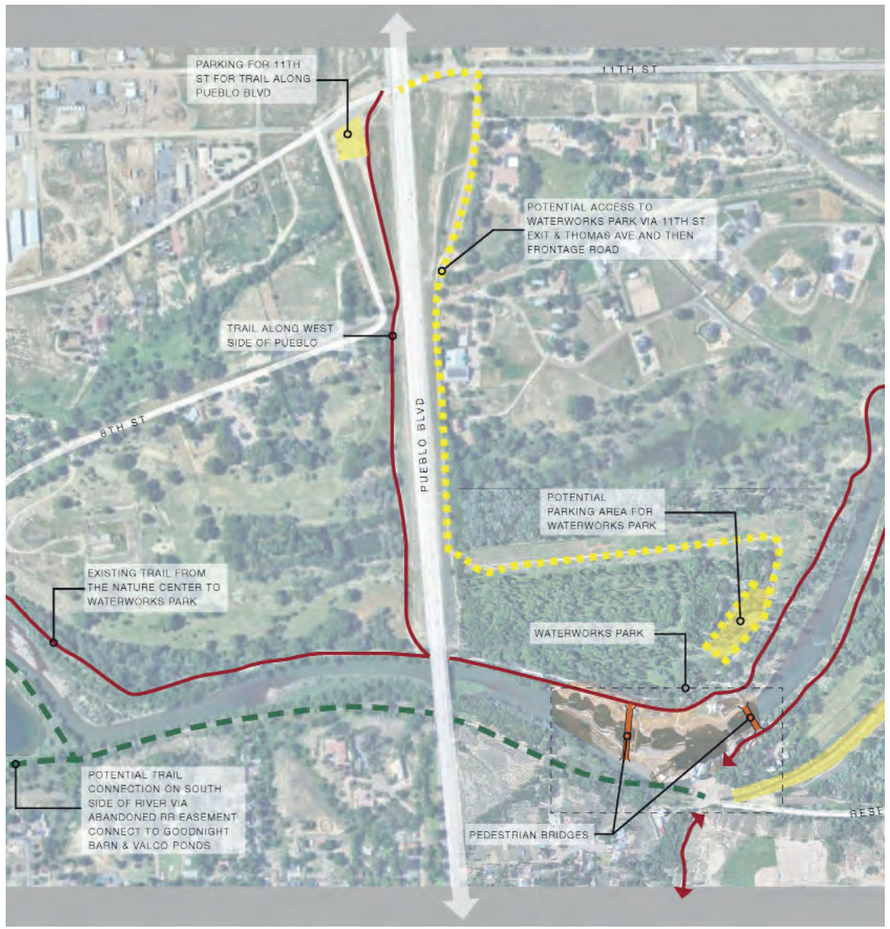
Access and Circulation

During the design charette there was much discussion about access and circulation both to the river corridor and to City Park. However, a primary focus for many of the participants was to provide access and parking to Waterworks Park. Discussions during the work session yielded several alternatives for providing access from the north side of the river as well as the south side via City Park.

The Design Team consolidated and assessed all available data from the City regarding access and circulation within City Park and the surrounding trail network. This assessment considered both vehicular and pedestrian movement. The work for this planning effort included the following steps:

- Assessed user access and circulation patterns throughout City Park and adjacent trails and develop recommendations to enhance access and circulation
- Reviewed emergency access and circulation to the Arkansas River Corridor
- Explored options for providing access and parking to Waterworks Park
- Considered guidelines for achieving fully integrated trail connections
- Analyze opportunities for crossings and easement improvements



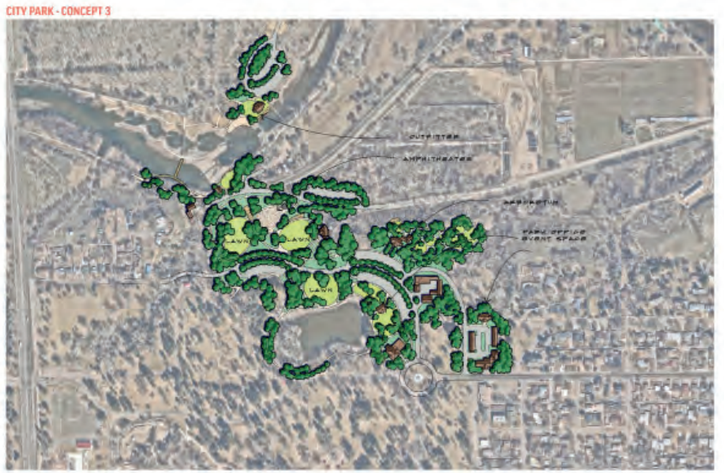


2.7 Site Plan Concepts

Following the Design Charette the Team synthesized the outcomes of the work session to develop a series of alternative design concepts that address identified opportunities and challenges for City Park and the adjacent river corridor. These design alternatives, focused on the five key areas, considered a range of factors including site access and circulation, land use by zone, site amenities, recreation improvements, landscape enhancements, flood control and drainage measures, water access strategies, and ecological considerations. The conceptual plans identify proposed element locations and their interrelationships for each focus area. The team produced illustrative plans and supporting graphics for various improvements and recreational elements that were identified during the design process with the City and project stakeholders. Some of the ideas highlighted are discussed below.

City Park

There were several alternatives prepared for this area which also showed connections and elements of the adjacent Waterworks Park below. The concepts for City Park focused on providing indirect auto circulation through the park to slow traffic. Several of the options show portions of the road through the park being turned into pedestrian only streets for festivals and events. Many of the concepts looked at activating the core area around Lake Joy and adjacent to the parks office by adding a loop pedestrian path, playgrounds, group picnic areas and maintaining the existing skate park and disc golf course. Each of the options paid special attention to the activation of the north edge of the park and the pedestrian transition down to Waterworks Park. One prominent idea was introduced to layer or terrace the bluff along the north boundary of the park which would provide access but also create a series of flexible park spaces that overlook Waterworks Park and visually connect the two areas. This idea was carried through all of the concepts. Several ideas were shared for activities along the northern edge of the park including an amphitheater, a botanical garden (partnering with CSU Extension), an arboretum, an event green, a flexible event stage, an open-air market, and an overlook walkway. The options also looked at ideas for enhancing, organizing, and screening the Parks maintenance and operations area that sits on top of the bluff. Parking and the addition of potential direct access for both autos and pedestrians from City Park to Waterworks Park was displayed in each of the alternative concepts.

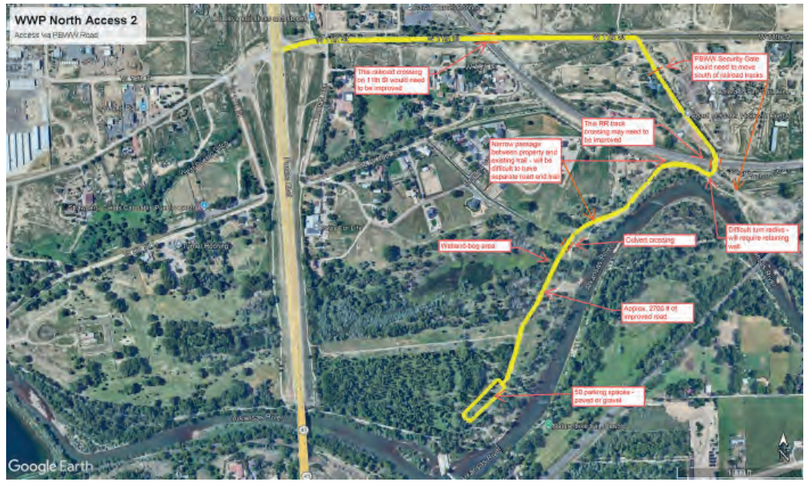


Site Concepts (continued)

Waterworks Park Access

Discussions regarding Waterworks Park were primarily with regard to access and parking. Several different options were identified during the charette work session and were documented as access diagrams. Two of these options show access and parking on the north side of the river with access provided from the 11th Street Exit via Pueblo Blvd. Three of the options show access from the south side of the river and City Park via different connections to Reservoir Road which is controlled by the Pueblo Board of Water Works. An ultimate option would be to potentially allow limited auto access to both sides of the river and safe and accessible pedestrian routes connecting all. The options for Waterworks Park show a number of improvements to the existing park including the addition of a building with restrooms, changing rooms, and concessions. The location of this building would likely be on whichever side the primary parking and access end up on. A variety of other smaller improvements including a boat-takeout, picnic shelters, a life vest station, and nature play area were all discussed for the Waterworks Park.

NOTE: The City and Design Team met with Pueblo County and CDOT to discuss the feasibility of these options. During these meetings we learned that the county has funding for parking and access from the north side of the river. Option 1 is the access route used during the construction of Waterworks Park and is generally accepted by both the County and CDOT.



Site Concepts (continued)

The Nature & Wildlife Discovery Center

Several ideas were presented to enhance river access, trail access, parking and deal with the major drainage challenges at the Nature Center. Two concepts focused on the possibility of moving the existing building which is right in the path of a major drainage route. Both concepts imagine adjusting the alignment of the access road and adjusting the existing parking lot to redirect the drainage water and allow for opportunities to better control flooding. One concept was shared that shifts the building slightly to the north against the natural bluff so that it is out of the drainage path. In this concept the core park and event area would be reconfigured to handle the drainage and be used for event and gathering areas. A second concept for the Nature Center is to move its location up on the bluff adjacent to the Pueblo Raptor Center. In this concept the two ecologically based facilities would share a common overlook area, parking and improved accessible connections down to park and trail improvements at the river level. Each concept would include opportunities for outdoor education, nature play, and picnicking adjacent to the river trail. Both concepts would feature enhanced parking, drop-off, trail access and an improved boat put-in area that will accommodate watercraft that is delivered via small trailer.

Site Concepts (continued)

Whitewater Park (4th Street)

The concepts for this area, with access from 4th Street, were focused on improved parking and circulation along with enhancing the area with amenities for daily use as well as events. The plans show an improved drop-off area, more parking, a restroom/changing room, food truck area, and opportunities for more shade and seating. Many of these items were defined in the 2017 Arkansas River Levee Master Plan along with several improvements that have been implemented like the new pedestrian bridge, paved trail, shade elements, and art along the top of the levee. Other thoughts and concerns came up during the Teams exploration of this area including maintenance of the drops, providing seating on the levee face, the future wave shaper that was highlighted in the 2017 Levee Plan and finally a pedestrian bridge and trail connection from Downtown/Union Station area across the railyard area to the levee top

The improvements shown below were a part of the 2017 Arkansas River Levee Master Plan

Site Concepts (continued)

Runyon Lake

The general discussion for this area focused on the enhancement of existing natural amenities and trying to establish some type of destination use that will attract people and improve safety. There were initially three concepts... one featured a community recreation/activity center that would support community needs in this area and possible share parking and relate to the Runyon Field Sports Complex that is just on the other side of the levee. A second concept explored the idea of a camp/retreat with a central service building and small cabins. This area would provide opportunities for family reunions, corporate retreats, leadership seminars or art/music camps. Both of these concepts featured group picnic areas, nature play, flexible multipurpose fields and some form of ropes course/climbing area. The third concept for the Runyon Lake area was to keep it natural, improve trails, fishing access and to address some long-standing challenges at Moffat Dam.

Site Concept - Other Areas of Discussion

Moffat Street Access and Moffat Dam - Parking improvements and river access via Moffat Street, from the south, is an upcoming project for the Pueblo Conservancy District. This area has been on the City and PCD's radar for some time due to the challenges of the Moffat Street Dam. Discussions of this area would improve safety through the addition of a new boat pass-through at the Moffat Dam and a boat takeout location below the dam on the south bank of the river that would be accessible by the proposed new parking area off of Moffat Street.

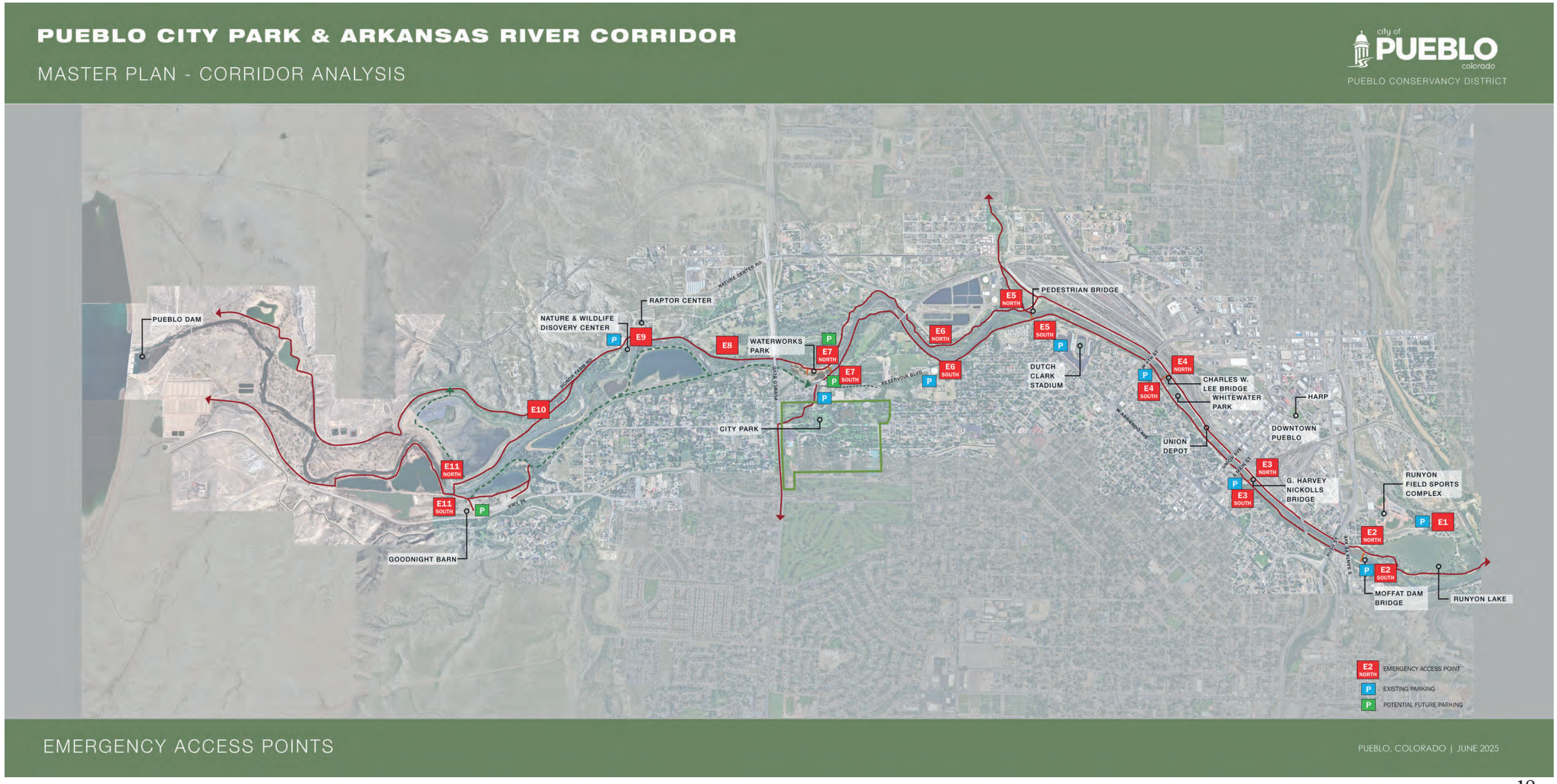
Goodnight Barn Area – focus on preserving existing building and adding parking and other support amenities to make the venue more accessible and usable for events. During the process it was determined that there are already plans for improvements for the Goodnight Barn area. Improving fishing, trail access, and parking in the area were also discussed but will need to be coordinated with Colorado Parks and Wildlife and their trail, parking and river access locations in this area.

WPA-CWA Structures – there are several Works Progress Administration (WPA) and Civilian Work Administration (CWA) elements in the community of Pueblo. These structures were constructed as a part of the New Deal programs that were established by President Franklin D. Roosevelt during the Great Depression. The elements within City Park are comprised of several buildings, some walls and monument signage. During this conceptual master planning effort, the intentions of the team were to reuse and incorporate this elements into the overall design where ever possible.

Site Concept - Other Areas of Discussion

Emergency Access

River Corridor – A graphic was shared showing eleven Emergency Access Points along the river corridor from Runyon Lake west to the Goodnight Barn. These EAPs are shown primarily at pedestrian bridge crossings and on average are approximately one mile apart. These access points will need to be coordinated with the City's plan to provide mile markers every half-mile along the trail corridor.



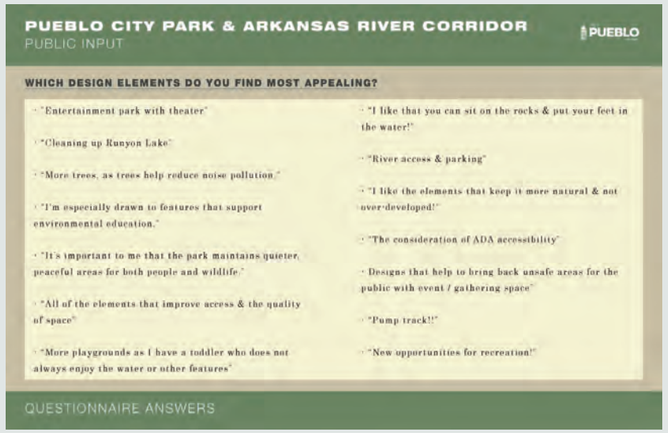
2.8 Open House to Share Concepts

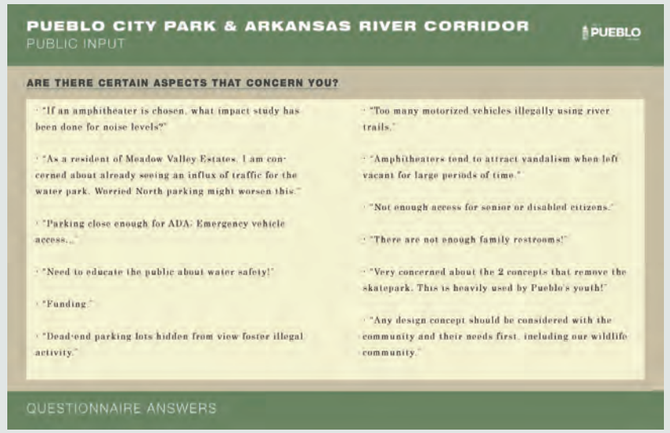
An Open House event was held on June 5th for the Pueblo City Park and Arkansas River Corridor Master Plan project.

During the Open House the design team shared some initial concepts from our recent Design Charette Work Session with City and County Staff, members of the Pueblo Conservancy District and other interested community leaders and stakeholders. The presentation was also shared online to provide an opportunity for all interested parties to review initial ideas, make comments, and help the design team understand community priorities and preferences for potential improvements within the project boundaries. The design work session focused on the five key areas listed above but other areas within the project extents from the Pueblo Dam east to Runyon Lake have also been considered and are up for consideration and discussion.

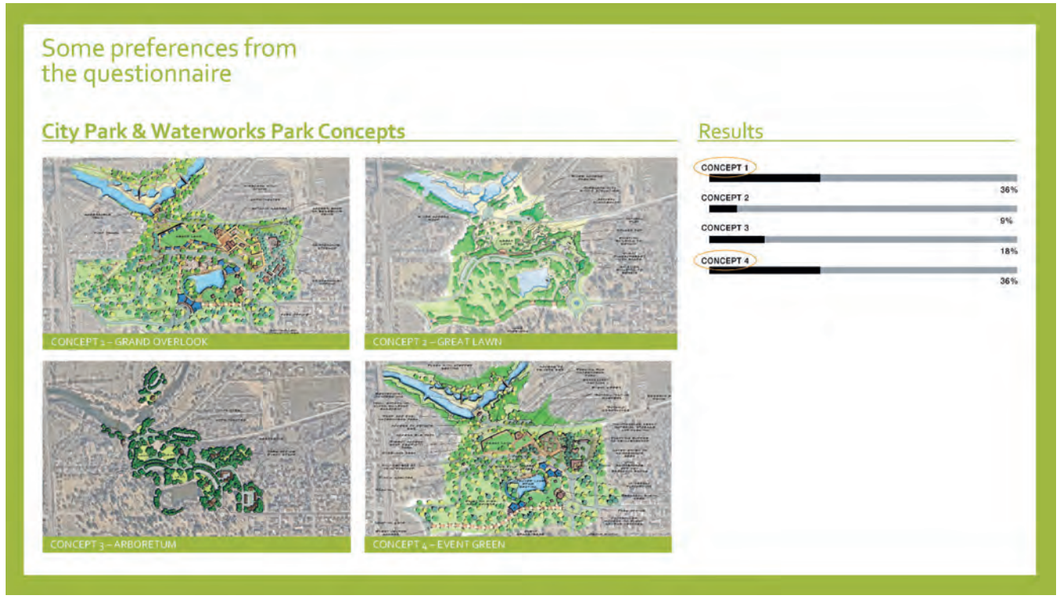
Design Questionnaire
A second project questionnaire, focused specifically on the design concepts, was distributed during the second open house and was then posted on the project website, with the concepts, to maximize stakeholder and community input. The questions posed in the survey were primarily geared towards understanding preferences for ideas within the project area. The comments were overwhelmingly positive and focused primarily on similar themes of making City Park and the Arkansas River Corridor a safe and accessible destination for a variety of community and recreation user groups.

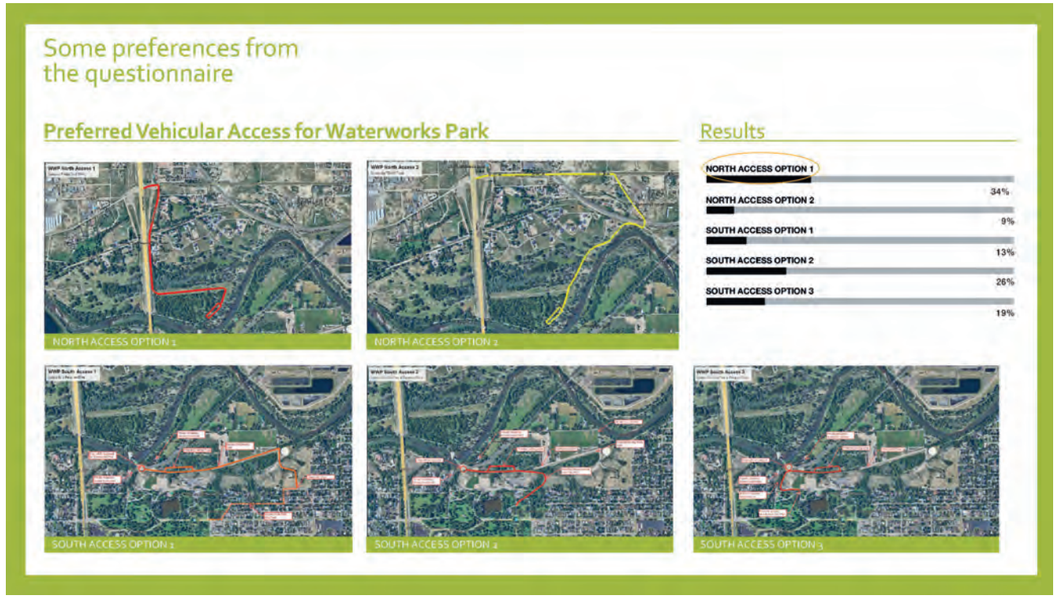
Social Pinpoint – Online Survey Results
Shared concepts and questionnaire on Social Pinpoint with access from City of Pueblo website through the Parks and Recreation. Recorded Online survey and results compilation/analysis, community meetings and results compilation/analysis from Social Pinpoint website. The summary presentation was posted on the website for approximately 5 weeks.

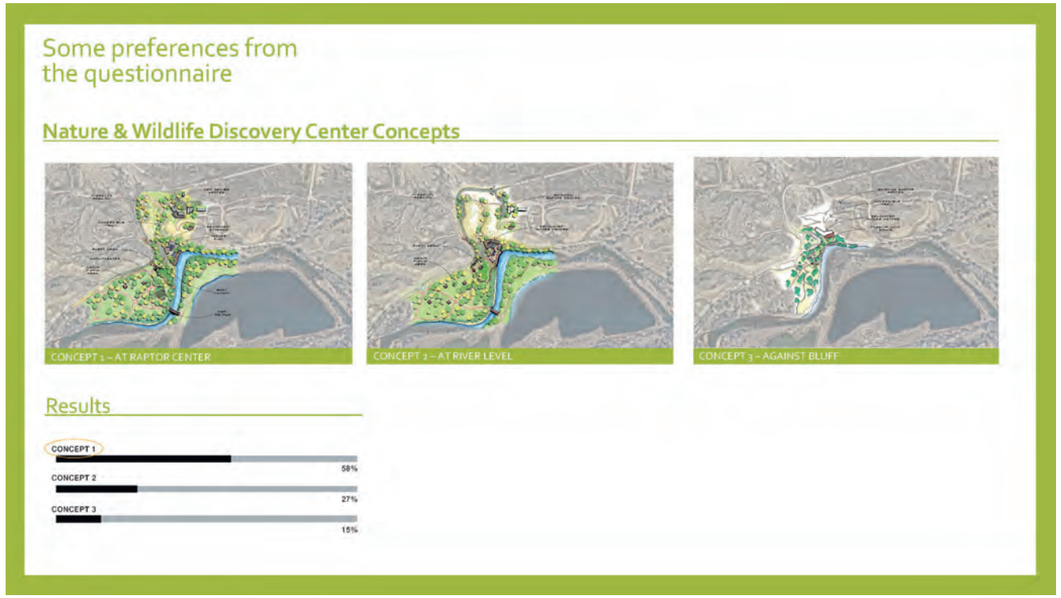


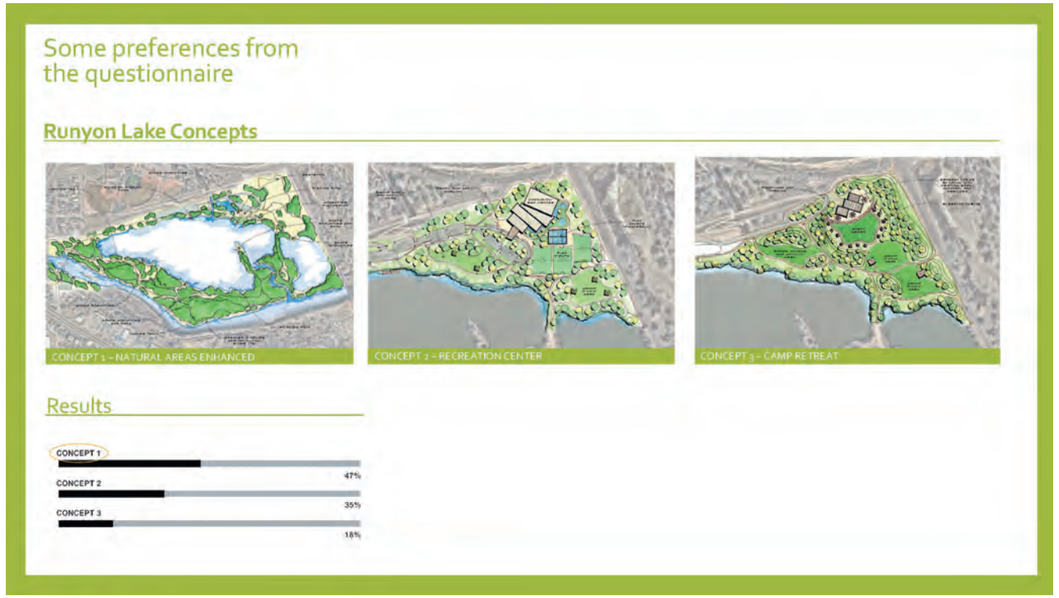


Stakeholders shared their preferences both in-person and online during and after the Open House event...









NOTE: It is important to understand that the ideas for the various areas are based on a planning program of potential improvements/amenities as identified in the beginning of the project through interviews, meetings, and surveys from community leaders and stakeholders. Previous design plans related to the project area were also considered. It is also important to note that the ideas represented in the drawings and diagrams are not set in stone... the depictions are merely a variety of ideas about potential improvements that will help attract people to City Park and the Arkansas River Corridor while ensuring safe access to amenities and improved circulation to the entire community.

03 Preferred Concepts

The input collected from City staff, the Conservancy District, various stakeholders, and other community members has been summarized in this document. The most favorable and feasible elements from the various concepts were combined into a Preferred Master Plan for City Park and the adjoining Arkansas River Corridor. The master plan was refined with the development of supporting diagrams, sketches, digital renderings, and reference images to illustrate the type, scale, and character of the proposed improvements. A list of potential improvements for the master plan are summarized below. The list identifies program elements as defined by the master plan concepts that address the parks and recreation requirements for the project area defined above. The Capital Improvements Plan (CIP) will list potential projects and prioritize improvements to be implemented over short-, medium-, and long-term timelines.

PUEBLO CITY PARK and ARKANSAS RIVER CORRIDOR MASTER PLAN

PREFERRED DIRECTION SUMMARY PRESENTATION
City of Pueblo and Pueblo Conservancy District

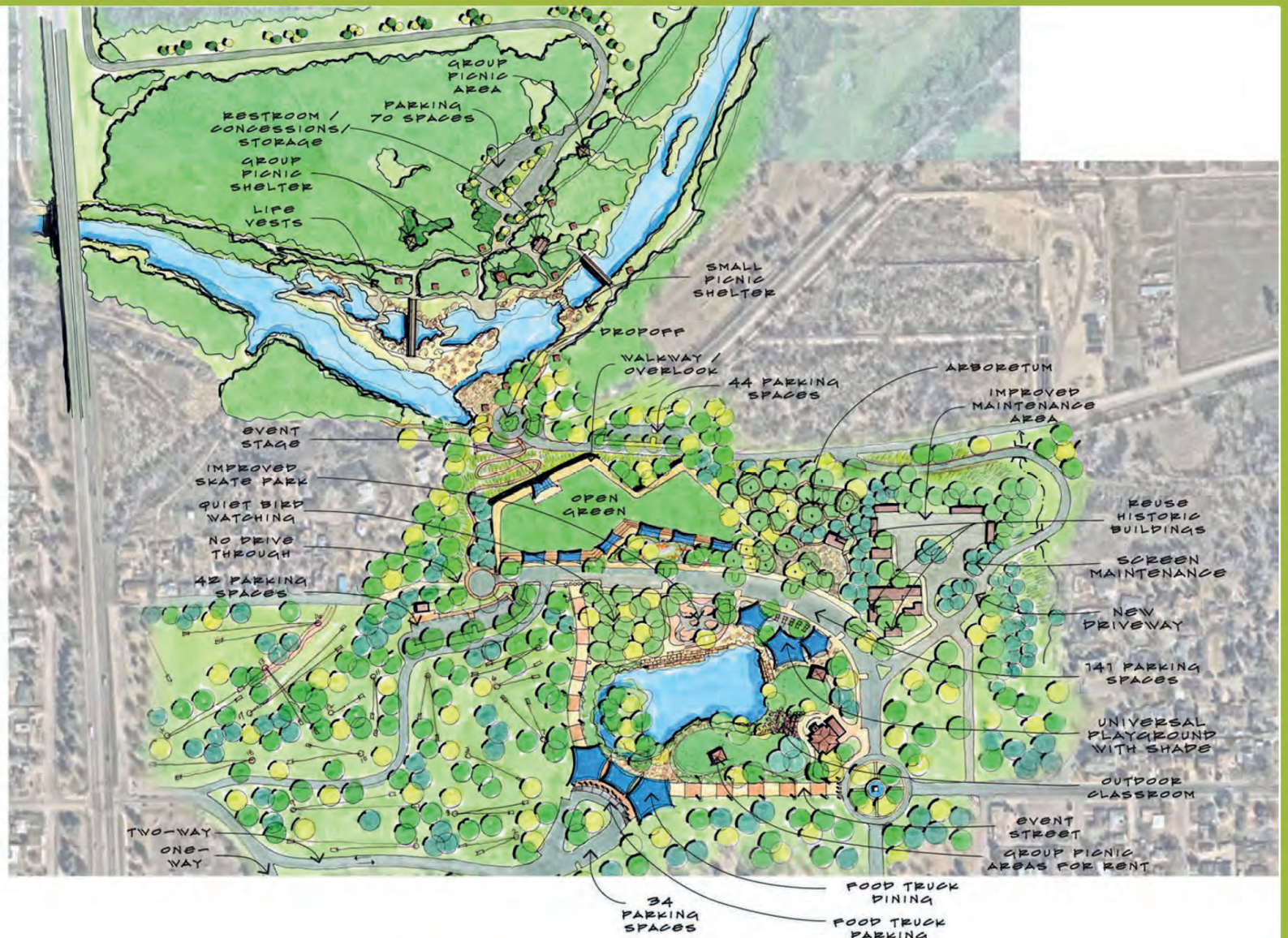
CITY PARK

- Access to Waterworks Park (auto and pedestrian)
- Expanded parking (event and daily)
- Programable event space/green
- Overlook and walkway
- Botanic Garden (CSU Extension)
- Improvement to maintenance yard
- Updated skate park
- Universal Playground (with Shade)
- Bike Pump Track
- Event street with shaded food truck area
- Group Picnic Area near the City Park office
- Breakout patio space from City Park meeting room
- Trail connection around pond
- Improved edges of pond for edge access and safety egress
- Preserve disk golf course and possibly enhance areas

City Park

Preferred Concept

Total new parking spaces in City Park = 217
(261 including small lot at bottom of bluff)



City Park – Waterworks Park

Access Options

WATERWORKS PARK
DROP-OFF FROM RESERVOIR ROAD
EVENT GREEN
ARBORETUM
PARKING
MAINTENANCE AREA
PEDESTRIAN EVENT STREET
UNIVERSAL PLAYGROUND
OUTDOOR DINING WITH SHADE
FOOD TRUCK AREA
CITY PARK OFFICE
PEDESTRIAN EVENT STREET
PICNIC LAWN
Aerial View of City Park Concept
Illustrative graphics are intended to convey a vision of design concepts and may not accurately depict actual site conditions.

View of Event Green & Potential Stage Area

Illustrative graphics are intended to convey a vision of design concepts and may not accurately depict actual site conditions.

View of South Side Access via Pedestrian Trail & Auto

Illustrative graphics are intended to convey a vision of design concepts and may not accurately depict actual site conditions.

View of Accessible Pedestrian Ramp from City Park down to Waterworks Park

Illustrative graphics are intended to convey a vision of design concepts and may not accurately depict actual site conditions.

Night View of Pedestrian Trail Access

Illustrative graphics are intended to convey a vision of design concepts and may not accurately depict actual site conditions.

Visioning Image of Pedestrian Event Street

Illustrative graphics are intended to convey a vision of design concepts and may not accurately depict actual site conditions.

Visioning Image of Pedestrian Event Street

Illustrative graphics are intended to convey a vision of design concepts and may not accurately depict actual site conditions.

Visioning Image of Pedestrian Event Street

Illustrative graphics are intended to convey a vision of design concepts and may not accurately depict actual site conditions.

WATERWORKS PARK

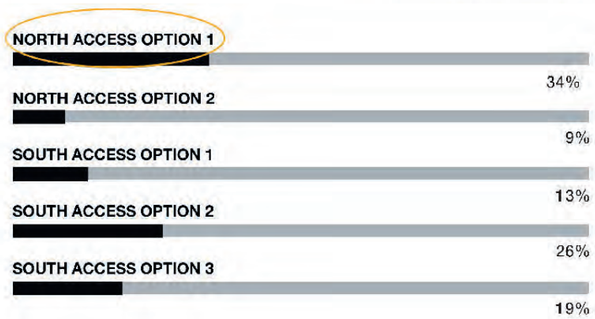
- Primary auto access and parking on north side of river
- Limited auto access and parking on south side of river
- Improved pedestrian connections on south side from City Park
- Restroom/changing/ concessions and storage building
- Life jacket station
- Improved boat takeout area
- Group picnic areas
- Wayfinding/interpretive signage
- Increased accessibility to water edge
- Water safety signage
- Trail and parking safety – lighting and emergency markers
- Trail gap improvements
- Fishing access

Waterworks Park

Preferred Access

North Access Option 1

South Access Option 2

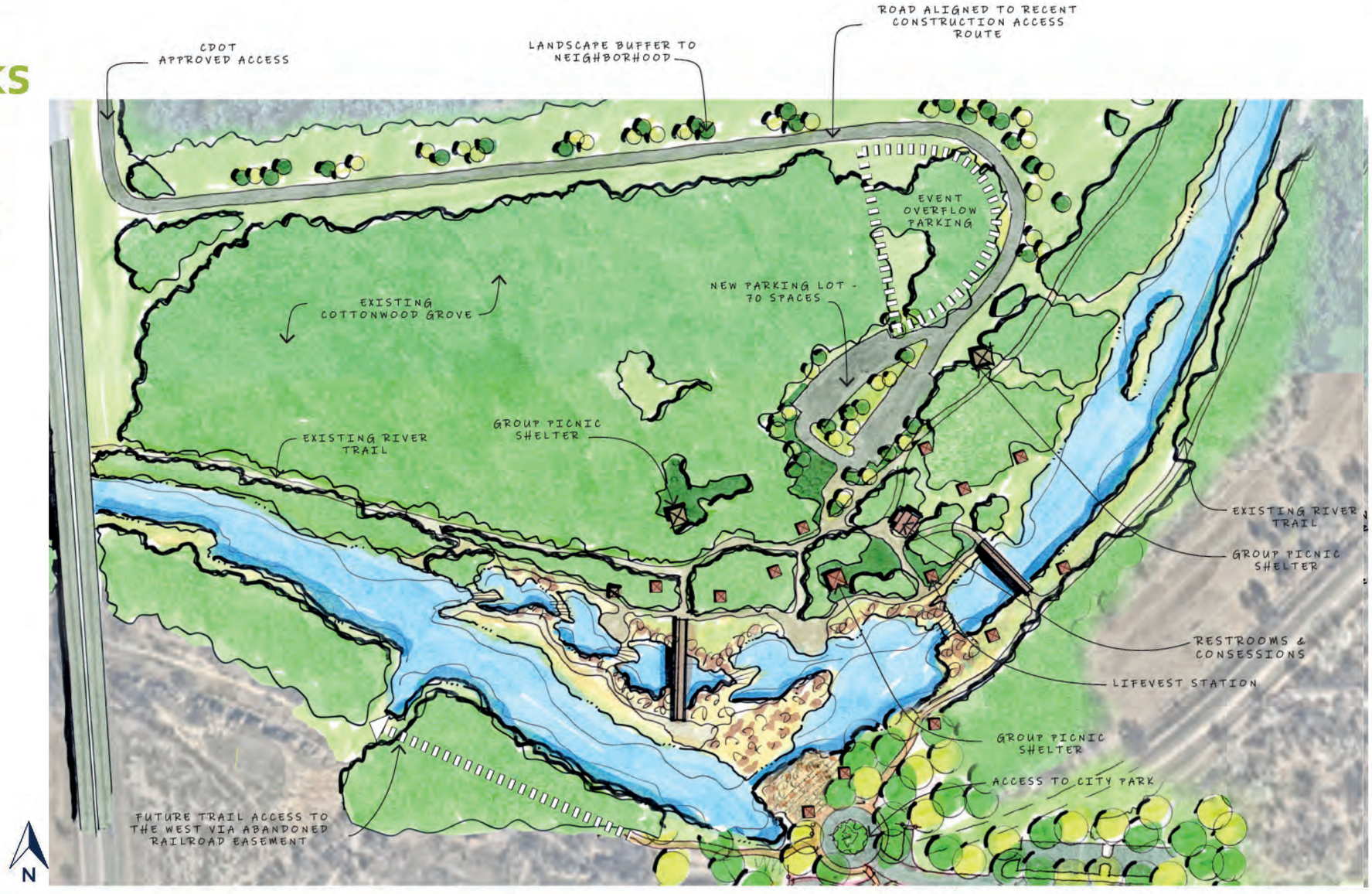


North Access Option 1 had the most support from public comment, has an initial positive response from CDOT & has funding from Pueblo County for implementation.

South Access Option 2 had the second most support & shows the Preferred Access from the south side of the river.

Waterworks Park

Preferred Concept



Aerial View of City Park Bluff Improvements

Illustrative graphics are intended to convey a vision of design concepts and may not accurately depict actual site conditions.

Aerial View of City Park Stepping Down to Waterworks Park

Illustrative graphics are intended to convey a vision of design concepts and may not accurately depict actual site conditions.

Waterworks Park
Parking in the Trees

Illustrative graphics are intended to convey a vision of design concepts and may not accurately depict actual site conditions.

Waterworks Park
Restrooms / Changing Rooms & Concessions

Illustrative graphics are intended to convey a vision of design concepts and may not accurately depict actual site conditions.

Waterworks Park
Group Picnic Area

Illustrative graphics are intended to convey a vision of design concepts and may not accurately depict actual site conditions.

Waterworks Park
Boat Ramp Takeout

Illustrative graphics are intended to convey a vision of design concepts and may not accurately depict actual site conditions.

WEST CORRIDOR and NATURE CENTER

- Fishing access and parking
- Trail extension/improvement
- Pedestrian bridge(s)
- Boat ramp access
- Group picnic areas
- Wildlife/bird watching areas
- Wayfinding/interpretive signage
- Improved parking
- Drainage and erosion control
- Increased accessibility
- Water safety actions
- Trail safety – lighting and emergency access markers

Nature Center

Preferred Concept

Nature Center

Boat Ramp Put-In Area

Illustrative graphics are intended to convey a vision of design concepts and may not accurately depict actual site conditions.

Nature Center
Accessible Fishing

Nature Center
Group Picnic Area

Illustrative graphics are intended to convey a vision of design concepts and may not accurately depict actual site conditions.

CENTRAL CORRIDOR and WHITEWATER PARK

- Restrooms, changing, concessions, and storage at Whitewater Park
- Trail extension/improvement
- Boat ramp access (Take out)
- Group picnic areas
- Wildlife/bird watching areas
- Wayfinding/interpretive signage
- Improved parking
- Drainage and erosion control
- Increased accessibility
- Water safety actions
- Trail safety – lighting and emergency access markers
- Water event area with seating
- Added shade

Whitewater Park

Preferred Concept

Whitewater Park

Restrooms / Changing Rooms & Concessions

Illustrative graphics are intended to convey a vision of design concepts and may not accurately depict actual site conditions.

EAST CORRIDOR and RUNYON LAKE

- Fishing access and parking
- Trail extension/improvement
- Boat ramp access (Take out)
- Group picnic areas
- Wildlife/bird watching areas
- Boat Takeout near Moffat Dam
- Cabin retreat rental area in northeast corner
- Restroom and storage building
- Wayfinding/interpretive signage
- Improved parking
- Increased accessibility
- Water safety actions
- Trail safety – lighting and emergency access markers

Runyon Lake

Preferred Concept

Runyon Lake

Restrooms & Storage

Illustrative graphics are intended to convey a vision of design concepts and may not accurately depict actual site conditions.

Moffat Boat Takeout

Preferred Concept

Runyon Lake

Boat Ramp Takeout Area

Illustrative graphics are intended to convey a vision of design concepts and may not accurately depict actual site conditions.

Runyon Lake

Outdoor Activity Area Preferred Concept

04 Implementation

This chapter details the prioritization of projects identified in the Master Plan for phased implementation. Effective master planning necessitates structured steps to realize the adopted Master Plan's vision. The subsequent sections outline the Guiding Principles, Resources, and potential Project Partners instrumental in advancing park and river corridor enhancements. The Phasing section presents scenarios for executing plan elements under constrained funding conditions. To facilitate ongoing monitoring and assessment, a chart is provided that summarizes key goals and action steps, enabling stakeholders to systematically track progress and completed improvements.

Guiding Principles

The following principles are derived from prior master planning initiatives, including the 2018 Arkansas River Levee Master Plan, and have been refined to incorporate improvements associated with City Park. All proposed improvement projects outlined below should be evaluated according to these principles throughout decision-making and implementation processes:

- The intrinsic value of the Arkansas River Corridor within the City of Pueblo must be maintained and preserved, with due consideration given to the floodplain, levee, and riparian environment.

- Enhancement to the river corridor as a unique public amenity should maintain a careful balance between active and passive recreational activities and the conservation of the natural environment.

- The historic significance of City Park, the river corridor, neighboring communities, and designated historic districts remains integral to Pueblo's distinct identity, ongoing vitality, and enduring legacy of resilience. Future initiatives and developments are encouraged to uphold and further strengthen the City's historical heritage.

- Pueblo's water recreation amenities, such as Whitewater Park and the recently developed Waterworks Park, are distinguished as premier destinations for water-based activities. The venues have earned regional, national, and international recognition, meriting continued investment and maintenance.

- An integrated approach that features both City Park and Waterworks Park will help Pueblo achieve notable economic growth. Ensuring all possible river corridor destinations are safely and easily accessible is crucial, as is making sure any nearby development aligns with and advances the goals set out in this Master Plan.

Resources

The City of Pueblo offers a range of funding resources beyond the capital improvement budget, including special districts, impact fees, and bond issuance. The diverse nature of proposed improvements necessitates employing various financing methods. The following provides an overview of available techniques:

City Capital Improvements Funding:
Priority is typically given to critical services and major projects that impact the largest populations, which can result in recreation, trails, and open space projects being completed in phases or scheduled later. To maintain ongoing progress, it is important to retain river corridor improvements as a dedicated item within the annual budget process.

Metro Districts:
Metropolitan Districts are statutory taxing entities required to provide two or more municipal-type services, such as recreation, transportation, water, or sewer. These districts are rarely established within full-service municipalities like Pueblo.

Special Improvement Districts:
Special Improvement Districts finance infrastructure by benefiting specific properties. However, accurately assessing individual benefits and corresponding assessments can be complex.

General Improvement Districts:
These districts levy property taxes to fund designated improvements. This mechanism may be suitable when private properties directly benefit from trailhead enhancements or adjacent trail connections.

Urban Renewal Districts:
The Pueblo Urban Renewal Authority can facilitate property acquisition for public improvements and possesses expertise in Tax-Increment Financing (TIF), which may support project implementation.

Tax-Increment Financing:
TIF is primarily utilized in urban renewal areas but may also be applicable to properties and neighborhoods adjacent to the river corridor.

Impact Fees:
When applied uniformly throughout Pueblo, impact fees serve as a potential source for funding improvements, particularly those enhancing connectivity with neighboring communities.

Grants:
Pueblo has consistently engaged in numerous grant programs supporting initiatives in recreation, health, open space, conservation, wildlife, and river habitats. Notable grant sources include:

- Colorado Water Conservation Board: Environmental & Recreation Projects; Engagement & Innovation Activities
- Great Outdoors Colorado: Park/Trail Recovery Grant; Planning Grant; Legacy Grant; Mini Grant
- Colorado Division of Wildlife: Fishing Is Fun Grant
- Colorado State Trails Program: Trail Construction Grants
- Colorado Physical Activity and Nutrition Program: Active Community Environment Grant
- Bikes Belong Coalition: Facility Projects and Advocacy Grants
- Shade Structure Grant Program (American Academy of Dermatologists)
- Colorado Department of Local Affairs: Conservation Trust Fund; Community Development Block Grants
- Gates Family Foundation: Recreation, Parks, and Conservation Grants

Private Sector:
Pueblo has a robust tradition of collaboration with private sector partners on public projects. Potential sources include nonprofit organizations, developers, property owners, local foundations, and interest groups. Such partnerships should be strategically pursued for selected components of the master plan, in coordination with the annual budgeting process.

Development Incentives:
Municipalities may offer incentives to attract private-sector investment in both public projects and private developments.

Local Institutions:
Local institutions—including banks and other stakeholders—can contribute funding through program sponsorships, preferential loan rates, and additional incentives for developers.

Fundraising:
Pueblo's water recreation amenities exemplify a resource supported by an engaged user group with an extensive network of participants, businesses, and organizations capable of leading fundraising efforts for targeted enhancements. Specialized elements outlined in the plan may serve as suitable opportunities for sponsorship by business groups or private individuals. Although funding acquired through donations may be modest, it remains valuable for implementing various improvements, including public art installations, signage, native demonstration gardens, and upgraded furnishings along the trail system.

Phasing
Given the constraints commonly found in municipal improvement budgets, it is often essential for the success of a master plan to establish phasing scenarios that facilitate incremental implementation of improvements. For instance, the following phasing scenarios outline three categories reflecting varying levels of development intensity, which may be adapted according to the funding available each fiscal year. Additionally, the prioritization of individual elements serves as a valuable decision-making tool when selecting projects for funding.

Monitoring the Plan
The goal of any Master Plan is to provide a guide for development usually constructed over time or as development opportunities occur. More importantly, to implement any plan requires the dedication of resources to complete the tasks and achieve the goals. The City of Pueblo staff in collaboration with members of the Pueblo Conservancy District (PCD) will need to be the guardians of this master plan where monitoring will require:

- Conduct regular meetings—scheduled every three months during the initial years of the plan—to review the progress of current and upcoming improvement projects, explore potential funding opportunities, and address maintenance concerns.

- Documenting the completion of projects and reporting this progress to the public and grant providers.

- Develop a structured marketing strategy accompanied by a dedicated website to monitor progress and communicate successes associated with master planning initiatives.

- Assess issues and challenges that may impact the achievement of plan objectives. Compile a "lessons learned" document to record obstacles encountered and monitor implemented solutions.

- Assessing maintenance challenges—particularly within the river corridor—developing strategic plans to address these concerns, and allocating funding for maintenance activities at a minimum of 15% to 20% of the total planning budget. Maintenance considerations include vegetation management, trail repairs, erosion control, and litter removal, as well as comprehensive improvements such as upgrading wayfinding signage throughout the river corridor.

- Safety is an essential consideration integrated throughout the master plan concepts. Ensuring secure and accessible entry to the corridor is central to many proposed improvements. The implementation of a system for clearly marking Emergency Access Points represents a key element of the plan, endorsed by community leaders. As activity within the corridor expands, the addition of personnel—such as park rangers or volunteers—is imperative to maintain effective oversight and support.

- Advancing the Master Plan's goals, adjusting objectives as needed, and staying committed to completion.

Summary
The Implementation Plan summarizes the key goals established through the public process and refined into specific actions and objectives during the programming phase. This organizes the goals and actions under the program categories and identifies a priority, a desirable timeframe for completion, an estimated cost range, the likely leader and their partners as responsible parties. Because this river corridor involves multiple ownerships and subject to numerous regulations and agreements, the success of the Master Plan will rely on strong leadership, coordination and cooperation between the public, private and non-profit sectors.

05 Project Priorities

A list of potential improvements for the master plan are summarized below. The list identifies program elements as defined by the master plan concepts that address the parks and recreation requirements for the project area defined above. The Capital Improvements Plan (CIP) will list potential projects and prioritize improvements to be implemented over short-, medium-, and long-term timelines.

Pueblo City Park and Arkansas River Corridor Master Plan 1/5/2025

Priority Project Matrix

Project No.	Description	Priority	Timeframe	Cost	Funding Partners							
					City	County	PCD	CDOT	GOCO	LWCF	CPW	Other*
CITY PARK - CAPITAL IMPROVEMENT PROJECTS												
CP1	Access Trail to Waterworks Park with Walls	I	1-2 Years	$$$	✔				✔	✔		✔
CP2	Roadway Improvement for re-routing Parks Roads	I	1-2 Years	$$	✔				✔	✔		✔
CP3	Universal Playground with Shade	I	1-2 Years	$$$	✔				✔	✔		✔
CP4	Improved Natural Area near Lake	I	1 Year	$$	✔				✔	✔		✔
CP5	Wayfinding and Interpretive Signage (in progress)	I	1 Year	$	✔				✔	✔		✔
CP6	Pedestrian Low-Level Solar Lighting (in progress - has funding)	I	1 Year	$$	✔				✔	✔		✔
CP7	Improved parking (141 spaces)	II	1-2 Years	$$$	✔				✔	✔		✔
CP8	Access Road to Reservoir Road with Walls, Culvert (Option 1)	II	2-3 Years	$$$$	✔				✔	✔		✔
CP9	Pedestrian Festival Street with Lights	II	1-2 Years	$$	✔				✔	✔		✔
CP10	Stepped Park Green and Walkway Overlook	II	3-5 Years	$$$$$	✔				✔	✔		✔
CP11	Shade Structures along the Open Green	II	1 Year	$$	✔				✔	✔		✔
CP12	Access Drive to Dropoff and Food Truck Area (34 spaces)	II	1-2 Years	$$	✔				✔	✔		✔
CP13	Improved - Reorganized Maintenance Area	II	2-3 Years	$$$$	✔							✔
CP14	Updates for reuse of WPA Structures	II	1-2 Years	$$$	✔				✔	✔		✔
CP15	Group Picnic Areas with Shelters (2 areas)	II	1 Year	$$	✔				✔	✔		✔
CP16	Lake Edge Improvements - Steps and Path	II	1-2 Years	$$$	✔				✔	✔		✔
CP17	Updates to Skate Park	II	1 Year	$$	✔				✔	✔		✔
CP18	Monumentation Signage	II	1 Year	$$	✔				✔	✔		✔
CP19	Covered Stage (Flexible/Portable)	III	1-2 Years	$$	✔				✔	✔		✔
CP20	Arboretum-Botanic Garden	III	2-3 Years	$$$$	✔				✔	✔		✔
CP21	Food truck Dining Area with Shade	III	1-2 Years	$$	✔				✔	✔		✔
CP22	Breakout Patio Space for Park Office Meeting Room	III	1-2 Years	$$	✔				✔	✔		✔
CP23	Outdoor Classroom below Park Office	III	1-2 Years	$	✔				✔	✔		✔
CP24	Updates to Disc Golf Course	III	1 Year	$	✔				✔	✔		✔
CP25	Additional Parking near Disc Golf (42 spaces)	III	1-2 Years	$$	✔				✔	✔		✔

WATERWORKS PARK - CAPITAL IMPROVEMENT PROJECTS					City	County	PCD	CDOT	GOCO	LWCF	CPW	Other*
WP1	Concrete Trail Gap Improvements	I	1-2 Years	$$	✔		✔		✔	✔		✔
WP2	Picnic Shelters - South Side (8 shelters)	I	1 Year	$$	✔				✔	✔		✔
WP3	Wayfinding and Interpretive Signage (in progress)	I	1 Year	$	✔		✔		✔	✔		✔
WP4	Access Drive and Parking - North Side (70 spaces)	I	2-3 Years	$$$$$	✔	✔			✔	✔	✔	✔
WP5	Restrooms/Concessions Building - North Side	I	2-3 Years	$$$	✔	✔	✔		✔	✔	✔	✔
WP6	Picnic Shelters - North Side (8 shelters)	I	1 Year	$$	✔				✔	✔		✔
WP7	Landscape Screen North Entry Road	I	1 Year	$	✔				✔	✔		✔
WP8	Pedestrian Low-Level Solar Lighting (in progress - has funding)	I	1 Year	$$	✔				✔	✔		✔
WP9	Access Drive and Dropoff - South Side (Option 2)	II	1-2 Years	$$$	✔		✔		✔	✔	✔	✔
WP10	Parking - South Side (44 spaces)	II	1-2 Years	$$	✔				✔	✔	✔	✔
WP11	Boat Input/Takeout Area - South Side	II	1-2 Years	$$	✔		✔		✔	✔	✔	✔
WP12	Group Picnic Shelters - North Side (3 areas)	II	1-2 Years	$$	✔				✔	✔		✔
WP13	Event/Overflow Parking Area (80 spaces - gravel)	II	1 Year	$	✔	✔			✔	✔		✔
WP14	Fishing Access	II	1 Year	$	✔		✔		✔	✔	✔	✔
WP15	Enhance Landscape at Improvements - Waterworks Park	III	1-2 Years	$$	✔		✔		✔	✔		✔
NATURE CENTER - CAPITAL IMPROVEMENT PROJECTS					**City**	**County**	**PCD**	**CDOT**	**GOCO**	**LWCF**	**CPW**	**Other***
NC1	Drainage and Erosion Control Improvements	I	2-3 Years	$$$$	✔				✔	✔		✔
NC2	Improved Boat Ramp Input/Launch Area	I	1-2 Years	$$	✔		✔		✔	✔	✔	✔
NC3	Pedestrian - Culvert Crossing	I	1 Year	$	✔				✔	✔		✔
NC4	Improved and Expanded Concrete Trails	I	1-2 Years	$$	✔		✔		✔	✔		✔
NC5	"Nature Play" Playground at River Level	I	1-2 Years	$$	✔				✔	✔		✔
NC6	Fishing Access	I	1 Year	$	✔		✔		✔	✔	✔	✔
NC7	Wayfinding and Interpretive Signage	I	1 Year	$	✔		✔		✔	✔	✔	✔
NC9	Improved Access Road, Dropoff, and Parking (60 spaces)	II	2-3 Years	$$$$$	✔				✔	✔		✔
NC8	Improved Trail from lower area to Nature Center Complex	II	1-2 Years	$$	✔				✔	✔		✔
NC10	Restroom/Concessions Building at River Level	II	1-2 Years	$$$	✔				✔	✔		✔
NC11	Relocated Nature Center near Raptor Center	II	3-5 Years	$$$$$	✔				✔	✔		✔
NC12	Nature & Raptor Center Complex Parking (50 spaces)	II	1-2 Years	$$	✔				✔	✔		✔
NC13	Improved River Overlook Deck	II	1 Year	$	✔				✔	✔	✔	✔
NC14	Pedestrian Low-Level Solar Lighting	II	1 Year	$	✔				✔	✔		✔
NC15	Pedestrian Bridge - Trail Access across River	III	1-2 Years	$$$	✔		✔		✔	✔	✔	✔
NC16	Trail to Observatory	III	1 Year	$	✔				✔	✔		✔
NC17	Event/Overflow Parking Area (60 gravel spaces)	III	1 Year	$	✔				✔	✔		✔
NC18	Group Picnic Shelters (3 areas)	III	1-2 Years	$$	✔				✔	✔		✔
NC19	Outdoor Classroom Area	III	1 Year	$	✔				✔	✔		✔
NC20	Enhance Landscape	III	1-2 Years	$$	✔				✔	✔		✔

WHITEWATER PARK - CAPITAL IMPROVEMENT PROJECTS					City	County	PCD	CDOT	GOCO	LWCF	CPW	Other*
WH1	40 ft Adjustable Wave Shaper	I	1-2 Years	$$$	✔		✔		✔	✔		✔
WH2	Maintenance of Drops- (dredging Drops 3, 4, and 6)	I	1-2 Years	$$$$	✔		✔		✔	✔		✔
WH3	Improved landscape - South Side	I	1-2 Years	$$	✔				✔	✔		✔
WH4	Wayfinding and Interpretive Signage (in Progress)	I	1 Year	$	✔		✔		✔	✔		✔
WH5	Pedestrian Bridge from Levee to Union Station (County Design)	I	3-5 Years	$$$	✔		✔		✔	✔		✔
WH6	Shaded Event Seating Area on Levee Face (in Design Phase)	II	2-3 Years	$$$$	✔		✔		✔	✔		✔
WH7	Additional Shade on Levee	II	1-2 Years	$$	✔				✔	✔		✔
WH8	Extended Dropoff and Parking	II	1-2 Years	$$	✔				✔	✔	✔	✔
WH9	Restroom/Concessions Building at River Level	II	2-3 Years	$$$	✔		✔		✔	✔		✔
WH10	Expanded Event Plaza and Seating - South Side	II	2-3 Years	$$$	✔	✔			✔	✔		✔
WH11	Food Truck Area	II	1 Year	$	✔				✔	✔		✔
WH12	Improved Water Access and Input Area	II	1 Year	$	✔				✔	✔		✔
WH13	Additional Overflow Parking (40 spaces)	II	1 Year	$	✔				✔	✔		✔
WH14	Fishing Access Improvements	II	1 Year	$	✔		✔		✔	✔	✔	✔
WH15	Low Planters on Levee (FEMA Approval - hand water only)	III	1-2 Years	$$	✔				✔	✔		✔
WH16	Improved River Overlook Deck	III	1 Year	$	✔				✔	✔	✔	✔
RUNYON LAKE - CAPITAL IMPROVEMENT PROJECTS					City	County	PCD	CDOT	GOCO	LWCF	CPW	Other*
RL1	Improved Access Road, Dropoff, and Parking	I	2-3 Years	$$$	✔		✔		✔	✔	✔	✔
RL2	Restroom/Storage Building	I	2-3 Years	$$$	✔		✔		✔	✔	✔	✔
RL3	Fishing Access Improvements (4 locations)	I	1 Year	$	✔		✔		✔	✔	✔	✔
RL4	Controlled Access - Automatic Gates (2 gates)	I	1 Year	$	✔		✔		✔	✔		✔
RL5	Water Safety Signage	I	1 Year	$	✔		✔		✔	✔	✔	✔
RL6	Expanded Trail Connections	II	1-2 Years	$$	✔		✔		✔	✔		✔
RL7	Accessible Fishing Docks (2 locations)	II	1 Year	$	✔		✔		✔	✔	✔	✔
RL8	Ropes Course/Zip Line/Climbing Wall	II	1-2 Years	$$	✔		✔		✔	✔		✔
RL9	Wildlife Viewing Blinds	II	1 Year	$	✔		✔		✔	✔	✔	✔
RL10	Interpretive Trail	II	1 Year	$	✔		✔		✔	✔		✔
RL11	Emergency Takeout above Moffat Dam - North Side	II	1 Year	$	✔		✔		✔	✔		✔
RL12	Wayfinding and Interpretive Signage (in progress)	II	1 Year	$	✔		✔		✔	✔	✔	✔
RL13	Pedestrian Low-Level Solar Lighting	II	1 Year	$	✔		✔		✔	✔		✔
RL14	Emergency Access Drive near Moffat Dam - North Side	III	1-2 Years	$$	✔		✔		✔	✔		✔
RL15	Group Picnic Shelters (6 areas)	III	1-2 Years	$$	✔		✔		✔	✔		✔
RL16	Playground - Nature Play	III	1-2 Years	$$	✔		✔		✔	✔		✔
RL17	Improved landscape	III	1-2 Years	$$	✔		✔		✔	✔		✔
RL18	Improved Lake Edge Habitat	III	1-2 Years	$$	✔		✔		✔	✔		✔

MOFFAT STREET - CAPITAL IMPROVEMENT PROJECTS					City	County	PCD	CDOT	GOCO	LWCF	CPW	Other*
MS1	Moffat Street Parking and Trailhead (Bid in Progress)	I	1 Year	$$$$			✔		✔	✔		✔
MS2	Moffat Dam Boat Pass-Through	I	2-3 Years	$$$$	✔		✔		✔	✔	✔	✔
MS3	Cantilevered Trail Repair (west of Moffat Dam)	II	2-3 Years	$$$$$	✔		✔		✔	✔		✔
MS4	Emergency Takeout above Moffat Dam - South Side	II	1 Year	$	✔		✔		✔	✔	✔	✔
MS5	Boat Ramp Takeout below Moffat Dam - South Side	II	2-3 Years	$$	✔		✔		✔	✔		✔
MS6	Life Vest Station - Return Storage	II	1 Year	$	✔		✔		✔	✔		✔
MS7	Enhanced Landscape	III	1-2 Years	$$	✔		✔		✔	✔	✔	✔
RIVER CORRIDOR - CAPITAL IMPROVEMENT PROJECTS (System-wide)					**City**	**County**	**PCD**	**CDOT**	**GOCO**	**LWCF**	**CPW**	**Other***
RC1	Enhanced Landscape Overstory - Tree Planting Program	I	2-3 Years	$$	✔	✔	✔		✔	✔		✔
RC2	Improved River Edge Habitat for Fish	I	1-2 Years	$$			✔				✔	✔
RC3	Wildlife habitat (nesting areas, bird houses)**	I	1 Year	$			✔		✔	✔	✔	✔
RC4	Fishing Access/Accessible Fishing Areas	I	1-2 Years	$$			✔				✔	✔
RC5	Neighborhood trail access via Spring St**	II	1-2 Years	$	✔		✔					
RC6	Art panels to commemorate levee murals**	II	1-2 Years	$$	✔		✔		✔		✔	
RC7	Improve parking/access from Corona St**	III	1-2 Years	$$	✔		✔					
RC8	Improve access from Boulder Ave (near Dutch Clark Stadium)**	III	1-2 Years	$$	✔		✔					
RC9	Neighborhood trail access via Penn Ave**	III	1-2 Years	$	✔		✔					
RC10	Fitness course on levee**	III	1 Year	$	✔		✔		✔	✔	✔	✔

Priority Key :

I	Critical
II	Vital
III	Desirable

Estimated Cost Key :

$	Less than $100,000
$$	$100,000 to $500,000
$$$	$500,000 to $1,000,000
$$$$	$1,000,000 to $2,000,000
$$$$$	$2,000,000 plus

Abrieviation Key:

PCD	Pueblo Conservancy District
CDOT	Colorado Department of Transportation
GOCO	Great Outdoors Colorado
LWCF	Land and Water Conservation Fund
CPW	Colorado Parks and Wildlife
FEMA	Federal Emergency Management Agency
CWCB	Colorado Water Conservation Board
PURA	Pueblo Urban Renewal Authority
NRCS	Natural Resource Conservation Service
SCTB	Southern Colorado Trail Builders

* Other Project Partners - CSU, State Historic Society, Private Donors

** Other Potential Projects from 2018 Arkansas River Levee Master Plan

Docusign Envelope ID: 65A167B7-128B-4BF4-9E8A-810A7B56311E

City Clerk's Office Item # M3

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: February 23, 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: A RESOLUTION APPROVING COMPENSATION WITH RESPECT TO A LEGAL SERVICES AGREEMENT WITH FAIRFIELD & WOODS, P.C.

SUMMARY:

This Resolution approves compensation set forth in the Legal Services Agreement with Fairfield & Woods PC a copy of which is attached hereto.

PREVIOUS COUNCIL ACTION:

Not applicable.

BACKGROUND:

Pursuant to Section 6-7 of the City Charter, special counsel is retained solely by the City Attorney but compensation is approved by City Council. The law firm of Fairfield & Woods PC is being retained to represent the City of Pueblo in the Public Service Company of Colorado Natural Gas Rate Case, Proceeding No. 25AL-0538G.

FINANCIAL IMPLICATIONS:

This firm's standard hourly billing rates for the attorneys expected to work on the engagement is $635.00 but is discounted for the City to $585.00/hour.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

Docusign Envelope ID: 65A167B7-128B-4BF4-9E8A-810A7B56311E

ALTERNATIVES:

Not approve the Resolution.

RECOMMENDATION:

Approve the Resolution.

ATTACHMENTS:

1. Engagement Letter - City of Pueblo and Fairfield and Woods

Docusign Envelope ID: 65A167B7-128B-4BF4-9E8A-810A7B56311E

RESOLUTION NO. 16259

A RESOLUTION APPROVING COMPENSATION WITH RESPECT TO A LEGAL SERVICES AGREEMENT WITH FAIRFIELD & WOODS, P.C.

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Compensation set forth in the Legal Services Agreement with Fairfield & Woods PC, a copy of which is attached hereto, is hereby approved.

SECTION 2.

The officers 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 immediately upon final passage.

INTRODUCED: February 23, 2026

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

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

Fairfield & Woods P.C.

Mark A. Davidson
(303) 894-4425
mdavidson@fwlaw.com

January 14, 2026

Via DocuSign: csikes@pueblo.us

City of Pueblo
c/o City of Pueblo Department of Law
Attn: Carla L. Sikes, City Attorney
One City Hall Place, Third Floor
Pueblo, CO 81003

Re: ***Natural Gas Rate Case - Proceeding No. 25AL-0538G***
Engagement of Fairfield and Woods, P.C.

Dear Ms. Sikes:

Thank you for selecting Fairfield and Woods, P.C., as attorneys for the City of Pueblo, Colorado (the "City"). This letter and the attached Policies and Procedures Addendum are intended to set forth our agreement for providing legal services to the City.

You are retaining Fairfield and Woods, P.C. ("FW"), as your attorneys to represent the City of Pueblo in the Public Service Company of Colorado Natural Gas Rate Case, Proceeding No. 25AL-0538G. You have not retained us at this time to take any other action on your behalf.

It is anticipated that I will be primarily responsible for your account. My current billing rate is $635.00 per hour, but my rate is discounted for the City. Therefore, my billing rate will be $585.00 per hour.

From time to time, other attorneys or paralegals may assist with this matter as needed. Their billing rates may be different from the rates for those principally responsible for this matter. We reserve the right to adjust our hourly rates from time to time and will inform you of any changes in the rates set forth herein.

We will not be requesting a retainer at this time, and we will commence work on this matter upon receipt of this signed engagement letter. You will be invoiced monthly for the firm's fees and out-of-pocket costs. However, if our bills are not paid timely, the Firm reserves the right to require further retainer as a condition of continued representation.

In performing this work, our firm will be representing the City as an entity, rather than you or any other individual at the City. This means our duty is to the City and we must place its welfare and interests ahead of the interests of any individual within the City. In many cases, what is best for the City will also be best for each individual at the City. If a conflict of interest arises, it may be necessary for you, or each individual, to obtain separate legal counsel. We are accepting this

representation with the understanding that no such conflict issues exist. If you become aware of any actual or potential conflict of interest, you must promptly advise us.

We want you to be confident and enthusiastic about our services and our representation of you. Please do not hesitate to contact us to let us know how we can better serve you or if you have any questions about the progress of the matter, our representation, our bills, other services we might provide, or any other matter.

If the terms set forth herein and in the attached Policies and Procedures Addendum are acceptable, please sign below and return to me via DocuSign.

We look forward to working with you.

Sincerely,

s/ Mark A. Davidson

Mark A. Davidson
FAIRFIELD AND WOODS, P.C.

MAD:sym

Enclosure

I have read and hereby agree to the terms of the foregoing engagement letter and attached Policies and Procedures Addendum.

CITY OF PUEBLO

By: _____
Carla L. Sikes

Title: City Attorney

Date: _____

Policies and Procedures Addendum

Required Fee Disclosure: As required to be set forth by Colorado House Bill 2025-1090, we advise you that the total price for legal services to be provided under this engagement letter cannot be precisely determined at this time due to the variable nature of legal work. Time spent by our lawyers, paralegals, and other staff and reimbursement of expenses incurred in your representation will be the basis for the total price. The hourly rates for our lawyers, paralegals, and (where applicable) other staff are set forth elsewhere in this engagement letter and/or outlined in our invoices. The time spent and expenses incurred will be set forth on invoices that will be sent to you on a monthly basis. The total price of our legal services and the amount of our expenses incurred on your behalf will vary and may increase or decrease on a month-to-month basis depending on the needs and progress of your matter.

Expenses and Disbursements: Our firm bills for out-of-pocket expenses separate from fees for legal services. You are responsible for out-of-pocket disbursements, such as filing fees, hand deliveries outside downtown Denver, overnight courier service, and travel expenses. We do not charge for routine copying. However, we may charge for large copy projects performed in-house at a rate of $0.20 per page. If time allows, and especially if the copying project is large, we may outsource the copying project in order to reduce the cost. We do not normally advance out-of-pocket costs of more than $1,500.00, and if we receive a bill for such services, we may ask that you pay it directly to the vendor.

Billing and Payment: We will invoice you monthly for our legal fees and for expenses and disbursements. Our invoices will itemize all time and expenses. All invoices are due upon receipt. Unless otherwise specified in our Engagement Letter, your obligation to pay our invoices when due is not contingent on the result achieved, and we cannot and do not guarantee any particular result. We are confident that our clients will make every effort to pay us promptly and know you will do likewise. Occasionally, however, a client has difficulty in making timely payment. To avoid burdening clients who pay promptly with higher fees as a result of other clients who fail to pay promptly, a late payment charge of one percent (1%) per month will be assessed on the last day of each month against all unpaid fees and costs which were billed before the beginning of that month. In the event we must commence legal action to collect any sums owed, you agree to pay all fees and expenses, including reasonable attorney fees, which we incur. Should you ever have questions about our bills, just let us know; we will gladly answer them.

File Retention and Destruction: Client agrees that any materials in the client's file may be destroyed, at the firm's discretion, following 24 months after the matter for which we have provided representation is concluded or the firm's representation ends, as long as there are no pending or threatened legal proceedings known to us that relate to the matter. At any time prior to the passage of said period you may request in writing the return of any or all materials in the file, see also Client Documents and Data below. The firm is not required to provide notice prior to destruction of the file but may do so as a courtesy.

Client Documents and Data:

(a) Cloud Storage. We will use third-party cloud services for your data and the data of other parties during and after our representation of you. Cloud services do not guaranty immunity from invasion or misuse, but the cloud services we use have state-of-the-art data protections and provide appropriate security protections for the confidentiality of data without significant risk of inappropriate access.

We require that those cloud services employ the latest standards of data encryption, password protection, access verification, firewalls, antivirus software, intrusion detection, and system monitoring, as well as assurance of adherence to applicable data privacy and security laws. Your acceptance of this Agreement confirms your consent to our using such cloud services for your data.

(b) Artificial Intelligence. FW may use third-party artificial intelligence [AI] services. That will include information in FW's files and databases which may include your data and may involve transmission to third party providers of AI services so that appropriate searches, research or output can be generated. Such data may also be used to improve the service, but it will not be used to train an AI model, appear in an output result that will be available to third parties or be retained by a third-party AI provider.

FW reviews the AI providers we engage to ensure that they have technical and administrative controls in place to maintain the confidentiality and security of information. We require that they stay abreast of security and other developments to continue such protection. However, AI is evolving rapidly. It is not possible to anticipate how potential intruders and hackers will use technological or other advancements to infiltrate or compromise data systems, including those containing or using AI. Therefore, we cannot assure that our use of AI will be immune from unauthorized access or misuse. Your acceptance to this Agreement will confirm your consent to our using such AI for and in connection with our representation of you. If you do not consent, please strike this subparagraph and initial that change in the margin.

(c) Data Privacy. As mentioned, the Ethical Rules mandate various practices applicable to client confidentiality. Those rules also inform many of FW's broader data privacy practices. In addition, FW undertakes reasonable measures to handle client information in compliance with data privacy laws. Such measures include technical, organizational, and other controls. FW's practices are constantly evolving in response to the data privacy landscape at large, often including proactive steps taken to handle your data in a lawful and prudent manner.

FW's legal basis of processing client data includes performance of a contract (such as the one created by this Engagement Letter), satisfaction of legal obligations (such as those provided by the Ethical Rules or in response to court order), and in furtherance of the firm's legitimate

business interests (such as protecting client interests, ensuring professional standards, and other initiatives – all of which remain subject to the terms of this Engagement Letter). Moreover, the client's execution of this Engagement Letter demonstrates consent for data processing of many FW activities. Please reach out if you have additional questions about FW's legal basis of processing.

Like most modern businesses, FW makes use of third-party data processors and vendors to achieve specific business functions. These relationships may be governed by various data privacy laws. FW will make reasonable efforts to ensure compliance where applicable. Please note that many of these third parties have their own policies applicable to data privacy.

(d) Data Breaches. Finally, if there is a data breach involving your client information, FW will make reasonable efforts, in accordance with applicable law and Ethical Rules, to investigate the breach and endeavor to react appropriately. Such efforts may include attempting to avoid or mitigate any harm to our clients and following the procedures that FW is bound to under data privacy laws.

(e) Requests for Copies. If you request a copy of a portion or all of our files for this engagement, whether before or after the end of our representation, and if a substantial amount of material is being provided, we may bill for the reasonable costs of copying, assemblage and delivery of such materials; and, if billed, you will be responsible for that.

Termination: You have the right to terminate our representation at any time. We have the right to terminate our representation when termination is required or allowed under the Colorado Rules of Professional Responsibility, including if you fail to pay our fees or expenses. Upon termination of our representation, you shall be immediately responsible for all fees and expenses through the effective date of termination.

Corporate Transparency Act: The federal Corporate Transparency Act, which is a part of the Anti-Money Laundering Act of 2020, requires that certain entities (both existing and newly formed) report to the Financial Crimes Enforcement Network ["*FinCEN*"] of the US Department of the Treasury the identity and other information about their beneficial owners and the persons who create them, and update and correct their reports to assure they are current, complete and accurate. That is the responsibility of the Client, not FW; and, regardless of whether FW advises or prepares documents as to your structure or ownership, FW will not be accepting or have any responsibility for such reporting or for storing or collecting information for it.

If a FW attorney or paralegal is listed as a company applicant in your beneficial ownership report to FinCEN, their status as such will not alter your responsibility or that of the reporting company to submit the necessary information, including updates, to FinCEN. The responsibility of a FW person who acts as a company applicant will be limited to reporting and updating their own personal information with FinCEN.

Governing Law and Venue: Our representation of you shall be governed by and construed and enforced in accordance with the laws of the United States and the State of Colorado. Exclusive venue for any dispute in connection with our representation of you shall be in the state or federal courts in Denver, Colorado, and you and we both consent to the jurisdiction of those courts.

Attorney-Client Privilege: All written and verbal communications between you and the firm in connection with this engagement are confidential and protected by the attorney-client privilege. In order to maintain this privilege, it is important that you do not discuss or disclose the communications or advice given by the firm with any third parties. The disclosure of communications or advice given by the firm in connection with this engagement to parties outside the attorney-client relationship may waive this privilege. If you have questions about what information may be shared in connection with this engagement, please contact us.

More Information About the Firm: Our website www.fwlaw.com, provides additional information about our services, including numerous articles we have written on various legal subjects, as well as contact information. We would be happy to discuss any other legal needs you may have.

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 23, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Chris Noeller, Chief of Police

SUBJECT: AN ORDINANCE AMENDING SECTION 11-7-1 AND SECTION 11-7-5 OF THE PUEBLO MUNICIPAL CODE TO AUTHORIZE THE PUBLICATION NOTICE ON THE PUBLIC WEBSITE OF THE CITY OF PUEBLO

SUMMARY:

This proposed Ordinance will amend Section 11-7-1 and Section 11-7-5 of the Pueblo Municipal Code to remove the requirement that prior to sale of seized or abandoned property, notice of such sale of property shall be published in the “official newspaper” and authorize such notice to be published on the City of Pueblo’s website.

PREVIOUS COUNCIL ACTION:

In 2024, City Council approved the submission of a Charter amendment to remove the requirement that notice be posted in a newspaper.

BACKGROUND:

The Pueblo Police Department maintains control of found property for a period of 90 days. If no owner makes a report which the found property can be matched, the property is deemed forfeit/unclaimed and can be disposed of through auction, simple destruction/trash or CONVERSION for department use.This is consistent with other departments throughout the state.

Currently, the Pueblo Municipal Code requires the posting, in a local newspaper of general circulation, of property requesting to be converted no less than two times. The only local publication available in the City of Pueblo is the Pueblo Chieftain. A simple posting in the Pueblo Chieftain was tested, recently, and was found to cost $133.00.

Recently, a found generator that was not claimed was requested to be converted for the Pueblo PD Drone Unit. A search of the item on the internet found a cost of approximately $100.00. This made the cost to convert the item to department use

ineffective.

FINANCIAL IMPLICATIONS:

It is very infrequent that the Pueblo Police Department comes across items that are not claimed and can provide a use to the department. In this case, following the letter of the Ordinance would not benefit the department.

If the department was able to post the item on their own website, it would provide a cost-favorable option for the City in which an actual savings could be realized. In this case, it would save no less than the $100.00 that a new generator would cost.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

None.

RECOMMENDATION:

Approve the amendment.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE AMENDING SECTION 11-7-1 AND SECTION 11-7-5 OF THE PUEBLO MUNICIPAL CODE TO AUTHORIZE THE PUBLICATION NOTICE ON THE PUBLIC WEBSITE OF THE CITY OF PUEBLO

NOW THEREFORE,

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

SECTION 1.

Section 11-7-1 of the Pueblo Municipal Code is hereby amended to read as follows: **[**brackets**]** indicate matter being deleted; **underscoring** indicates new matter being added.

Sec. 11-7-1. Custodian; appointment; duties; sale of perishables.

(a) Appointment. The Chief of Police shall appoint, according to law, an employee of the Police Department to act as custodian of all property seized or taken by the police.

(b) Title. The person so appointed shall be designated and known as the custodian of unclaimed property.

(c) Records. It shall be the duty of such custodian to keep a record of all property which may be seized or otherwise taken possession of by the Police Department.

(d) Sale. If such property so seized or taken possession of shall not be claimed by the rightful owner thereof and possession surrendered to such owner, such property, excluding guns, shall be disposed of as provided by this Chapter; provided that if any property so seized or taken possession of by the Police Department shall be of a perishable nature or so bulky or of such a nature as to make it dangerous or inadvisable to retain possession thereof for the length of time herein specified, the custodian, upon certifying such fact to the Mayor, setting forth his or her reasons why such property should not be retained for the period fixed herein before selling the same, may, with the approval of the Mayor, cause such property to be forthwith advertised **on the public website of the City of Pueblo** **[**once in the official newspaper**]**, and sell such property at public auction at any time after three (3) days shall have elapsed from the seizure or taking possession thereof. Nothing in this Section shall be held to require the custodian to take possession of, or make a disposition of, any lost or stolen property, the disposition or possession of which is otherwise provided for in this Code or by Ordinance.

SECTION 2.

Section 11-7-5 of the Pueblo Municipal Code is hereby amended to read as follows: **[**brackets**]** indicate matter being deleted; **underscoring** indicates new matter being added.

Sec. 11-7-5. Final public notice.

(a) As soon as practicable after such report shall be received by the Mayor from the Chief of Police, the City Clerk shall prepare a notice, which notice shall be published **on the public website of the City of Pueblo for no less than five (5) days, [**in an official paper published in the City on two (2) different occasions,**]** which notice shall be directed to the public and shall contain a statement of the following matters:

(1) A general description of the property which is in the hands of the custodian of unclaimed property and which has remained unclaimed for a period of ninety (90) days prior to the filing of the report identified in Section 11-7-4 above;

(2) A statement that a detailed list of such property is available for inspection at the office of the custodian of unclaimed property, including the address and the hours during which such list may be inspected; and

(3) A statement that such property will be deemed abandoned and become the property of the City and disposed of by the City unless the owner reclaims the property within ten (10) days after the last publication of the notice.

(b) If no person establishes a right to such property by the expiration of the time period set forth in the notice, the property shall escheat to the City of Pueblo, become the sole property of the City and any claim of the owner to such property shall be deemed forever extinguished and forfeited.

SECTION 3.

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

SECTION 4.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 23, 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 QUIT CLAIM DEED BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE STATE OF COLORADO, DEPARTMENT OF TRANSPORTATION, TRANSFERRING CITY-OWNED PROPERTY AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance approves the transfer via Quit Claim Deed for land described as a portion of Lots 17 through 28, Block 17, Eastwood Re-Sub and a portion of vacated Beaumont Avenue adjacent thereto, County of Pueblo, State of Colorado.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The subject property is located within the Eastwood Re-Sub subdivision. The property contains an area of approximately 8,300 square feet.

This property was once owned by CDOT and used for right-of-way and access to US Highway 50 Bypass. The highway has since been reconstructed and this access closed. CDOT determined that this property was surplus and deeded it to the City via Quit Claim Deed dated November 28, 2012, and recorded December 12, 2012, at Reception #1927988.

CDOT conveyed the property to the City with a deed restriction reverting ownership back to CDOT if the land is not used for public transportation purposes. Because of this restriction, the land has no marketable value to the City, and the City may not sell or otherwise transfer the property with quiet title except to CDOT.

The property owner at 2609 E. 8th Street has requested that the city owned property adjacent to, be deemed as surplus property for possible purchase via competitive bid.

This Quit Claim Deed will revert the property to CDOT who will in turn work with the said property owner for future transfer of ownership.

FINANCIAL IMPLICATIONS:

If approved, there are no direct financial implications to the City associated with transfer of the property.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the City will retain ownership of this property; however, CDOT may choose to initiate action to recover the property.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Quit Claim Deed to CDOT with Exhibits A & B

ORDINANCE NO.

AN ORDINANCE APPROVING A QUIT CLAIM DEED BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE STATE OF COLORADO, DEPARTMENT OF TRANSPORTATION, TRANSFERRING CITY-OWNED PROPERTY AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

The City Council hereby finds and concludes that the unimproved land described in Exhibits “A” and “B” of the Quit Claim Deed may be transferred without detriment to the City. The Quit Claim Deed, dated February 23, 2026 between the City and the Department of Transportation, State of Colorado ("CDOT"), a copy of which is attached hereto and incorporated herein by this reference, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute and deliver the Quit Claim Deed in the name of the City of Pueblo and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 3.

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

SECTION 4.

This Ordinance shall become effective immediately upon final passage.

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

QUIT CLAIM DEED

THIS DEED, Made this _____ day of _____, 2026, between the City of Pueblo, a Municipal Corporation grantor, and Department of Transportation, State of Colorado, grantee,

WITNESSETH, That the grantor for and in consideration of the sum of One Dollar and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, has remised, sold, conveyed and QUIT CLAIMED, and by these presents does remise, release, sell, convey and QUIT CLAIM unto the grantee, its successors and assigns, forever, all the right, title, interest, claim and demand which the grantor has in and to the real property, together with improvements, if any, situate, lying and being in the County of Pueblo and State of Colorado, described as follows:

See Attached “Exhibits “A” and “B”

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the grantor, either in law or equity, to the only proper use, benefit and behoof of the grantee, its successors and assigns forever.

IN WITNESS WHEREOF, The grantor has executed this deed on the date set forth above.

City of Pueblo, a Municipal Corporation

By:_____
Mayor of City of Pueblo, a Municipal Corporation

Attest:_____
Marisa Stoller, City Clerk

STATE OF COLORADO)
) ss
COUNTY OF PUEBLO)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by Heather Graham as Mayor of City of Pueblo, a Municipal Corporation and Marisa Stoller as City Clerk of the City of Pueblo, a Municipal Corporation.

Witness my hand and official seal.

My commission expires _____.

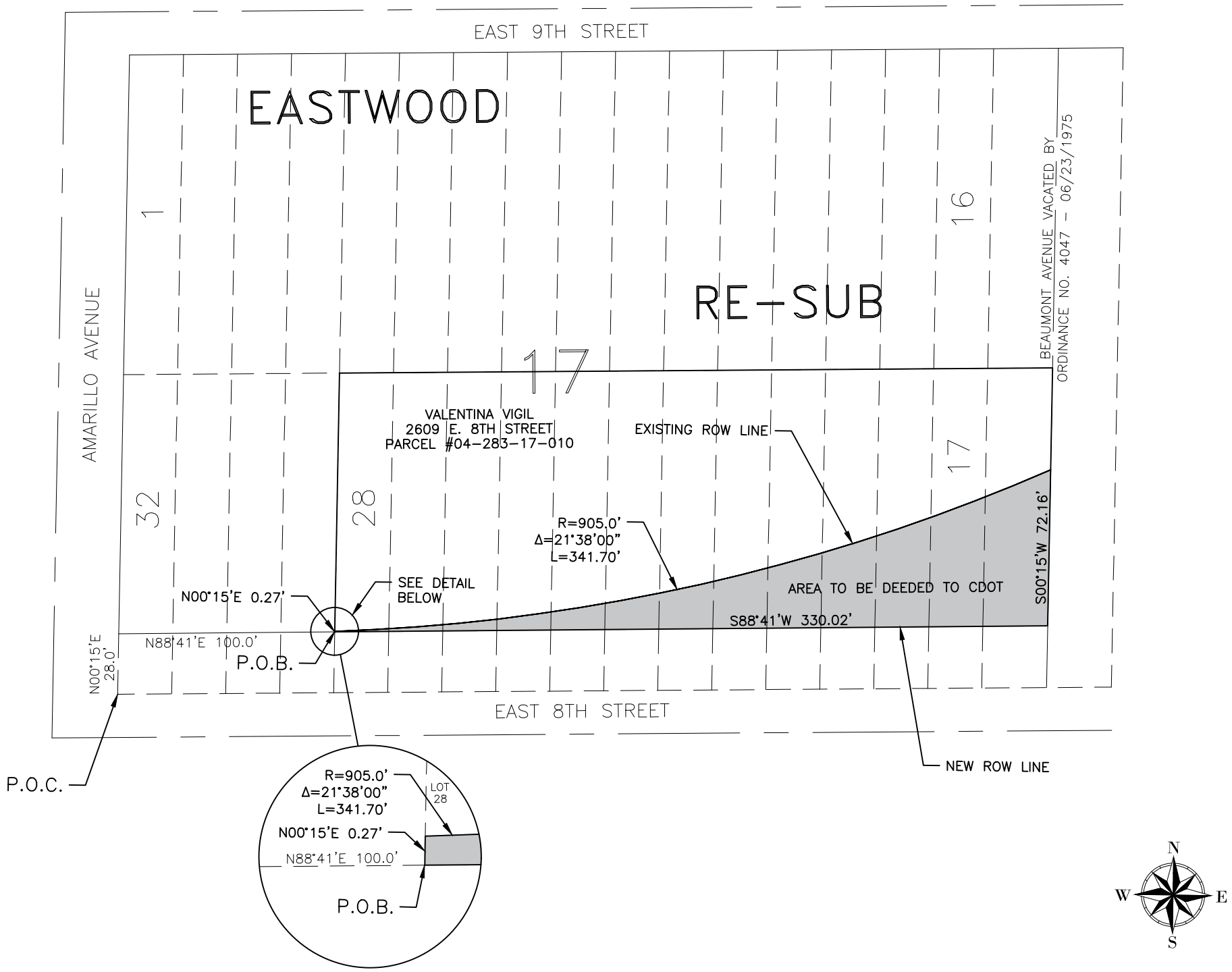
_____
Notary Public

EXHIBIT “A”

Commencing at a point which is the SW corner of Block 17, Eastwood Re-Sub., Section 28, Township 20 S., R. 64 W. in the County of Pueblo and State of Colorado; thence N 00°15’ E along the West line of Block 17, a distance of 28.0’; thence N 88° 41’ E, a distance of 100.00’, to a point on the West line of Lot 28, Block 17, and the Point of Beginning; thence N 00° 15’ E, along the West lot line of Lot 28, a distance of 0.27’; thence along a non-tangent curve to the left, whose center bears N 02° 42’ 52” W, having a radius of 905.0’, a delta of 21° 38’ 00”, and a curve length of 341.70’, more or less to a point on the centerline of vacated Beaumont Avenue; thence S 00°15” W, along the centerline of vacated Beaumont Avenue, a distance of 72.16’; thence S 88° 41’ W, a distance of 330.02’, to the Point of Beginning.

Containing a calculated area of 8,299.85 square feet.

EXHIBIT "B"


EAST 9TH STREET
EASTWOOD
RE-SUB
AMARILLO AVENUE
BEAUMONT AVENUE VACATED BY ORDINANCE NO. 4047 - 06/23/1975
1
32
28
17
16
17
VALENTINA VIGIL
2609 E. 8TH STREET
PARCEL #04-283-17-010
EXISTING ROW LINE
R=905.0'
Δ=21°38'00"
L=341.70'
S00°15'W 72.16'
AREA TO BE DEEDED TO CDOT
S88°41'W 330.02'
SEE DETAIL BELOW
N00°15'E 0.27'
N88°41'E 100.0'
P.O.B.
N00°15'E 28.0'
EAST 8TH STREET
P.O.C.
NEW ROW LINE
R=905.0'
Δ=21°38'00"
L=341.70'
LOT 28
N00°15'E 0.27'
N88°41'E 100.0'
P.O.B.
N
W
E
S

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 23, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Barb Huber, Fire Chief
Bella Trujillo, Assistant Director HR

SUBJECT: AN ORDINANCE AMENDING THE 2026 FISCAL YEAR STAFFING ORDINANCE BY CONVERTINING THREE (3) VACANT FULL-TIME EMERGENCY MEDICAL OFFICER (EMO) POSITIONS TO THREE (3) FIRE ENGINEER POSITIONS WITHIN THE AUTHORIZED STAFFING OF THE FIRE DEPARTMENT

SUMMARY:

The Fire Chief, with Mayor Graham's approval, requests to reduce the number of Emergency Medical Officer positions from 34 to 31 and to increase the number for Fire Engineer positions from 39 to 42 due to operational needs and efficiency.

PREVIOUS COUNCIL ACTION:

On December 8th, 2025, Ordinance No.11084 was approved by City Council. This Ordinance provided authorized staffing for Fiscal Year 2026.

BACKGROUND:

In 2025, Fire Station 10, which is located at the Airport, received 146 emergency medical service calls with 26 of those calls requiring Advanced Life Saving (ALS) measures. The average response time for that station is 7.5 minutes.

In comparison, calls for emergency medical services within city limits for the same time frame were 17,099 with 2,190 of those calls requiring Advanced Life Saving measures.

As a matter of practice, the crew from Fire Station 6 generally responds along with the Fire Station 10 crew whenever there are airport needs. The average response time from the *old* Fire Station 6 to the industrial park was 8.7 minutes.

Now that the *new* Fire Station 6 is open, the average response time from the new location is 4 minutes to William White Boulevard and 7 minutes to the tower, which is

significantly quicker than from the old station.

Due to the low call volume for Station 10 and the closer proximity of Station 6 to respond to calls, it makes operational sense to eliminate Emergency Medical Officers housed at Station 10 and deploy those resources to other parts of the city since the call load at the Airport can now be covered by timely assistance from Station 6.

This staffing change proposes to eliminate three Emergency Medical Officer positions (1 per shift x 3 shifts) at Fire Station 10 and convert them to Fire Engineer positions. This change would not pose any safety risk as the crew size at Station 10 would remain at 3 staff members per shift. This would also provide more continuity for the crews at that Station 10 since oftentimes they are deployed to other locations due to staffing needs for ALS services in other parts of the City.

FINANCIAL IMPLICATIONS:

This change would also provide a cost savings to the City in the amount of approximately $8845 in 2026.

	MONTHLY SALARY	**SALARY RELATED COSTS 21.17% ****	**TOTAL MONTHLY COST**	
EMERG MED OFFICER	$8,920.90	1,888.55	10,809.45	
FIRE ENGINEER	$8,677.60	1,837.05	10,514.65	
		Difference	294.80	
			X 3	positions
	Total Monthly Savings		884.44	
			X10 __	months
	TOTAL 2026 Savings		**8845.405**	

** Salary related costs include: FPPA 11%, Statewide Death & Disability 4%, Medicare 1.45%, and Workers' Comp 4.72%

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

The no action alternative would be to retain staffing levels as they are, which is not operationally efficient and could result in reduced service.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE AMENDING THE 2026 FISCAL YEAR STAFFING ORDINANCE BY CONVERTINING THREE (3) VACANT FULL-TIME EMERGENCY MEDICAL OFFICER (EMO) POSITIONS TO THREE (3) FIRE ENGINEER POSITIONS WITHIN THE AUTHORIZED STAFFING OF THE FIRE DEPARTMENT

WHEREAS, it is necessary to revise staffing for the ultimate efficiency and functionality for the City of Pueblo Fire Department; NOW THEREFORE,

(brackets indicate matter being deleted, underscore indicates matter being added)

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

SECTION 1.

The following section captioned “Fire” of Ordinance No. 11084, being the 2026 Staffing Ordinance, is amended as follows:

Fire	
Fire Chief	1
Deputy Fire Chief	2
Assistant Fire Chief	6
Fire Captain	36
Fire Lieutenant	6
Emergency Medical Officer	**[34]31**
Fire Engineer	**[39]42**
Fire Inspector	3
Firefighter	33
Administrative Technician	1
Community Risk Reduction Coordinator	1
Community Outreach Specialist	1
Senior Office Assistant	1
Total	**164**

SECTION 2.

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

SECTION 3.

This Ordinance shall be deemed to amend the 2026 Fiscal Year Budget and staffing with respect to the number and allocation of positions within the Fire Department and shall become effective on the date of final action by the Mayor and City Council.

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____
_____
_____
_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 23, 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 QUIT CLAIM DEED BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND GOODNIGHT BARN HISTORIC PRESERVATION, INC. TRANSFERRING CITY-OWNED PROPERTY AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance approves the transfer via Quit Claim Deed for land described as a portion of Parcel B in Subdivision Exemption No. 2003-006, County of Pueblo, State of Colorado – commonly known as the Goodnight Barn property.

PREVIOUS COUNCIL ACTION:

The City of Pueblo purchased the Goodnight Barn property from Continental Materials Corporation via Resolution 10109 in 2004.

BACKGROUND:

The Goodnight Barn property was purchased using several sources of grant funding, including a grant containing a requirement subjecting this property to a conservation easement.

Goodnight Barn Historic Preservation, Inc. has managed the barn pursuant to an agreement with the City since 2021. Goodnight Barn Historic Preservation, Inc., is a Colorado nonprofit corporation which has operated, promoted, managed, maintained, and preserved the property in accordance with the terms of the conservation easement upon the property.

The transfer of this encumbered property to this nonprofit would eliminate the City's maintenance expenses for the property. The transfer would also enable the nonprofit to more easily obtain financing to further its preservation and restoration efforts.

FINANCIAL IMPLICATIONS:

If approved, the transfer of the property would eliminate the City's maintenance expenses for the property.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the City will retain ownership of this property subject to the easement.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Legal Description
2. Site Plan
3. Deed of Conservation Easement
4. Quit Claim Deed

ORDINANCE NO.

AN ORDINANCE APPROVING A QUIT CLAIM DEED BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND GOODNIGHT BARN HISTORIC PRESERVATION, INC. TRANSFERRING CITY-OWNED PROPERTY AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

The City Council hereby finds and concludes that the land described in Exhibit A of this Ordinance and the proposed Quit Claim Deed, commonly known as the Goodnight Barn Property, may be transferred without detriment to the City. The Quit Claim Deed, dated February 23, 2026, between the City and Goodnight Barn Historic Preservation, Inc. a copy of which is attached hereto and incorporated herein by this reference, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute and deliver the Quit Claim Deed in the name of the City of Pueblo and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 3.

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

SECTION 4.

This Ordinance shall become effective immediately upon final passage.

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

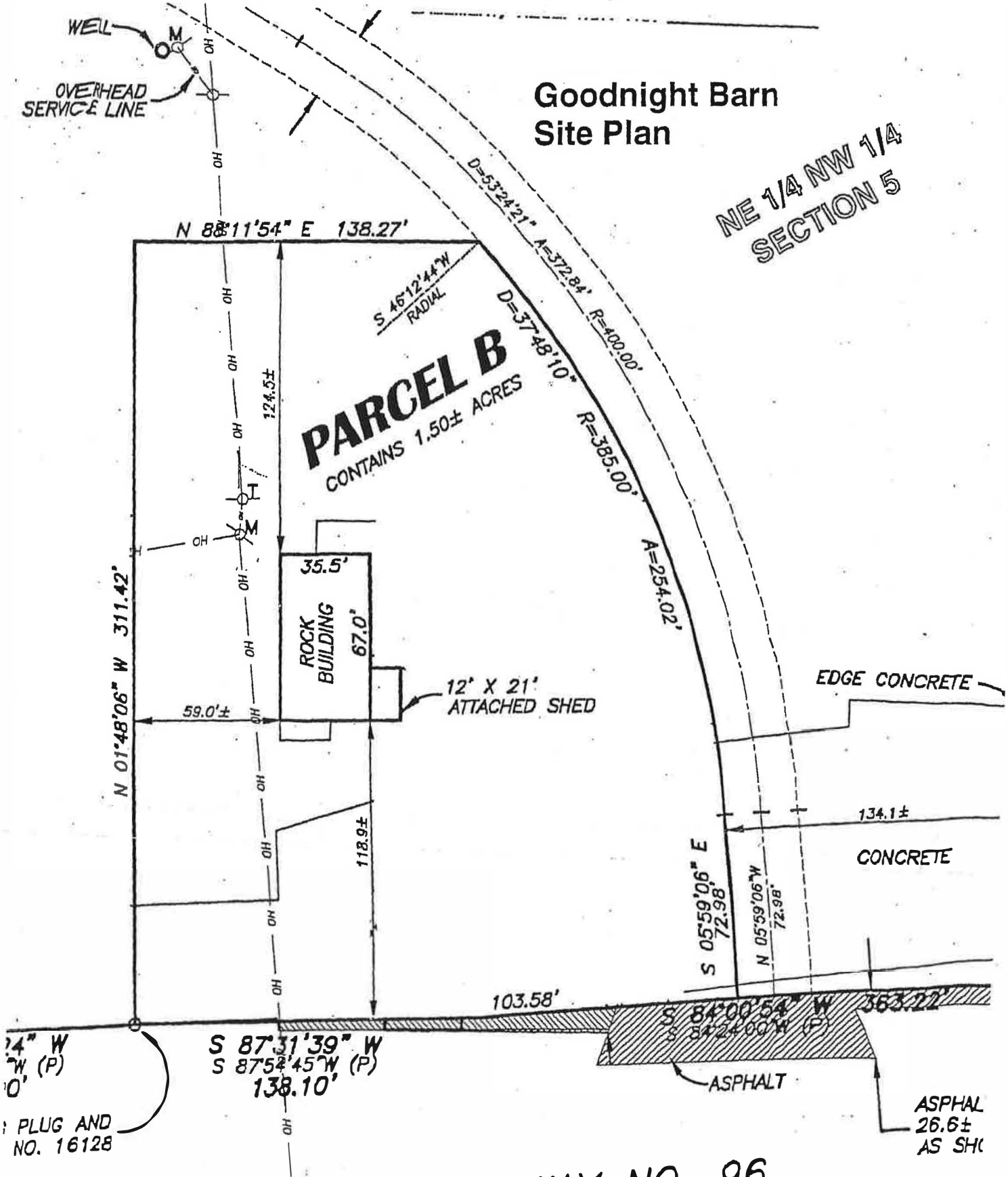
ATTEST

_____
City Clerk

Exhibit A

Legal Description

Parcel B in Subdivision Exemption No. 2003-006, Filed for record May 19, 2004 at Reception No. 1566544, Pueblo County, Colorado.


Goodnight Barn
Site Plan
NE 1/4 NW 1/4
SECTION 5
WELL
OVERHEAD SERVICE LINE
N 88°11'54" E 138.27'
S 46°12'44"W
RADIAL
D=53°24'21" A=372.84' R=400.00'
D=37°48'10"
R=385.00'
A=254.02'
PARCEL B
CONTAINS 1.50± ACRES
124.5±
35.5'
ROCK BUILDING
67.0'
12' X 21'
ATTACHED SHED
59.0'±
N 01°48'06" W 311.42'
118.9±
EDGE CONCRETE
134.1±
CONCRETE
S 05°59'06" E
72.98'
N 05°59'06"W
72.98'
103.58'
S 84°00'54" W
S 84°24'00"W (P)
363.22'
ASPHALT
ASPHAL
26.6±
AS SH(
S 87°31'39" W
S 87°54'45"W (P)
138.10'
PLUG AND
NO. 16128
COLORADO STATE HIGHWAY NO. 96

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ChrisC.Munoz PuebloCtyClk&Rec D EASE R 181.00 D 0.00

DEED OF

CONSERVATION EASEMENT

FOR THE PROPERTY KNOWN AS:

Goodnight Barn Property

Granted by:

CITY OF PUEBLO,
a Municipal Corporation

to

THE PUEBLO COUNTY HISTORICAL SOCIETY,
a non-profit Colorado corporation

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Schedule of Exhibits

Exhibit A Legal Description of Property

Exhibit B Photographs of Buildings

Exhibit C Site Plan

Exhibit D Permitted Encumbrances

Exhibit E Existing Mortgages/Subordination Agreements

Exhibit F Permitted Alterations

1.2. Photographs and Surveys. In order to make more certain the full extent of Grantor's obligations and the restrictions on the Property (including the Building), and in order to document the exterior nature of the Building as of the date hereof, attached hereto as Exhibit B and incorporated herein by this reference is a set of photographs depicting the exterior surfaces of the Building and the surrounding property. Attached hereto as Exhibit C and incorporated herein by this reference is a site plan illustrating the boundaries of the Property and the location of the Building on the Property. It is stipulated by and between Grantor and Grantee that the external nature of the Building as shown in Exhibit B is deemed to be the external nature of the Building as of the date of this Easement and as of the date this Easement is first recorded in the real property records of Pueblo County, Colorado. The external nature of the Building as shown in Exhibit B is hereinafter referred to as the "*Present Facades*."

ARTICLE 2. AFFIRMATIVE COVENANTS.

Grantor covenants on behalf of itself, its successors and assigns, with Grantee, its successors and assigns, such covenants being deemed to run as a binding servitude, in perpetuity, with the land, to do upon the Property each of the following covenants and stipulations, which contribute to the conservation purposes of this Easement in that they aid significantly in the preservation of the historic structure and surrounding land area, which contributes to the historical, architectural, and cultural integrity of the Building.

2.1. Maintenance and Repair. Grantor shall at all times maintain the Building in a good and sound state of repair as it existed on date hereof and shall maintain the Present Facades and the Building according to the "*Standards*," as defined in Section 3.2 below, and so as to prevent deterioration of the Present Facades. Subject to the casualty provisions of Article 4 below, this obligation to maintain shall require replacement, rebuilding, repair and reconstruction according to the Standards whenever necessary to have the external nature of the Building at all times appear to be the same as the Present Facades.

2.2. Interior Maintenance. The Grantor shall maintain the interior of the Building as is required to ensure the structural soundness and the safety of the Building as it existed on date hereof, Grantor is not obligated by this Section 2.2 to preserve or rehabilitate the interior of the Building in accordance with the Standards.

2.3. Insurance. Grantor at its expense shall (i) keep the Property insured by an insurance company rated "A VII" or better by Best's and also acceptable to the Grantee, under a form of full replacement cost insurance policy against risk of physical damage to those aspects of the Property that are governed by this Easement in form and in such amount as may be reasonably required by Grantee; and (ii) carry and maintain comprehensive public liability insurance under a policy issued by an insurance company rated "A VII" or better by Best's and also reasonably acceptable to Grantee with coverage per person per occurrence of not less than $1,000,000.00 combined single limit. All insurance policies required to be obtained or maintained by Grantor shall name Grantee as an additional insured or a loss payee thereunder as applicable and provide for 60 days notice of cancellation by the insurer to Grantee. Grantor shall promptly provide certificates of insurance required by this Section 2.3 and all supplements or

endorsements thereto to Grantee on a yearly basis or as such insurance policies are entered into, renewed or amended. In lieu of the foregoing insurance, Grantor shall continue its participation in the Colorado Intergovernmental Risk Sharing Agency.

2.4. Taxes. Grantor shall pay immediately, when first due and owing, all general taxes, special taxes, special assessments, water charges, sewer service charges, and other charges which may become a lien on the Property subject to Grantor's right to contest the amount or validity thereof. Grantee is hereby authorized -- but in no event required or expected -- to make or advance upon three days prior written notice to Grantor, any payment relating to taxes, assessments, water rates, sewer rentals and other governmental or municipal charge, fine, imposition or lien asserted against the Property which Grantor is not contesting and may do so according to any bill, statement, or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or assessment or into the validity of such tax, assessment, sale or forfeiture. Such payment, if made by Grantee, shall become a lien on the Property of the same priority as the item if not paid would have had and shall bear interest until paid by Grantor at 2 percentage points over the prime rate of interest from time to time charged by Wells Fargo Bank, N.A., or its successor.

2.5. Indemnification. To the extent permitted by law, Grantor shall indemnify, defend and hold Grantee harmless for any claims, liability, costs, attorney's fees, fines, judgments, losses or expenses to Grantee or any officer or employee of the Grantee resulting from actions or claims of any nature by third parties arising out of or in connection with the conveyance, possession, or exercise of rights under this Easement; the presence or release in, on, or about the Property, at any time after date hereof of any substance now or hereafter defined, listed, or otherwise classified pursuant to any law, ordinance or regulation as a hazardous, toxic, polluting or contaminating substance; or other injury or other damage occurring on or about the Property; unless such injury or damage is caused by the negligence or willful misconduct of Grantee, its officers, employees, agents or independent contractors. In the event that Grantor is required to indemnify Grantee pursuant to the terms of this paragraph, the amount of such indemnity, until discharged, shall constitute a lien on the Property with the same effect and priority as a mechanic's lien.

2.6. Notice from Government Authorities. Grantor shall deliver to Grantee copies of any notice of violation or lien relating to the Property received by Grantor from any government authority within five business days of receipt by Grantor. Upon request by Grantee, Grantor shall promptly furnish Grantee with evidence of Grantor's compliance with such notice or lien where compliance is required by law or Grantor's lawful contest thereof.

2.7. Notice of Proposed Sale. Grantor shall promptly notify Grantee in writing of any proposed sale of the Property and provide the opportunity for Grantee to explain the terms of this Easement to potential new owners prior to sale closing, except for the conveyance of individual residential condominium units.

2.8. Existing Liens. Except for those matters shown in Exhibit D hereto (the "*Permitted Encumbrances*"), Grantor warrants to Grantee that no lien or encumbrance exists on

the Property as of the date hereof. Grantor shall immediately cause any lien or claim of lien that may after all lawful contest by Grantor come to exist against the Property which would have priority over any of the rights, title or interest hereunder of Grantee, to be subordinated to the rights, title and interest of Grantee, pursuant to Section 2.10 below.

2.9. Liens. Any lien on the Property created pursuant to any paragraph of this Easement may be confirmed by judgment and foreclosed by Grantee in the same manner as a mechanic's lien.

2.10. Subordination of Mortgages. Grantor warrants that there are no mortgages, deeds of trust, or other liens on the Property as of the date of recording of this Easement except as shown in Exhibit E hereto. Grantor and Grantee agree that all mortgages, deeds of trust, or other liens (collectively, the "*Mortgages*") shall be subject and subordinate at all times to the rights of the Grantee to enforce this Easement. Grantor has provided a copy of the Easement to all holders of Mortgages as of the date of this Easement, and the agreement of each such holder of Mortgages to subordinate the Mortgage to the Easement in the form attached hereto as Exhibit E has been obtained by Grantor and provided to Grantee.

2.11. Plaques. Grantor agrees that the Grantee, its successors or assigns, may provide and maintain one or more plaques on the Property or Building giving notice of the history of the Property and the grant of this Easement, subject to Grantor's reasonable approval of the size and location of such plaques.

2.12. Notice to Other Persons. Restrictions, stipulations, and covenants contained in this Easement shall be inserted by Grantor (verbatim or by express reference to the Book, Page, and County of recording of this Easement) in any subsequent deed or other legal instrument by which it divests itself of either the fee simple title to or any lesser estate in the Property or any part thereof, including by way of example and not limitation, a sale or lease of a condominium unit. Concurrently with its entering into any such deed or other legal instrument, Grantor shall give written notice to Grantee of the same. With respect to individual residential condominium units, the requirements of this paragraph shall be deemed to be satisfied at such time as (1) Grantor forms or causes to be formed a condominium or cooperative association as described in Section 3.10, and (2) such association shall have adopted and recorded a condominium declaration or declaration of protective covenants disclosing and requiring compliance with the terms of this Easement.

2.13. Recording. Grantee, its successors or assigns, will do and perform at its cost all acts necessary to the prompt recording of this Easement among the land records of Pueblo County, Colorado.

2.14. Proof of Compliance. Upon written request by Grantee, containing setting forth the specific obligation, Grantor shall promptly furnish Grantee with evidence of Grantor's compliance with any obligation of Grantor contained herein.

ARTICLE 3. NEGATIVE COVENANTS.

3.1. No Demolition. The Building shall not be demolished, removed or razed except as provided in Paragraph 4.4.

3.2. No Construction. Without the express written permission of the Grantee, signed by a duly authorized representative thereof, no construction, alteration, or remodeling or any other thing shall be undertaken or permitted to be undertaken on the Property which would affect either the Present Facades or increase or decrease the height of the Building, including without limitation anything which would alter the external appearance of the Building as depicted in Exhibit B or which would adversely affect the structural soundness of the Building or anything which would encroach on the open land area on the Property adjacent to and surrounding the Building; provided, however, that:

a. Reconstruction. The reconstruction, repair, or refinishing of the Present Facades, damage to which has resulted after date hereof from casualty loss, deterioration, or wear and tear, shall be permitted provided that such reconstruction, repair, or refinishing is performed according to the Standards for Historic Preservation Projects and Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings, issued and as may from time to time be amended by the U.S. Secretary of Interior (hereinafter, collectively the "*Standards*"), subject to the prior written approval of Grantee, and in a manner which maintains or recreates, as the case may be, the appearance of the Present Facades; and

b. Permitted Alterations. Grantor may make such alterations to the Property, Building and Present Facades as are expressly authorized in attached Exhibit F which is incorporated herein by this reference, subject to the Grantee's right to review and approve detailed plans and specifications, designs and materials prior to and during the course of construction. Any changes in such detailed plans, specifications, designs and materials are subject to Grantee's prior review and approval. Upon completion of the alterations permitted by Exhibit F, Grantor shall promptly document (by photographs and other appropriate means) the altered appearance of the Property, Building, and Present Facades, and shall execute an amendment (the "*First Amended Deed of Easement*") to this Easement, by which such documentation of the aforesaid altered appearance of the Property, Building, and Present Facades shall be substituted for Exhibit B to this Easement. Grantee shall accept said First Amended Deed of Easement if the alterations permitted by Exhibit F shall have been performed to the reasonable satisfaction of Grantee and in accordance with the Standards, in which event Grantee shall record said First Amended Deed of Easement in the land records of Pueblo County, Colorado, in the office of the Recorder of Deeds. Upon such recordation, the references in this Easement to the Property, the Building, and the Present Facades shall be deemed to refer to the altered appearance of the same as shall be documented in the First Amended Deed of Easement. Neither Grantor's delivery or failure to deliver said First Amended Deed of Easement to Grantee, nor Grantee's reasonable refusal to accept said First Amended Deed of Easement, shall be construed to impair the full force and effect of this Easement; and

c. Painting. In all events, Grantor, in painting the exterior of the Building, shall obtain the prior written consent of Grantee as to the quality and color of paint to be used.

3.3. New Buildings. No buildings, structures or other improvements not presently on the Property shall be erected or placed on the exterior of the Property hereafter, except as expressly described in Exhibit F or with the written approval of Grantee, and except for temporary structures, such as scaffolding needed to assist workmen.

3.4. Signs. No signs, billboards, or advertisements shall be displayed or placed on the exterior of the Property or Building except as expressly described in Exhibit F; provided, however, that Grantor may, with prior written approval from Grantee, erect such signs as are compatible with the conservation purposes of this Easement and appropriate to identify the Building and any activities carried on in the Building.

3.5. Topography. No topographical changes, including but not limited to excavation, shall occur on the exterior of the Property except as expressly described in Exhibit F; provided, however, that Grantor may, with prior written approval from Grantee, make such topographical changes as are consistent with and reasonably necessary to promote the conservation purposes of this Easement.

3.6. Landscaping. There shall be no removal, destruction, or cutting down of trees, shrubs, or other vegetation on the exterior of the Property, as it exists on date hereof except as expressly described in Exhibit F; provided, however, that Grantor may with prior written approval from Grantee, undertake such landscaping of the Property as is compatible with the conservation purposes of this Easement and which may involve removal or alteration of present landscaping, including trees, shrubs, or other vegetation. In all events, Grantor shall maintain trees, shrubs, and lawn in good manner and appearance.

3.7. Public View. Grantor agrees not to obstruct the substantial and regular opportunity of the public to view the exterior architectural features of any building, structure or improvements on the Property from adjacent publicly accessible areas such as public streets.

3.8. Trash. No dumping of ashes, trash, rubbish or any other unsightly or offensive materials shall be permitted on the Property, except for customary trash disposal in accordance with the ordinances and regulations of the Pueblo County.

3.9. Use. The Property shall be used only for purposes consistent with the conservation purposes of this Easement.

3.10. Subdivision. The Property shall not be subdivided and the Property shall not be devised or conveyed except as a unit; provided, however, that the Grantor shall be permitted to convert the Property into cooperatives or condominiums and to convey interests in the resulting cooperative or condominium units, provided that the Grantor shall form or cause to be formed, in connection with such conveyance, a cooperative or condominium association for the purposes of performing all obligations of the Grantor and its successors and assigns under this Easement.

3.11. Utilities. No above ground utility transmission lines, except those reasonably necessary for the existing Building, may be created on the Property, and except for utility easements already recorded.

3.12 Approval. Any approval or consent required by Grantee under this Article 3. or any other provision of this Easement shall not be unreasonably conditioned, delayed or withheld.

ARTICLE 4. CASUALTY/OBSOLESCENCE.

4.1. Damage or Destruction. In the event that the Property or any part thereof shall be damaged or destroyed by casualty, the Grantor shall notify the Grantee in writing within seven days of the damage or destruction, such notification including what, if any, emergency work has already been completed. No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Property and for safety purposes, shall be undertaken by Grantor without the Grantee's prior written approval of the work. Within 60 days of the date of damage or destruction, the Grantor shall submit to the Grantee a written report prepared by a qualified restoration architect and an engineer, if required, acceptable to the Grantor and the Grantee which shall include the following:

(a) an assessment of the nature and extent of the damage;

(b) a determination of the feasibility of the restoration of the Present Facades and/or reconstruction of damaged or destroyed portions of the Property; and

(c) a report of such restoration/reconstruction work necessary to return the Property to the condition existing at the date hereof or as of the completion of any required work as set forth in the Easement.

4.2. Review After Casualty Damage or Destruction. After reviewing the report described in Section 4.1,

(a) Grantor shall have the right to restore or reconstruct the Building as provided in this section; or, even if Grantor does not exercise this right,

(b) Grantee shall have the right to require Grantor to restore or reconstruct the Building if the purposes and intent of this Easement will be served by such restoration or reconstruction of the Building.

In the event that either Grantor or Grantee exercises the rights set forth in (a) and (b), then Grantor and Grantee shall establish a Schedule under which Grantor shall, as soon as practicable, complete the restoration and reconstruction of the Building in accordance with plans and specifications approved in advance by the Grantee, provided that Grantor shall not be obligated to incur expenses in connection with such restoration or reconstruction in excess of the total amount of casualty insurance net proceeds that are payable (or would be payable) out of any insurance maintained or required to be maintained by Grantor hereunder (the "*Proceeds*").

4.3 Grantee's Right to Raise Funds. If Grantor has failed to maintain the amount of replacement cost casualty insurance required under Section 2.3 of this Easement, Grantee has the right to raise funds toward the costs of restoration of the partially or totally destroyed Building not in excess of the total amount of the Proceeds as may be necessary to restore the appearance of

the Present Facades, and such funds shall constitute a lien on the Property to the extent used to restore the Building. Said lien shall have the same priority as a mechanic's lien arising on the date of commencement of construction.

4.3. Determination Not To Require Rebuilding. If both Grantor and Grantee determine not to exercise their respective rights regarding restoration or reconstruction of the Building as set forth in Section 4.2, then the Grantor may, with the prior written consent of the Grantee, alter, demolish, remove or raze the Building, or construct new improvements on the Property.

ARTICLE 5. EXTINGUISHMENT.

Extinguishment. Grantor and Grantee hereby recognize that an unexpected change in the conditions surrounding the Property may make impossible or impractical the continued use of the Property for the purposes of this Easement and necessitate extinguishment of the Easement. Such a change in conditions may include, but is not limited to, partial or total destruction of the Building resulting from casualty. Such an extinguishment must be the result of a judicial proceeding.

5.1. Condemnation. If all or any part of the Property is taken under the power of eminent domain by public, corporate, or other authority, or otherwise acquired by such authority through a purchase in lieu of a taking, Grantor and Grantee shall join in appropriate proceedings at the time of such taking to recover the full value of those interests in the Property that are subject to the taking and all incidental and direct damages resulting from the taking. All expenses reasonably incurred by Grantor and Grantee in connection with such taking shall be paid out of the recovered proceeds. Grantor shall be entitled to all compensation from the balance of the recovered proceeds. Provided, however, that if the Property is encumbered by a mortgage or deed of trust at the time of such condemnation, Grantor shall be entitled to any proceeds remaining after satisfaction of all mortgages or deeds of trust.

ARTICLE 6. ADMINISTRATION AND ENFORCEMENT.

6.1. Inspections. Grantor hereby agrees that representatives of Grantee shall be permitted upon reasonable notice and at reasonable times to inspect the Property, including the Building. Grantor agrees that representatives of Grantee shall be permitted to enter and inspect the interior of the Building to ensure maintenance of structural soundness and safety; inspection of the interior will not, in the absence of evidence of deterioration, take place more often than annually. Inspection of the interior will be made at a time mutually agreed upon by Grantor and Grantee and Grantor covenants not to withhold unreasonably its consent in determining a date and time for such inspection.

6.2. Grantee's Remedies.

(a) In the event of a violation of any covenant, stipulation or restriction in this Easement, the Grantee may, in addition to any remedies now or hereafter provided by law, and following reasonable written notice to Grantor:

i) institute suit(s) to enjoin such violation by temporary, preliminary and/or permanent injunction, including prohibitory and/or mandatory injunctive relief, and; if Grantor has the obligation to do so under this Easement, to require the restoration of the Property to the condition and appearance required under this Easement, and Grantee shall not be required to post any bond in connection with any such proceedings;

ii) enter upon the Property, correct any such violation, and hold Grantor, its successors and assigns, responsible for the reasonable cost thereof, if Grantor has the obligation to do so under this Easement, and such cost until repaid shall constitute a lien on the Property, such lien to have the priority of a lien as of the date of such expenditure, with Grantee agreeing to exercise reasonable care in selecting independent contractors if it chooses to retain such contractors to correct any such violations, including making reasonable inquiry as to whether any such contractor is properly licensed and has adequate liability insurance and workman's compensation coverage; or

iii) release, terminate, extinguish or abandon this Easement.

(b) Grantee shall also have available all legal and equitable remedies to enforce Grantor's obligations under this Easement, and in the event Grantor is found to have violated any of its obligations, Grantor shall reimburse Grantee for any reasonable costs or expenses incurred in connection therewith, including all court costs and attorney's, architectural, engineering and expert witness fees.

(c) The exercise by Grantee of one remedy hereunder shall not have the effect of waiving or limiting any other remedy and the failure to exercise any remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time.

(d) To the extent that any violation described in this Section 6.2 is of a type which can be cured, and does not, subject the Property to immediate and irreparable harm, Grantor shall have thirty (30) days following Grantee's written notice to cure any such violation involving failure to pay money, and one hundred eighty (180) days following Grantee's written notice to cure any other violation provided Grantor commences the cure within sixty (60) days and diligently pursues correction to completion.

6.3. No Merger. In the event that the Grantee shall at any time in the future become the fee simple owner of the Property, Grantee for itself, its successors and assigns, covenants and agrees, in the event of subsequent conveyance of the same to another, to create a new easement containing the same restrictions and provisions as are contained in this Easement, and either to retain such easement in itself or to convey such easement to a similar local or national organization whose purposes, *inter alia*, are to promote historic preservation, and which is a qualified organization under Section 170(h)(3) of the Internal Revenue Code, and Internal Revenue Service Regulation §1.170A-14(c)(1) and C.R.S. §38-30.5-101 et seq.

6.4. Assignment. Grantee may, at its discretion and without prior notice to Grantor, convey and assign this Easement to a similar local, state, or national organization whose purposes, *inter alia*, are to promote historic preservation, and which is a qualified organization under Section 170(h)(3) of the Internal Revenue Code and Internal Revenue Service Regulation §1.170A-14(c)(1) and C.R.S. §38-30.5-101 et seq.; provided that any such conveyance or assignment requires that the conservation purposes for which this Easement was granted will continue to be carried out. If Grantee fails to remain a qualified organization, as determined by an agency or court of competent jurisdiction in a final, unappealed ruling, Grantor may require Grantee to convey and assign this Easement to a qualified organization.

ARTICLE 7. MISCELLANEOUS.

7.1. Notices. Any notice which either party hereto may desire or be required to give to the other party shall be in writing and shall be mailed postage prepaid by registered or certified mail with return receipt requested, or hand delivered, if to Grantor, to:

City Manager
1 City Hall Place
Pueblo, CO 81003

with a copy to:

Assistant City Manager of Community Development
211 East "D" Street
Pueblo, CO 81003

and if to Grantee, then to:

President
Pueblo County Historical Society
217 South Grand Avenue
Pueblo, Colorado 81003

with a copy to:

Donald Banner, Attorney
Banner Buxman Kwitek & Ohlsen PC
601 North Main
Pueblo, CO 81003

Each party may change its address set forth herein by a notice to such effect to the other party. Any notice, consent, approval, agreement, or amendment permitted or required of Grantee under

this Easement may be given by the President of the Grantee or by any duly authorized representative of the Grantee.

7.2. Effectiveness. This Easement is effective only upon recording among the real property records of Pueblo County, Colorado.

7.3. Perpetuity. This Easement is intended to be of perpetual duration, in accordance with the provisions of the Act. If, however, for any reason this Easement is ever held to be in contravention of the rule against perpetuities or rules respecting alienation of property, by a court of competent jurisdiction a final decision from which no appeal is taken, then the term of this Easement shall be deemed to expire 21 years after the death of the last to die of the now living descendants of John Fitzgerald Kennedy, Lyndon Baines Johnson, Richard M. Nixon, Gerald R. Ford, Jimmy Carter, Ronald W. Reagan, George Bush, and William Jefferson Clinton, all former Presidents of the United States.

7.4. Counterparts. This Easement is executed in four counterparts, each page of which (including exhibits) has been initialed by Grantor and Grantee for purposes of identification. In the event of any disparity between the counterparts produced, the recorded counterpart shall in all cases govern. Except as provided above, each counterpart shall constitute the agreement of the parties. Immediately after execution hereof, one counterpart shall be held by each of Grantor, Grantee, Grantee's attorney, and one counterpart shall be recorded as provided above and will be returned to Grantee.

7.5. Interpretation. Any rule of strict construction designed to limit the breadth of restriction on alienation or use of property shall not apply in the construction or interpretation of this Easement, and this Easement shall be interpreted broadly to effect the transfer of rights and the restrictions on use herein contained.

7.6. Binding Effect. This Easement shall extend to and be binding upon Grantor, its successors and assigns, and all persons hereafter claiming under or through Grantor, and the word "Grantor" when used herein shall include all such persons, whether or not such persons have signed this Easement or then have an interest in the Property. Anything contained herein to the contrary notwithstanding, a person shall have no obligation pursuant to this Easement where such person shall cease to have any interest (present, partial, contingent, collateral or future) in the Property by reason of a *bona fide* transfer for full value. Any right, title or interest herein granted to Grantee also shall be deemed granted to each successor and assign of Grantee and each such following successor and assign thereof, and the word "Grantee" when used herein shall include all such successors and assigns. This Easement shall survive any termination of Grantor or Grantee's existence.

7.7. No Public Right of Entry. Nothing contained in this Easement grants, nor shall be interpreted to grant, to the public any right to enter on the Property or into the Building.

7.8. Development Rights. To the extent that Grantor owns or is entitled to development rights which may exist now or at some time hereafter by reason of the fact that under any applicable zoning or similar ordinance the Property may be developed to a use more

intensive (in terms of height, bulk or other objective criteria regulated by such ordinances) than that to which the Property is devoted as of the date hereof, such development rights shall not be exercisable on, above, or below the Property during the term of this Easement, except under the provisions of and under the circumstances defined in Section 3.2.

7.9. Amendments. For purposes of furthering the preservation of the Property and Building and of furthering the other purposes of this Easement, and to meet changing conditions, Grantor and Grantee are free to amend jointly the terms of this Easement in writing without notice to any party; provided, however, that no such amendment shall limit the perpetual duration or interfere with the conservation purposes of the Easement. Such amendment shall become effective upon recording among the real property records of Pueblo County, Colorado. Nothing in this paragraph shall require Grantor or Grantee to agree to any amendment, but each party agrees to meet and confer in good faith with respect to any proposed amendment.

7.10. Enforceability. This Easement is made pursuant to the Act, but the invalidity of such statute or any part thereof shall not affect the validity and enforceability of this Easement according to its terms, it being the intent of the parties to agree and to bind themselves, their successors and their assigns in perpetuity to each term of this Easement whether this Easement be enforceable by reason of any statute, common law or private agreement either in existence now or at any time subsequent hereto. The validity and enforceability of this Easement shall not be affected by a determination that the grant of this Easement does not qualify as a charitable contribution under Section 170(h)(3) of the Internal Revenue Code or otherwise. This Easement may be re-recorded at any time by any person if the effect of such re-recording is to make more certain the enforcement of this Easement or any part thereof. The invalidity or unenforceability of any provision of this Easement shall not affect the validity or enforceability of any other provision of this Easement, or any ancillary or supplementary agreement relating to the subject matter hereof.

7.11. Building Regulations. Nothing contained herein shall be interpreted to authorize or permit Grantor to violate, or fail to comply with any governmental ordinance or regulation relating to zoning, building codes, dangerous buildings, building materials, construction methods, or use. In the event of any conflict between any such ordinance or regulation and the terms hereof, the provisions of such ordinances and regulations shall control over the provisions of this Easement, and Grantor promptly shall notify Grantee of such conflict.

7.12. Statute of Limitations. Any action to enforce any provision of this Easement shall be commenced within the limitation period set forth in C.R.S. § 13-80-103.4 as of the effective date of this Easement.

7.13. Venue. Venue of any action brought pursuant to this Easement shall be in the Pueblo County, Colorado.

7.14. Grantor and Grantee acknowledge and agree that Article X, Section 20 of the Colorado Constitution prohibits Grantor from creating any multiple-fiscal year direct or indirect debt or other financial obligation whatsoever without voter approval in advance. Therefore, financial obligations of Grantor payable under this Easement regardless of the nature of such

financial obligations including, without limitation, indemnification and damages, are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

IN WITNESS WHEREOF, Grantor has executed, sealed, and delivered this Deed of Conservation Easement by Randy Thurston, City Council President; and Grantee has caused these presents to be accepted.

GRANTOR:

City of Pueblo,
a Municipal Corporation

By: _____
Randy Thurston
City Council President

GRANTEE:

PUEBLO COUNTY HISTORICAL SOCIETY

ATTEST:

Brenda Armijo
Secretary

By: George R Williams
President

[SEAL]

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ACKNOWLEDGMENT

STATE OF COLORADO)
) ss.
PUEBLO COUNTY)

I, Lorene M. Bravo, a Notary Public in and for the State of Colorado, do hereby certify that Randy Thurston, whose name is subscribed to the foregoing instrument, personally appeared before me and acknowledged that he executed the same on behalf of the City of Pueblo, a Municipal Corportation.

Given under my hand and seal this 18th day of June, 2004.

My commission expires: 8-21-2007.

LORENE M. BRAVO NOTARY [SEAL] PUBLIC STATE OF COLORADO

Lorene M. Bravo
Notary Public

STATE OF COLORADO)
) ss.
PUEBLO COUNTY)

I, Marlene E. Cordova, a Notary Public in and for the State of Colorado, do hereby certify that George R. Williams, whose names are subscribed to the foregoing instrument as president and secretary, respectively, of the Pueblo County Historical Society, personally appeared before me and acknowledged that they executed the same.

Given under my hand and seal this 1 day of July, 2004.

My commission expires: 04/02/05.

NOTARY PUBLIC [SEAL] STATE OF COLORADO

Marlene E Cordova
Notary Public
211 E. D Street
Pueblo, CO 81003

QUIT CLAIM DEED

THIS DEED, made as of the 9th day of March, 2026 between City of Pueblo, a Colorado municipal corporation, grantor; and Goodnight Barn Historic Preservation, Inc., grantee;

WITNESSETH, That the grantor for and in consideration of the sum of One Dollar and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold, conveyed and QUIT CLAIMED, and by these presents doth remise, release, sell, convey and QUIT CLAIM unto the grantee, its successors and assigns forever, all of the right, title, interest, claim and demand which the grantor has in and to the following described real property situate, lying and being in the County of Pueblo and State of Colorado, described as follows:

Parcel B in Subdivision Exemption No. 2003-006, Filed for record May 19, 2004 at Reception no. 1566544, Pueblo County, Colorado,

commonly known as the Goodnight Barn property.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the grantor, either in law or equity, to the only proper use, benefit and behoof of the grantee, his heirs and assigns. Grantee takes said right, title and interest of said party of the first part subject to all liens, easements, encroachments and environmental conditions, including both those of record and those not of record.

IN WITNESS WHEREOF, this Deed has been executed as of the day and year first above written.

By: _____
Heather Graham, Mayor
City of Pueblo, a Municipal Corporation

Attest: _____
City Clerk
City of Pueblo, a Municipal Corporation

[S E A L]

COUNTY OF PUEBLO)
) ss.
STATE OF COLORADO)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026 by Heather Graham as Mayor of the City of Pueblo, a Municipal Corporation and Vincent Petkosek, Deputy City Clerk of the City of Pueblo, a Municipal Corporation.

Witness my hand and official seal.

My commission expires:_____.

[S E A L]

_____
Notary Public

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 23, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Carla Sikes, City Attorney

SUBJECT: AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND PUEBLO COMMUNITY HEALTH CENTER INC., A COLORADO NON-PROFIT CORPORATION FOR THE PROVISION OF PRIMARY HEALTH CARE SERVICES AT THE PUEBLO HOMELESS SHELTER AND AUTHORIZING THE MAYOR TO EXECUTE SAID CONTRACT

SUMMARY:

Attached is an Ordinance approving a Memorandum of Understanding between the City of Pueblo and Pueblo Community Health Center Inc. ("PCHC") for the provision of health services at the Pueblo Homeless Shelter.

PREVIOUS COUNCIL ACTION:

On December 23, 2024 City Council by Ordinance No. 10865 approved an Operating Agreement with SafeSide Recovery for the operation of the Homeless Shelter.

BACKGROUND:

The City owns the property located at 710 W. 4th Street, Pueblo, Colorado and 728 W. 4th Street, Pueblo, Colorado (collectively the "Property"). The City contracts with SafeSide Recovery to operate an ongoing and emergency homeless shelter out of the Property. It is the intent of the City that supportive services such as work programs, substance abuse treatment programs, mental health programs, and health clinics be housed within the Property and made available to the unhoused and impoverished population of the community.

PCHC already provides health care services at the Pueblo Homeless Shelter on a temporary basis. It has a pop-up clinic at the Shelter; however, PCHC desires to offer quality primary care services to the homeless population at the Property on a more

permanent basis pursuant to the attached MOU. In exchange for offering these services to the community, the City will allow PCHC to use a portion of the Property for this purpose free of charge, continue to maintain the Property, and provide security. Either party may terminate the MOU for convenience upon notice to the other party.

FINANCIAL IMPLICATIONS:

The City already provides utilities and maintenance for the Property. No additional costs are anticipated for this MOU.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, PCHC will not provide more permanent primary health care services at the Pueblo Homeless Shelter.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. CITY OF PUEBLO SHELTER MEMORANDUM OF UNDERSTANDING

ORDINANCE NO.

AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND PUEBLO COMMUNITY HEALTH CENTER INC., A COLORADO NON-PROFIT CORPORATION FOR THE PROVISION OF PRIMARY HEALTH CARE SERVICES AT THE PUEBLO HOMELESS SHELTER AND AUTHORIZING THE MAYOR TO EXECUTE SAID CONTRACT

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

SECTION 1.

The Memorandum of Understanding ("MOU") effective March 1, 2026, between the City of Pueblo, a Colorado municipal corporation and Pueblo Community Health Center Inc., 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 MOU 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 MOU 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

MEMORANDUM OF UNDERSTANDING

THIS Memorandum of Understanding ("MOU") made this 1st day of March, 2026, by and between the CITY OF PUEBLO, a Colorado municipal corporation ("CITY") and PUEBLO COMMUNITY HEALTH CENTER INC, a Colorado Non-Profit Corporation ("PCHC").

WHEREAS, CITY owns the real property located at 710 W. 4th Street, Pueblo, Colorado and 728 W. 4th Street, Pueblo, Colorado (collectively the "Property");

WHEREAS, CITY contracts with SafeSide Foundation, a Colorado nonprofit corporation to operate an ongoing and emergency homeless shelter out of the Property;

WHEREAS, it is the intent of the CITY that supportive services such as work programs, substance abuse treatment programs, mental health programs, and health clinics be housed within the Property and made available to the unhoused and impoverished population of the community;

WHEREAS, this use of the Property works to prevent homelessness and facilitate the self-sufficiency of the population served; and,

WHEREAS, CITY desires PCHC to offer quality primary care services ("Services") to the homeless population at its Property pursuant to this MOU; and,

WHEREAS, the required approval, clearance and coordination have been accomplished from and with appropriate authorities;

WHEREAS, as of this date the execution of this Agreement, PCHC meets all statutory and regulatory requirements for entering into this Agreement.

NOW THEREFORE, it is hereby agreed that:

SECTION 1
TERM & TERMINATION

1.1 **Term:** This agreement may commence on March 1, 2026, although the Agreement may have been executed by the parties on a different date and shall be for a period of three years from the commencement date and may be renewed for successive terms.

1.2 **Termination:** Either CITY or PCHC may terminate this Agreement at any time with or

without cause by giving at least sixty (60) days prior written notice of termination and specifying the effective date of the termination. thereof at least sixty (60) days before the effective date of such termination.

1.3 This Agreement may be terminated by either party for cause. If either party is in default hereunder, the non-defaulting party shall provide written notice describing the default to the non-defaulting party. If the defaulting party does not correct such default within twenty-one (21) days after receipt of said notice, or if the default cannot be corrected within said twenty-one (21) day period and the defaulting party fails to commence action to correct within said period and thereafter diligently pursue corrective action, the non-defaulting party may terminate this Agreement upon an additional seven (7) days written notice to the defaulting party.

SECTION 2
OPERATING MODEL

2.1 PCHC will operate the Services on the Property according to its Comprehensive Primary Care Model in accordance with prevailing professional standards and best practices.

2.2 PCHC will operate the Services in accordance with the Patient Handbook that explains patient's rights and responsibilities and contains information about utilizing PCHC's services.

2.3 PCHC will operate the Services on the Property in compliance with applicable laws and regulations pertaining to the Public Health Service Act 330, Health Resources Services Administration (HRSA) funding and the Federally Qualified Health Center program. This includes the PCHC Board of Directors retaining authority, responsibility, and approval of the services provided as well as monitoring and complying with HRSA requirements.

2.4 PCHC will operate the Services in accordance with its policies, procedures and operating systems, including compliance with the standards of Accreditation Association for Ambulatory Health Care (AAAHC) and the Federal Torts Claims Act.

2.5 To provide patients with access to comprehensive services and benefits and to provide for professional malpractice coverage, all patients receiving Services on the Property will be patients of PCHC and enrolled as such. Patient health records will be the property of PCHC.

SECTION 3
ROLE OF CITY

3.1 CITY will provide adequate space and fixtures on the Property for the provision of the Services. Maintenance and repairs of the Property will be performed by CITY. Capital

improvements shall be the responsibility of CITY and made at the discretion of the CITY.

3.2 The cost of access to and monthly recurring cost of utilities, including water, electric and natural gas for the Property and space in which the Services will be provided will be paid by CITY.

3.3 CITY will provide general janitorial services for the Property and space in which the Services will be provided sufficient to enable PCHC to meet its infection control policies. (PCHC will implement infection control measures that are more than ~~what~~ a lay janitor would provide.)

3.4 CITY, in coordination with PCHC, will provide necessary and adequate tele-communications infrastructure, including high speed internet access and telephone systems. PCHC may, at its cost, provide additional internet lines.

3.5 City will be responsible for providing Security for the Property. Security shall include routine patrolling of the Property including the space in which the Services will be provided and while the Services are operating, and responding to calls for assistance by PCHC Services Staff. City may contract with third parties to provide such security for the Property.

SECTION 4
ROLE OF PCHC

4.1 Staffing:

4.1.1 All staff providing Services shall be employed by PCHC and under the supervision and direction of PCHC management. PCHC will provide a primary care provider (i.e., nurse practitioner, physician assistant or physician), medical assistant(s), enrollment specialist, case manager and a behavioral health provider who is able to offer substance abuse treatment services.

4.1.2 PCHC's Chief Operations Officer will be the executive in charge of Services and implementation of this MOU.

4.1.3 PCHC's personnel policies and compensation system will be in effect for PCHC employees and implemented for all Services.

4.1.4 PCHC staff will observe Property rules and CITY building and safety policies.

4.2 Services Hours and Appointment Scheduling:

4.2.1 PCHC will deliver Services according to a schedule commensurate with the need

and demand of the patient population. The onset of Services will be provided one, half-day per week, in the afternoon. The schedule will be adjusted based on activity and upon mutual agreement of the CITY and PCHC.

4.2.2 PCHC will use its scheduling system and policies, including offering walk-in appointments.

4.3 Responsibility and Supervision of Patient Care:

4.3.1 PCHC's Chief Medical Officer shall direct the implementation of Services policies, systems, compliance with AAAHC requirements and other matters affecting provider staff and patient care.

4.3.2 Patient care will be directed by providers contracted with or otherwise employed by PCHC, within the context of PCHC's clinical policies.

4.4 Patient Records, HIPAA, Patient Privacy and Consent for Treatment:

4.4.1 Patient health records will be maintained by PCHC in accordance with its policies and procedures, which include HIPAA compliance.

4.4.2 The PCHC staff responsible for the Services will adhere to HIPAA laws at all times.

4.4.3 PCHC will implement and provide a HIPAA compliant treatment consent form.

4.4.4 All matters pertaining to patient privacy shall follow PCHC's privacy practices and policies.

4.5 Ancillary and Support Services:

4.5.1 Laboratory services will be referred to PCHC's contracted provider, unless a patient is required to utilize another provider.

4.5.2 Radiological services will be referred to local providers, including Parkview Medical Center and St. Mary-Corwin Medical Center, based on facility appointment access best for the patient.

4.5.3 Pharmacy services will be provided by PCHC through its existing pharmacies and through existing referral practices. Patients are free to use the pharmacy of their choice. PCHC will offer prescriptions on a sliding fee scale basis for eligible patients.

4.5.4 Specialty physician care will be arranged through existing community referral practices and in the interest of patient care.

4.5.5 Dental care will be provided by PCHC.

4.5.6 Obstetrical and Gynecological care will be provided by PCHC.

4.5.7 Behavioral health will be provided by PCHC.

4.5.8 Infectious control measures (including biohazard waste control and disposal), other than general janitorial services will be provided by PCHC.

4.6 **Inpatient Care:** PCHC will arrange for inpatient care at local hospitals. PCHC will provide obstetrical call through PCHC physicians and midwives.

4.7 **Information Systems:** PCHC operates a centralized management information system and will operate its Services using these resources.

4.8 **Supplies:** Purchasing supplies and non-capital equipment will be performed and paid for by PCHC.

4.9 **Expenses:** PCHC will be responsible for expenses associated with supplies, laboratory, radiology, pharmacy, and contractual services necessary to operate the Services including liability and business insurance and administrative overhead.

SECTION 5
FINANCIAL MATTERS

5.1 PCHC provides access to care regardless of a patient's financial ability to pay or insurance coverage status. PCHC will work with all patients to assist them in obtaining coverage for which the patient may be eligible. PCHC accepts Medicaid, Medicare, and most private health insurance plans. Patients will be made aware of the sliding fee discount program and eligibility for discounts based on income and family size.

5.1.1 PCHC will bill third party payers for all services when applicable. CITY waives any right, title or interest in or to any reimbursement from a third-party payer.

5.2 PCHC and CITY are collaborating to provide health care services to the homeless population and contributing to the effort within their respective financial resources, and there are no fees or reimbursement expected from either party as part of this MOU.

SECTION 6
COLLABORATIVE COORDINATION

6.1 **Coordination:** PCHC and CITY will designate a point of contact for the administration of this MOU.

6.1.1 For CITY: Melissa Cook, Director Department of Housing and Citizen Services
(719) 553-2849; mcook@pueblo.us

6.1.2 For PCHC: Donald E. Moore, PCHC Chief Operations Officer
(719) 543-8718 ext. 139; dmoore@pueblochc.org

6.2 Patient Complaints: Most patient concerns will be managed to resolution at the point of service by on-site staff. In the event a patient wants to pursue a matter further, the patient will be referred to PCHC's Patient Advocate. The Patient Advocate system manages the complaint to resolution. Depending on the nature of the complaint, resolution may involve the Chief Medical or Dental Officer or a member of executive management.

6.2.1 CITY's point of contact for complaints concerning the Services will be the PCHC Patient Advocate.

6.2.2 Clients who are abusive towards PCHC staff performing Services may be barred from receiving Services from PCHC at the Property. PCHC will inform City of all incidents that result in a discontinuation of Services.

6.3 Patient dismissal

6.3.1 PCHC may end their relationship with the patient for any reason deemed harmful to the treatment relationship or for patient non-compliance with PCHC policies. Patients may also be discharged from the practice when the patient's behavior is a safety concern or places PCHC or its staff at risk.

6.3.2 Prior to discharge, a patient will be granted due process, including access to an appeal. The Patient Advocate will be the point of contact for this step.

6.3.3 Due to confidentiality PCHC will not involve CITY in the discharge process or decision. With the patient's permission, PCHC can discuss the circumstances of the dismissal with CITY.

6.3.4 The management representatives of PCHC and CITY will meet as necessary to monitor MOU implementation and compliance.

SECTION 7
CONFLICT RESOLUTION

7.1 Conflict resolution will be handled by the following process:

7.1.1 Conflicts are to be resolved through open and honest communication at the staff level.

7.1.2 Services and patient care concerns shall be forwarded to the Chief Operations Officer of PCHC who will involve PCHC's Chief Medical Officer when a conflict involves independent clinical practice.

SECTION 8
LEGAL AUTHORITY

8.1 PCHC warrants that it possesses the legal authority to enter into this Agreement and that it has taken all actions required by its procedures, bylaws, and applicable law to exercise that authority, to lawfully authorize its undersigned signatory to execute this Agreement, and to bind PCHC to its terms. The person executing this Agreement on behalf of PCHC warrants that such person has full authorization to execute this Agreement.

8.2 CITY warrants that it possesses the legal authority to enter into this Agreement and that it has taken all actions required by its procedures, bylaws and applicable law to exercise that authority, to lawfully authorize its undersigned signatory to execute this Agreement, and to provide the Property for this use and purpose. The person executing this Agreement on behalf of CITY warrants that such person has full authorization to execute this Agreement.

8.3 PCHC certifies that no member of its Board of Directors, no employee and no individual or entity providing services under this Agreement has been debarred or prohibited from participation in any Federal, State or Local healthcare funding program.

SECTION 9
CONFLICT OF INTEREST

9.1 PCHC shall maintain written standards governing the performance of its Board of Directors and employees engaged in the award and administration of contracts. No employee, officer, or agent of PCHC shall participate in the selection, or the award or the administration of a contract or subcontract supported by State or Federal funds if a conflict of interest, real or apparent, would be involved

SECTION 10
LIABILITY INSURANCE/FIDELITY COVERAGE

10.1 During the term of this Agreement, and any extension hereof, PCHC agrees that it will keep in force an insurance policy or policies, issued by a company authorized to do business in Colorado, in the minimum amounts specific below unless specifically waived herein and show proof of insurance upon request of CITY. In the event of cancellation of any such coverage, PCHC shall immediately notify CITY of such cancellation.

10.1.1 Standard Workman's Compensation and Employer's Liability as required by State statute including occupational disease, covering all employees at the worksite.

10.1.2 General Liability combined single limit $1,000,000.00. Any aggregate limit will not be less than $1,000,000.00.

10.1.3 All licensed professionals providing services in their professional capacity shall be deemed employees of the Federal Government by contract with PCHC, as a Federally Qualified Health Center, and shall be covered by the Federal Tort Claims Act. PCHC shall maintain gap coverage and general liability insurance in sufficient amounts to cover any loss not covered by the Federal Tort Claims Act.

10.2 PCHC certifies that, at the time of entering into this MOU, it has currently in effect all necessary licenses, certifications, approvals, insurance and permits required to properly perform the services covered by this Agreement. PCHC warrants that it will maintain all necessary licenses, certifications, approvals, insurance and permits required to properly perform this Agreement. Additionally, all employees of the PCHC performing services under this Agreement shall hold the required licenses or certification to perform their responsibilities. Any revocation, withdrawal or non-renewable of necessary licenses, certifications, approvals, insurance or permits required for PCHC to properly perform this Agreement shall be grounds for immediate termination of this Agreement by CITY for default.

SECTION 11
RECORDS MAINTENANCE AND REPORTING

11.1 All patient records, documents, communications, and other materials created by PCHC which contain the protected health information of the patient shall be the property PCHC. Using proper and authorized procedures, CITY shall be granted reasonable access upon request to the records created by PCHC. All records created by CITY shall remain the property of CITY. Using proper and authorized procedures, reasonable access to CITY records shall be granted to PCHC. Compliance with Federal and State law with respect to patients' protected health information shall rest with the custodian of the record. PCHC and CITY shall maintain a complete file of all records, documents, communications, and other written materials which pertain to the operation of programs or the delivery of services under this Agreement and shall maintain such records for a period of six years after the date of the termination of this Agreement or final payment hereunder, whichever is later, or for such further period as may be necessary to resolve any matters which may be pending.

11.2 PCHC and CITY each agree to comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended, and the requirements of any regulations promulgated

thereunder, including, without limitation, the federal privacy regulations as contained in 45 CFR Parts 160 and 164 (the "Federal Privacy Regulations") and the federal security regulations as contained in 45 CFR Part 164 (the "Federal Security Regulations"). PCHC and CITY each agree not to use or further disclose any protected health information, as defined in 42 U.S.C. § 1320d and 45 CFR §64.501(collectively, the "Protected Health Information"), concerning a patient other than as permitted or required by this Agreement or otherwise authorized under HIPAA, as amended. As permitted under HIPAA, the parties hereby agree, that by virtue of this Agreement, as it relates to the provision of Services, they are an "organized health care arrangement" for purposes of meeting the Federal Privacy Regulations and the authorized use and disclosure of Protected Health Information thereunder.

SECTION 12
INDEMNIFICATION

12.1 PCHC agrees that, to the extent provided by law, PCHC shall indemnify, defend and hold harmless the City, its officers, employees and agents, from and against any and all loss, damage, injuries, claims, cause or causes of action, or any liability whatsoever resulting from, or arising out of, or in connection with the its obligations, the Services, or actions under this MOU caused, in whole or part, by any willful or negligent error, omission or act or a failure to observe any applicable standard of care by PCHC or any person employed by it. To the extent damages are covered by insurance, PCHC agrees to waive all rights of subrogation against the City, its subsidiary, parent, associated and/or affiliated entities, successors, or assigns, its elected officials, trustees, employees, agents, and volunteers for losses arising from the Services or work performed by PCHC on the Property. The indemnification obligation shall survive the expiration or termination of this MOU.

SECTION 13
LITIGATION

13.1 Unless otherwise provided, PCHC shall promptly notify CITY if PCHC learns of any litigation or notice of claim concerning services provided under this Agreement in which it is a party Defendant. PCHC, after being served with a Summons, Complaint, or other pleading in a notice of case which involves services provided under this Agreement, and which has been filed in any Federal or State court or administrative agency, shall deliver copies of such document to the CITYrepresentative designated in this MOU.

SECTION 14
NOTICES

14.1 Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either party may change the address to which notices are sent by sending written notice of such change of address to the other party.

For CITY: Mayor's Office
One City Hall Place
Pueblo, CO 81003
Attn: Mayor Heather Graham or Successor

For PCHC: Donald Moore, Chief Executive Officer
Pueblo Community Health Center
110 E Routt Avenue
Pueblo, CO 81004

SECTION 15
MISCELLANEOUS

15.1 Compliance with Laws. If any law or regulation is enacted, modified, or judicially interpreted so that this Agreement would be found not to comply with such law or regulation, this Agreement will terminate immediately upon either party's receipt of notice of termination from the other party or appropriate amendments to this Agreement shall be entered into by the parties.

15.2 Assignment. No assignment or transfer by PCHC of this MOU or any part thereof will be recognized unless such assignment has had the prior written approval of the City, which may be granted or withheld at the sole discretion of the City. Such written approval by the City, if given, shall not relieve the PCHC of the obligations under the terms of this MOU.

15.3 Independent Contractor. PCHC understands and agrees that PCHC and its employees, agents, servants, or other personnel are not City employees. PCHC shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits or any other form of compensation or benefit to the PCHC or any of its employees, agents, servants or other personnel for the Services performed on the Property pursuant to this MOU, whether it is of a direct or indirect nature. Further in that regard, it is expressly understood and agreed that for such purposes neither PCHC nor PCHC's employees, agents, servants or other personnel performing the Services on the Property shall be entitled to any City payroll, insurance, unemployment, worker's compensation, retirement or any other benefits whatsoever.

15.4 Third Parties. It is expressly understood and agreed that enforcement of the terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties hereto, and nothing contained in this MOU shall give or allow any such claim or right of action by any other or third person or entity on such MOU. It is the express intention of the Parties hereto that any person or entity, other than the Parties to this MOU, receiving services or benefits under this MOU shall be deemed to be incidental beneficiaries only.

15.5 No Waiver Governmental Immunity. Nothing in 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 the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.

15.6 No Multi-Year Fiscal Obligation on City. This MOU is expressly made subject to the limitations of the Colorado Constitution. Nothing herein shall constitute, nor deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City Council of Pueblo, contrary to Article X, § 20 Colorado Constitution or any other constitutional, statutory or charter debt limitation. Notwithstanding any other provision of this MOU, with respect to any financial obligation of the City which may arise under this MOU in any fiscal year after 2026, in the event the budget or other means of appropriations for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure shall not constitute a default or breach of this MOU, including any sub-agreement, attachment, schedule, or exhibit thereto, by the City.

PCHC and CITY have acknowledged their understanding of, and agreement to, the mutual promises written above by executing this Agreement.

PUEBLO COMMUNITY HEALTH CENTER	CITY OF PUEBLO
By:	By:
Donald Moore, Chief Executive Officer	Heather Graham, Mayor
Date:	Date:

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 23, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Heather Graham, Mayor

SUBJECT: AN ORDINANCE AMENDING AND EXTENDING THE TERM OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF PUEBLO AND THE PUEBLO ASSOCIATION OF GOVERNMENT EMPLOYEES FOR A ONE-YEAR PERIOD COMMENCING JANUARY 1, 2027 THROUGH DECEMBER 31, 2027

SUMMARY:

Attached is a proposed amendment to the collective bargaining agreement ("Agreement") between the City of Pueblo and the Pueblo Association of Government Employees ("Union") which would extend the Agreement for calendar year 2027 and provide for no increase in the salary schedule during calendar year 2027.

PREVIOUS COUNCIL ACTION:

Pursuant to Ordinance No. 11045 approved September 22, 2025, the City entered into a collective bargaining agreement ("Agreement") with the Union for calendar year 2026. The Agreement includes a provision that allows the City to extend the contract for one successive one-year terms with wage adjustment based on the increase in the Denver CPI-w multiplied by a regional adjustment ("Wage Formula").

BACKGROUND:

The anticipated wage increases for 2027 based on the Wage Formula is approximately 1.75%. Given the current economic conditions facing the City, the City is unwilling to approve any extension of the Agreement which would provide for an increase in the salary schedule.

The amendment keeps in place the City's right to extend or not to extend the Agreement for calendar year 2028 in accordance with the Wage Formula previously agreed.

FINANCIAL IMPLICATIONS:

There shall be no increase in monthly salary schedule for calendar year 2027.

Health insurance will be determined in accordance with the Article 16 of the Agreement. The amounts will be determined prior to the end of this calendar year subject to the following requirements:

Plan design shall be determined by a majority vote of the Benefits Committee; provided, however, if no majority vote is cast or if the plan and benefits selected will result in any increase in the current premiums, the Mayor shall determine and select such plan and benefits. The City's percentage share of premiums including the current maximum dollar amount the City must contribute toward any premium ("Contribution Cap") shall be continued. The City and Union shall share equally in the costs of any premium increase approved by the Mayor, and the Contribution Cap shall be adjusted accordingly.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

If the City Council does not approve the amendment, the City would either approve the contract extension based on the Wage Formula or the parties would commence negotiations for a successor agreement and all provisions would be subject to negotiations.

RECOMMENDATION:

City Administration recommends approval of this Ordinance.

ATTACHMENTS:

1. Amendment to the Collective Bargaining Agreement between the City and the PAGE Union

ORDINANCE NO.

AN ORDINANCE AMENDING AND EXTENDING THE TERM OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF PUEBLO AND THE PUEBLO ASSOCIATION OF GOVERNMENT EMPLOYEES FOR A ONE-YEAR PERIOD COMMENCING JANUARY 1, 2027 THROUGH DECEMBER 31, 2027

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

SECTION 1.

The Amendment to the Collective Bargaining Agreement between the City of Pueblo and the Pueblo Association of Government Employees, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved and pursuant to the requirements of Section 8-14(I) of the Charter of the City of Pueblo, Colorado, is enacted as an Ordinance.

SECTION 2.

The Mayor is authorized to execute the Amendment to the Collective Bargaining Agreement in the name of the City and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 3.

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

SECTION 4.

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

Action by City Council:

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

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

AMENDMENT TO COLLECTIVE BARGAINING AGREEMENT

This Amendment to Collective Bargaining Agreement (“Amendment”) is entered into this ____ day of _____, 2026, by and between the Pueblo Association of Government Employees (“Union”) and Pueblo, a municipal corporation (“City”).

WHEREAS, City and Union are parties to a collective bargaining agreement effective January 1, 2026 through December 31, 2026 (herein “Labor Agreement”);

WHEREAS, although the City has the present option to extend the Labor Agreement for an additional one year term, the City is unwilling to approve such extension other than upon the amended terms as provided for herein.

WHEREAS, Union desires and agrees to the extension of the Labor Agreement upon such terms.

NOW THEREFOR, in consideration of the foregoing and mutual covenants contained herein, the parties agree as follows:

A. Section 15.1 of the Labor Agreement is amended to read as follows:

Section 1. WAGE INCREASES DURING CONTRACT. For calendar year 2026, wages have been approved and adjusted to provide an annual base pay percentage increase of three and twenty-five hundredths’ percent (3.25%). All such adjustments have been recognized and incorporated into the Ordinance establishing the 2026 pay levels.

For calendar year 2027, the monthly salary schedule shall remain unchanged, and the Ordinance establishing the 2027 pay levels monthly shall be the same as the Ordinance establishing the 2026 pay levels.

If, and in the event that, the City exercises its option to extend the term of this Agreement for the period January 1, 2028, through December 31, 2028, the monthly pay rate for each class, grade, step, or position of employees covered by this Agreement shall be increased over the amount set by Ordinance establishing the 2027 pay levels by an amount equal to the Regional Adjustment multiplied by the CPI Index. For purposes of the foregoing calculation, the following terms have the following meanings:

"Regional Adjustment" means the quotient obtained by dividing the 2026 average annual cost of living index for the Pueblo, CO Metro (Pueblo Urban Area) by the 2026 average annual cost of living index for the Denver- Aurora-Lakewood CO Metro (Denver Urban Area). The average annual cost of living index for each area shall be the composite index of the same name as published by the Council for Community and Economic Research (C2ER); and

"CPI Index" means the percentage increase for the period from January 2026 to January 2027 according to the following CPI index published by the United States Department of Labor's Bureau of Labor Statistics:

Population Coverage: CPI-W
Area Coverage: Denver-Aurora-Lakewood Colorado Series Items: All Items

Base Period: 1982-1984=100

B. Article 32 of the Labor Agreement is amended to read as follows:

ARTICLE 32. TERM OF AGREEMENT

This Agreement shall be effective January 1, 2026, and all of its provisions shall remain fully effective through December 31, 2027, and may be extended by the City for one successive one (1) year terms.

The decision to extend the term of this Agreement shall be made by the City Council on or before the 15th day of March 2027. The extended term shall be upon the same terms and conditions, except that wages during each extended term shall be as provided or otherwise determined pursuant to Section 15.1 of the Agreement and health insurance during each extended term shall be as provided or otherwise determined pursuant to Section 25.1 of the Agreement. If the City Council shall fail to extend the term of the Agreement as stated above, then either party may commence negotiations for a successor agreement by serving notice pursuant to the City Charter on or before April 1, 2027.

C. Miscellaneous Provisions

1. The parties stipulate, acknowledge and agree that, given the extension of the Labor Agreement agreed to herein and entered into in calendar year 2026 for calendar year 2027 and based upon the terms of this Labor Agreement as amended including but not limited to the City's discretion to approve any future extension, this Labor Agreement complies and satisfies all requirements of City Charter including but not limited to Section 18(l) which limits collective bargaining agreements to a term of not more than three years and all duties to negotiate a successor agreement for calendar year 2027 as provided in Section 8-14(m) or otherwise.

2. Each person signing this Amendment on behalf of a party represents and warrants that he or she has the requisite power and authority to enter into, execute and deliver this Amendment on behalf of such party and that this Amendment is a valid and legally binding obligation of such party enforceable against it.

Executed in Pueblo, Colorado as of the date first above written.

CITY OF PUEBLO

By: _____
Mayor

PUEBLO ASSOCIATION OF GOVERNMENT EMPLOYEES

By: _____
President

ATTEST:

City Clerk

ATTEST:

Docusign Envelope ID: 65A167B7-128B-4BF4-9E8A-810A7B56311E

City Clerk's Office Item # Q1

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: February 23, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Heather Graham, Mayor

SUBJECT: A RESOLUTION CONFIRMING THE APPOINTMENT OF BELLA TRUJILLO TO THE POSITION OF DIRECTOR OF HUMAN RESOURCES

SUMMARY:

The Mayor has appointed Bella Trujillo to the position of Director of HR and requests confirmation of said appointment by the City Council. Such appointment is based on Ms. Trujillo's education, training, experience, and fitness for the position.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Ms. Trujillo holds an associate's degree in business administration, a Bachelor of Science Degree in Business Administration with an HR Management Certification, and is a Senior Certified Professional in Public Sector HR. She has been instrumental in the City's union negotiations, labor relations, and benefits and compensation management.

Ms. Trujillo has worked for the City of Pueblo for 30 years and brings 14 years of municipal government HR experience acquired with the City of Pueblo. Ms. Trujillo has worked for the City full time since 1996 and has served as a Clerk Typist III, Court Technician, Administrative Technician, HR Analyst, and most recently the Assistant Director of Human Resources. As outlined in her application and resume, through the multiple positions she has held within Pueblo City government, she has garnered knowledge and leadership skills which will provide a strong and dependable leader for the HR Department.

Following a formal panel interview process, I believe that Ms. Trujillo has the experience and professionalism to lead this department and provide quality direction to our staff and elected officials.

Docusign Envelope ID: 65A167B7-128B-4BF4-9E8A-810A7B56311E

FINANCIAL IMPLICATIONS:

The salary and benefits of the Director of HR have been budgeted and appropriated within the 2026 budget.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

Failure to confirm the appointment of the Director of HR will result in that position remaining vacant.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. Bella Trujillo Application Redacted

Docusign Envelope ID: 65A167B7-128B-4BF4-9E8A-810A7B56311E

RESOLUTION NO. 16261

A RESOLUTION CONFIRMING THE APPOINTMENT OF BELLA TRUJILLO TO THE POSITION OF DIRECTOR OF HUMAN RESOURCES

WHEREAS, Mayor Heather Graham has requested confirmation of the City Council of the appointment of Bella Trujillo to the position of Director of Human Resources; and

WHEREAS, Bella Trujillo meets and exceeds the qualifications for the appointment of Director of Human Resources based upon her education, training and experience; NOW, THEREFORE

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment by the Mayor of Bella Trujillo as Director of Human Resources shall be and is hereby confirmed by the City Council.

SECTION 2.

The officers and staff of the City are authorized and directed to perform any and all acts consistent with this Resolution and the attached agreements which are necessary or appropriate to implement the appointment described herein.

SECTION 3.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: February 23, 2026

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

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

EMPLOYMENT APPLICATION

CITY OF PUEBLO
101 E Riverwalk
Pueblo, Colorado 81003
719-553-2635
http://www.pueblo.us/jobs

TRUJILLO, BELLA R
2601-1011 DIRECTOR OF HUMAN RESOURCES

Received: 1/18/26 05:01 PM
For Official Use Only:
QUAL:
DNQ:
☐ Experience
☐ Training
☐ Other:

PERSONAL INFORMATION

POSITION TITLE: DIRECTOR OF HUMAN RESOURCES	**EXAM ID#:** 2601-1011
NAME: (Last, First, Middle) TRUJILLO, BELLA R	**SOCIAL SECURITY NUMBER:** [redacted]
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [redacted]	**EMAIL ADDRESS:** btrujillo@pueblo.us
HOME PHONE: [redacted]	
DRIVER'S LICENSE: ■ Yes ☐ No	**DRIVER'S LICENSE:** **State:** CO **Number:** [redacted]
LEGAL RIGHT TO WORK IN THE UNITED STATES? ■ Yes ☐ No	
What is your highest level of education? Bachelors Degree	

PREFERENCES

Nothing Entered For This Section

EDUCATION

DATES:	**SCHOOL NAME:** University of Phoenix	
LOCATION:(City, State/Province) Phoenix, Arizona	**DID YOU GRADUATE?** ■ Yes ☐ No	**DEGREE RECEIVED:** Bachelors
MAJOR: Business Administration w/HR Mgmt Cert		**UNITS COMPLETED:** 120- Quarter
DATES:	**SCHOOL NAME:** Pueblo South High	
LOCATION:(City, State/Province) Pueblo, Colorado	**DID YOU GRADUATE?** ■ Yes ☐ No	**DEGREE RECEIVED:** High School Diploma
DATES:	**SCHOOL NAME:** Pueblo Community College	
LOCATION:(City, State/Province) Pueblo, Colorado	**DID YOU GRADUATE?** ■ Yes ☐ No	**DEGREE RECEIVED:** Associates
MAJOR: Business / Legal Office		
DATES:	**SCHOOL NAME:** CSU-Pueblo	
LOCATION:(City, State/Province) Pueblo, Colorado	**DID YOU GRADUATE?** ☐ Yes ■ No	**DEGREE RECEIVED:** No Degree
MAJOR: Business Administration		**UNITS COMPLETED:** 61- Semester

WORK EXPERIENCE

DATES: From: 4/2019 To: 1/2026	**EMPLOYER:** City of Pueblo Human Resources Department	**POSITION TITLE:** Asst Director of Human Resources
ADDRESS: (Street, City, State/Province, Zip/Postal Code) 301 West B Street, Pueblo, Colorado, 81003		
PHONE NUMBER: 719-553-2600	**SUPERVISOR:** Marsa Pacheco - Director of Human Resources	**MAY WE CONTACT THIS EMPLOYER?** ■ Yes ☐ No
HOURS PER WEEK: 40	**# OF EMPLOYEES SUPERVISED:** 6	

DUTIES:
Principal assistant to the Director of Human Resources which includes assisting in planning, organizing, and directing activities of the Human Resources Department. Provides oversight of a wide variety of Human Resources functions and serves as the Acting Director in the absence of the Director. Provides comprehensive assistance in developing, implementing, and monitoring City policies/procedures and provides recommendations. Develops, manages, and administers the City's benefits program, as well as establishes, develops, and maintains relationships with outside vendors. Oversees the City's retirement programs, including the Old Hire Fire and Old Hire Police plans. Administers the self-insured permit for workers compensation. Serves on the negotiating team for a 4 bargaining units within the City of Pueblo. Supervises professional technical staff. Handles employee complaints, conducts investigations, and provides recommendations regarding labor relations issues and concerns. Manages and maintains the City's HRIS system.

REASON FOR LEAVING:
Still Employed

DATES: From: 5/2011 To: 4/2019	**EMPLOYER:** City of Pueblo - Human Resources Department	**POSITION TITLE:** HR Analyst

ADDRESS: (Street, City, State/Province, Zip/Postal Code) 301 West B Street, Pueblo, Colorado, 81003		**COMPANY URL:** www.pueblo.us
PHONE NUMBER: 719-553-2633	**SUPERVISOR:** Marisa Pacheco - Director of Human Resources	**MAY WE CONTACT THIS EMPLOYER?** ■Yes □No
HOURS PER WEEK: 40	**# OF EMPLOYEES SUPERVISED:** 2	

DUTIES:
Developed, maintained, and executed ongoing HR programs to include hiring, onboarding, classification/compensation, workforce forecasting and budgeting assistance, staff development, personnel policies & procedures, records/forms & HR information systems, Family Medical Leave Act (FMLA) program administration, and employee relations assistance. Was also responsible for developing, maintaining and providing training programs to City management and staff in Human Resource areas. Provided support to other personnel in the Human Resource department including grievance/complaint investigation, benefit/loss control administration, organizational structures/planning, workforce planning & employment, human resource development, employer/employee relations, and other activities as required.

REASON FOR LEAVING:
Promoted to Asst Director of Human Resources

DATES: From: 4/2000 To: 5/2011	**EMPLOYER:** City of Pueblo - Bureau of Public Works	**POSITION TITLE:** Administrative Technician
ADDRESS: (Street, City, State/Province, Zip/Postal Code) 211 East D Street, Pueblo, Colorado, 81003		**COMPANY URL:** www.pueblo.us
PHONE NUMBER: (719) 553-2295	**SUPERVISOR:** Earl Wilkinson - Director of Public Works	**MAY WE CONTACT THIS EMPLOYER?** ■Yes □No
HOURS PER WEEK: 40	**# OF EMPLOYEES SUPERVISED:** 3	

DUTIES:
Assisted with the administration of the financial portion of capital construction projects, processed revocable permit applications, administered demolitions of unsafe structures, wrote and prepared resolutions/ordinances for City Council, maintained residential and commercial escrow deposit account, authorized the issuance of residential building permits and certificates of occupancy, issued concrete permits and maintained data base, made travel arrangements, processed payroll for and maintained leave accrual balances and personnel actions for up to 60 employees, ordered all office/operating supplies and equipment.

REASON FOR LEAVING:
Promotional opportunity

DATES: From: 3/1998 To: 3/2000	**EMPLOYER:** City of Pueblo - Municipal Court	**POSITION TITLE:** Court Technician
ADDRESS: (Street, City, State/Province, Zip/Postal Code) 140 Central Main, Pueblo, Colorado, 81003		
PHONE NUMBER: (719) 562-3810	**SUPERVISOR:** Marge Sanchez - Court Administrator	**MAY WE CONTACT THIS EMPLOYER?** ■Yes □No
HOURS PER WEEK: 40	**# OF EMPLOYEES SUPERVISED:** 0	

DUTIES:
Ticket preparation and computer entry for municipal offenses, ticket disposition, customer service, cash handling, scheduling of court dates (trials, pre-trials, jury trials), issue Show Causes, distribute mail, process payments, answer multi-line phones.

REASON FOR LEAVING:
promotion

DATES: From: 1/1996 To: 2/1998	**EMPLOYER:** City of Pueblo - Municipal Court	**POSITION TITLE:** Clerk Typist III
ADDRESS: (Street, City, State/Province, Zip/Postal Code) 140 Central Main, Pueblo, Colorado, 81003		
PHONE NUMBER: (719) 562-3810	**SUPERVISOR:** Marge Sanchez - Court Administrator	**MAY WE CONTACT THIS EMPLOYER?** ■Yes □No
HOURS PER WEEK: 40	**# OF EMPLOYEES SUPERVISED:** 0	

DUTIES:
Customer service, cash handling, answer multi-line phones, distribute mail, schedule court dates.

REASON FOR LEAVING:
promotion

CERTIFICATES AND LICENSES

Nothing Entered For This Section

Skills

Nothing Entered For This Section

ADDITIONAL INFORMATION

Nothing Entered For This Section

REFERENCES

Nothing Entered For This Section

Agency-Wide Questions

1. **Are you a relative of the Mayor or any Department Director of the city? Relative means domestic partner and any person related by blood, current marriage (in-law), step or adoption, in any of the following degrees: parent, spouse, children, brothers, sisters, nephews, nieces, aunts, uncles, first cousins, grandparents and grandchildren. A current listing of the Mayor and Department Directors is available at https://www.pueblo.us/2173/City-Departments.**

   No

2. **Employment History. Did you account for the last ten years of your employment history on your application? Note: You must complete the work history section of your application. A resume may be attached as a supplement only.**

   Yes

Job Specific Supplemental Questions

1. Indicate your highest level of completed education. Note: Your application will be rejected if a copy of your highest level of completed education is not attached (i.e. transcripts/diploma showing you graduated from high school or were awarded a(n) associate's, bachelor's, master's, or doctorate degree)

Bache or s Degree

2. Does your Bachelor's or Master's Degree (from an accredited college or university) specialize in Public Administration, Human Resources or related field (with specific coursework in management)?

My Degree s n a re ated f e d.

3. If your degree is not in the fields of public administration, or human resources, please explain what course work you have had or why you feel it is related to them.

My degree s n Bus ness Adm n strat on w th a Profess ona Cert f cate n Human Resources Management

4. This position requires seven (7) years of progressively responsible experience in human resources. Please indicate your years of progressively responsible experience in human resources.

10 or More Years

5. Please explain your qualifying human resources experience. (For clarity, please include job title and dates in the explanation of qualifying experience.)

I have worked for C ty of Pueb o Human Resources s nce 2011. I was an HR Ana yst from 2011 unt Apr 2019 when I was promoted to Asst D rector of Human Resources.

6. This position also requires five (5) years of experience in a senior level position within a municipal government. Please indicate your years of qualifying experience.

6 Years

7. Please explain your qualifying experience in senior level positions within a municipal government.

I have served as the Asst D rector of Human Resources for 6 years, 9 months. Th s pos t on s second n command and regu ar y assumes the dut es of the D rector when the D rector s out or unava ab e.

The fo ow ng terms were accepted by the app cant upon subm tt ng the on ne app cat on:

By c ck ng on the Accept button, I hereby cert fy, under pena ty of perjury, that th s app cat on was comp eted by me, conta ns no m srepresentat on or fa s f cat on, and that a entr es on t, and nformat on n t are true, accurate and comp ete to the best of my know edge and be ef. Further, I understand and attest that:

- th s comp eted app cat on s the property of the C ty of Pueb o.
- I g ve the C ty of Pueb o or des gnee(s) perm ss on to ver fy any nformat on regard ng my app cat on.
- I may be requ red to ver fy any and a nformat on g ven on th s app cat on and the C ty of Pueb o may contact pr or emp oyers and other references.
- shou d an nvest gat on at any t me revea m srepresentat on or fa s f cat on, my app cat on may be rejected, my name removed from the cand date reg ster, and f I have been appo nted to a pos t on from such reg ster that I may be d sm ssed from C ty serv ce, and be d squa f ed from app y ng n the future for any pos t on under the jur sd ct on of the Pueb o C v Serv ce Comm ss on.
- I w have to produce documentat on ver fy ng dent ty and emp oyment e g b ty n the U.S.
- I must not fy the C ty of Pueb o C v Serv ce Comm ss on of any changes n my name, address, or phone number.
- for both adm n strat ve and f nanc a reasons, the C ty of Pueb o requ res d rect depos t payment for a payro checks. Un ess an exempt on s author zed, my regu ar month y net pay w be depos ted e ectron ca y on the regu ar y schedu ed pay day.

Th s app cat on was subm tted by BELLA R TRUJILLO on 01/18/26 05:01 PM

Signature

Date

BELLA TRUJILLO
[redacted]

January 18, 2026

Mayor Heather Graham
City of Pueblo
1 City Hall Place
Pueblo, CO 81003

Re: Director of Human Resources Position

Dear Mayor Graham:

Please accept this letter as my interest in filling the position of Director of Human Resources. I believe I can meet your expectations for this position. I have been employed by the City of Pueblo for 30 years, I have worked in HR for 14 years and have served as the Assistant Director for almost 7 years. During my tenure with the City, I have served in several different roles which has provided me with a thorough knowledge of the day to day functions of the City. I am familiar with procurement procedures, financial processes, budging constraints and personnel issues related to operations and have successfully completed related tasks on a daily basis.

I regularly interact with multiple outside agencies, vendors, and regulatory bodies and have established professional working relationships on behalf of the City. I also have a good rapport with City Department Heads, Union Leadership, and employees.

I am a proven employee that is very dedicated to the City of Pueblo. Due to my extensive experience with the City, I maintain a vast amount of institutional knowledge that would be of an extreme benefit to your operations.

I appreciate your consideration.

Respectfully,

Bella Trujillo

BELLA TRUJILLO

[redacted]

[redacted]

Pueblo, CO 81005

PROFESSIONAL SUMMARY

Dynamic HR professional with expertise in employee relations, organizational development, and compliance. Proven track record of enhancing workplace culture and streamlining HR processes to drive engagement and operational efficiency.

Experienced leader with strong background in guiding teams, managing complex projects, and achieving strategic objectives by developing efficient processes, ensuring high standards, and aligning efforts with organizational goals.

SKILLS

- Human Resources Operations
- Benefits and Compensation Management
- Labor Relations
- Union Negotiations
- Employment Law
- Onboarding processes
- Employee relations
- Organizational development
- Supervise team of 6
- Employee counseling

EDUCATION

University of Phoenix
Phoenix, OR • 06/2016

Bachelor of Science: Business Administration And HR Management

CERTIFICATIONS

- Sr. Certified HR Professional - Public Sector HR Association (PSHRA)

WORK HISTORY

City of Pueblo Human Resources - Assistant Director of Human Resources

Pueblo, CO • 04/2019 - Current

- Serves as the Director of Human Resources when Director is out of the office or unavailable.
- Ensures compliance with federal, state, and local employment laws through regular policy reviews and updates.
- Develops and implements HR policies to enhance employee engagement and compliance.
- Testifies at personnel-related hearings, investigations and meetings and provided information to assist legal defense for EEOC, employment claims and lawsuits.
- Conducts thorough workplace investigations in response to employee complaints or disputes, maintaining confidentiality throughout the process.
- Leads training programs to improve staff capabilities and foster professional development.
- Collaborates with department heads to identify staffing needs and strategic workforce planning.
- Conducts performance evaluations to ensure alignment with organizational goals and employee growth.
- Analyzes HR metrics to drive decision-making and optimize operational efficiency.
- Leads, supervises, guides and trains departmental staff and provides general oversight of employment, payroll and record keeping functions.
- Manages benefits administration and workers' compensation, ensuring accurate enrollment and timely processing of claims.
- Implemented, manages and maintains HRIS system.

City of Pueblo Human Resources - HR Analyst
Pueblo, CO • 05/2011 - 04/2019

- Analyzed HR data to identify trends and inform strategic decision-making.
- Developed and implemented employee engagement surveys to enhance workplace culture.
- Streamlined onboarding processes, improving new hire integration efficiency.
- Collaborated with department heads to align talent acquisition strategies with organizational goals.
- Conducted compensation analysis to ensure market competitiveness and internal equity.
- Reviewed and updated HR policies to reflect legal requirements and industry best practices.
- Ensured compliance with labor laws, conducting regular audits of HR policies, procedures, and documentation.
- Efficiently administered benefits programs to include FMLA and ADA by maintaining accurate records and liaising with external vendors as required.
- Contributed to overall business strategy discussions, leveraging HR expertise to inform key organizational decisions and drive performance.
- Assisted with writing job postings and job descriptions for boards.
- Developed and implemented onboarding and orientation programs for new employees.

City of Pueblo City Manager's Office - Acting Assistant City Manager
Pueblo, CO • 11/2011 - 06/2012

- Liaison between City Council and City Manager's Office for specific district projects and priorities.
- Led cross-departmental initiatives to enhance community engagement and service delivery.
- Developed strategies for budget management, ensuring alignment with city objectives and resource allocation.
- Streamlined communication between city departments, improving project collaboration and efficiency.
- Represented City and interests with community organizations, government agencies and general public.
- Assisted in the oversight of City projects, ensuring timely completion and proper resource allocation.
- Collaborated with various departments to improve overall City services and address community needs.
- Conducted thorough analyses of City policies, recommending updates and improvements as needed.
- Coordinated efforts between local agencies and community organizations, promoting effective partnerships for mutual benefit.

City of Pueblo Public Works - Administrative Technician
Pueblo, CO • 04/2000 - 05/2011

- Streamlined office operations by implementing efficient filing systems and optimizing document retrieval processes.
- Coordinated scheduling for executives, ensuring effective communication and timely completion of appointments.

- Oversaw project timelines, ensuring adherence to deadlines and alignment with organizational goals.
- Implemented process improvements that increased administrative efficiency and reduced operational bottlenecks.
- Provided excellent customer service through prompt response to inquiries, fostering strong client relationships.
- Administered payroll processing and accounts payable accurately and efficiently.
- Organized travel arrangements for staff members, ensuring seamless itineraries and accommodations for business trips.
- Collaborated with the HR department to maintain accurate employee records, facilitate performance evaluations, enter personnel actions, and report workers' compensation claims.
- Assisted coworkers and staff members with special tasks on daily basis.

City of Pueblo Municipal Court - Court Technician
Pueblo, CO • 03/1998 - 03/2000

- Assisted in managing case files and documentation for timely processing.
- Supported courtroom procedures by coordinating scheduling, equipment setup, and maintenance.
- Recorded Court dispositions for all daily dockets.
- Trained new staff on court protocols and technology usage for improved workflow.
- Increased customer satisfaction with prompt and knowledgeable support for various technical issues.

City of Pueblo Municipal Court - Clerk Typist
Pueblo, CO • 01/1996 - 02/1998

- Processed court documents ensuring accuracy and compliance with legal standards.
- Maintained organized filing systems to facilitate efficient access to case information.
- Assisted in the preparation of court schedules, optimizing resource allocation and time management.
- Implemented file tracking procedures, improving retrieval times for case files and documentation.
- Increased operational efficiency through proficient use of office equipment such as printers, copiers, scanners, and computers.
- Delivered exceptional customer service when interacting with clients, addressing their needs promptly, and professionally.
- Maintained a high level of confidentiality when handling sensitive information, ensuring the privacy of clients and colleagues alike.
- Answered and routed incoming calls and took messages when personnel were unavailable.
- Organized and prioritized proofreading, spell checking, document filing and data entry.

pshra®

THIS CERTIFIES THAT

Bella Trujillo

has successfully demonstrated the knowledge and expertise required by the **Public Sector HR Association (PSHRA)** to earn the designation of

Senior Certified Professional

Cara Woodson Welch

CARA WOODSON WELCH, CEO

12/09/2024
ISSUED

12/31/2027
EXPIRES

University of Phoenix

presents with honor to

Bella Rene Trujillo

the Professional Certificate for the completion of coursework required in

Human Resource Management (Undergraduate)

In witness whereof, the seal of the University and the signatures as authorized by the Board of Trustees, University of Phoenix, are hereunto affixed, this thirtieth day of November, in the year two thousand fifteen.

University of Phoenix

Chairman, Board of Trustees

Timothy P. Hobbs

President

University of Phoenix

Upon the recommendation of the Faculty,
University of Phoenix does hereby confer upon

Bella R Trujillo

the degree of

Bachelor of Science in Business

with all the rights, honors and privileges thereunto appertaining.

In witness whereof, the seal of the University and the signatures as authorized by the Board of Trustees, University of Phoenix, are hereunto affixed, this thirtieth day of June, in the year two thousand sixteen.

Chairman, Board of Trustees

University of Phoenix

Timothy S. Hall

President

Docusign Envelope ID: 65A167B7-128B-4BF4-9E8A-810A7B56311E

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: February 23, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Dianne Danti, Councilor
Selena Ruiz-Gomez, Councilor

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2026 GENERAL FUND BUDGET TO PUEBLO CHILD ADVOCACY CENTER IN THE AMOUNT OF $2,000 TO SPONSOR THE 2026 BLUE TIE GALA 40TH ANNIVERSARY CELEBRATION FROM 5:00 PM AT THE PUEBLO CONVENTION CENTER, ON APRIL 10TH, 2026

SUMMARY:

Attached for consideration is a request for support of Pueblo Child Advocacy Center in the amount of $2,000 to sponsor the 2026 Blue Tie Gala 40th Anniversary Celebration from 5:00 PM at the Pueblo Convention Center, on April 10th, 2026.

PREVIOUS COUNCIL ACTION:

Council supported the Blue Tie Gala in 2024 and 2022 for $1,200, and their April Campaign in 2023 for $1,000.

BACKGROUND:

City Council Members Dianne Danti and Selena Ruiz-Gomez are requesting $2,000 to sponsor Pueblo Child Advocacy Center's 2026 Blue Tie Gala 40th Anniversary Celebration. The event will take place on April 10th, 2026 5:00 PM at the Pueblo Convention Center. This sponsorship tier includes 10 tickets to the event.

The Pueblo Child Advocacy Center’s mission is to provide prevention education and a safe, child-centered environment for the investigation of child abuse. Guided by their vision of empowering children and strengthening families by reducing trauma and restoring hope, they work to ensure that every child is treated with dignity, compassion, and respect. Through a coordinated, trauma-informed approach, they bring together law enforcement, child protection, medical, and mental health professionals to minimize re-traumatization and improve outcomes for children. Their goals are to protect children,

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reduce the long-term effects of abuse, strengthen families through access to supportive resources, and educate the community on prevention, recognition, and reporting, creating a safer and more informed Pueblo for all children.

Sponsorship funds will be used to support event expenses such as venue costs, catering, audiovisual needs, and materials. Funds raised at the gala will be used to fund their programs providing prevention education, trauma-informed services, and intervention for children who have experienced abuse in a safe, child-centered environment while honoring their 40 years of service to our community.

FINANCIAL IMPLICATIONS:

Payment of funds in the amount of $2,000 would be paid from the Council Contingencies Account in the 2026 General Fund Budget to Pueblo Child Advocacy Center.

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 Selena Ruiz-Gomez.

ATTACHMENTS:

1. Sponsorship Request Packet - Pueblo Child Advocacy Center - Blue Tie Gala
2. SOS - Pueblo Child Advocacy Center - 1.28.26
3. 2026 Contingencies (Council) Pueblo Child Advocacy Center - Blue Tie Gala

Docusign Envelope ID: 65A167B7-128B-4BF4-9E8A-810A7B56311E

RESOLUTION NO. 16262

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2026 GENERAL FUND BUDGET TO PUEBLO CHILD ADVOCACY CENTER IN THE AMOUNT OF $2,000 TO SPONSOR THE 2026 BLUE TIE GALA 40TH ANNIVERSARY CELEBRATION FROM 5:00 PM AT THE PUEBLO CONVENTION CENTER, ON APRIL 10TH, 2026

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of $2,000 from the Council Contingencies Account in the 2026 General Fund Budget is authorized to be paid to Pueblo Child Advocacy Center to sponsor the 2026 Blue Tie Gala 40th Anniversary Celebration from 5:00 PM at the Pueblo Convention Center, on April 10th, 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 23, 2026

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff B7A4F51823AB402...
PRESIDENT OF CITY COUNCIL

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

Sponsorship Request

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

Requestor Name	Jennifer Chavez
Date	01/28/2026
Requestor Phone	[redacted]
Requestor Email	[redacted]
Business/Organization Name	Pueblo Child Advocacy Center
Organization Website	https://www.pueblocac.org/
Please share your business or organizations mission/goals	The Pueblo Child Advocacy Center's mission is to provide prevention education and a safe, child-centered environment for the investigation of child abuse. Guided by our vision of empowering children and strengthening families by reducing trauma and restoring hope, we work to ensure that every child is treated with dignity, compassion, and respect. Through a coordinated, trauma-informed approach, we bring together law enforcement, child protection, medical, and mental health professionals to minimize re-traumatization and improve outcomes for children. Our goals are to protect children, reduce the long-term effects of abuse, strengthen families through access to supportive resources, and educate the community on prevention, recognition, and reporting, creating a safer and more informed Pueblo for all children.
Sponsorship request for	Event
Requested Amount	$5,000
Describe how contribution will be used	The $5,000 contribution will be used to support the Pueblo Child Advocacy Center's 40th Anniversary Gala Celebration, which raises critical funds to sustain our advocacy, prevention, and intervention services for children who have experienced abuse. Funds will help offset event expenses such as venue costs, catering, audiovisual needs, and materials that highlight our mission and impact, ensuring a successful and meaningful community event. By supporting this milestone celebration, the City of Pueblo's contribution will directly strengthen our ability to continue providing a safe, child-centered environment, prevention education, and trauma-informed services while honoring 40 years of service to children and families in our community.
Event Title	Blue Tie Gala 40th Anniversary Gala Celebration
Event Date	04/10/2026
Event Time	5:00 PM (MST)

Event Location	The Pueblo Convention Center, 320 Central Main St Pueblo, CO 81003
Admission to this event is	Paid
IF PAID IS SELECTED Cost of Admission	$125
Event Description:	The Pueblo Child Advocacy Center's 40th Anniversary Gala Celebration is a community fundraising and awareness event honoring four decades of service to children and families affected by abuse in Pueblo County. The event brings together community leaders, supporters, and partners for an evening that highlights the impact of our work, shares stories of hope and resilience, and recognizes the collaboration that makes our mission possible. Proceeds from the gala directly support our advocacy, prevention education, and trauma-informed services, ensuring we can continue to provide a safe, supportive environment for children while strengthening families and restoring hope in our community.
Does your organization hold multiple events per year?	No
Sponsorship Benefits	Sponsorship of the Pueblo Child Advocacy Center's 40th Anniversary Gala provides meaningful recognition while demonstrating a commitment to protecting children and strengthening families in our community. Sponsors receive visibility among community leaders, businesses, and supporters through event signage, printed and digital materials, and acknowledgments during the program. Sponsorship also includes opportunities for guest seating and engagement at the event, allowing partners to connect directly with community stakeholders. Most importantly, sponsorship reflects a shared investment in child abuse prevention, trauma-informed care, and the continued success of programs that create safer, healthier futures for Pueblo's children.
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?	The Department of Human Services, Pueblo Police Department, Pueblo County, United Health at Parkview Medical Center, CommonSpirits at St. Mary Corwin and businesses and individual who purchase tickets.
What population(s) does your organization primarily serve? (multi select)	• Youth • Families • Persons with disabilities
How many individuals did your organization serve last year?	More than 300 victims and their non-offending caregivers.
Please upload supporting documents such as sponsorship request letter, event flyer etc.	Cover Letter 2025 (8.5 x 11 in).pdf BTG Sponsorship Packages 2026.pdf

Payment Details

Make check payable to	Pueblo Child Advocacy Center

Address	301 W 13th Street Pueblo, CO 81003
Phone Number	719-583-6332

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**

Empower children and strengthen families by reducing trauma and restoring hope.

ACCREDITED MEMBER OF National Children's Alliance®

301 W 13th Street, Pueblo, CO 81003 | www.pueblocac.org | (719) 583-6332

Dear City of Pueblo Sponsorship Committee,

On behalf of the Pueblo Child Advocacy Center, we respectfully request your support through a $5,000 sponsorship for The Blue Tie Gala: 40th Anniversary Gala Celebration. This milestone event honors 40 years of dedicated service to children and families impacted by abuse and neglect.

PCAC's mission is to provide prevention education and a safe, child-centered environment for the investigation of child abuse, guided by our vision of empowering children and strengthening families by reducing trauma and restoring hope. We are proud to be the only Child Advocacy Center in Southern and Southeastern Colorado, the first CAC established in Colorado, and the sixth in the nation. For four decades, we have provided these critical services at no cost to the families we serve, ensuring access to care, advocacy, and healing regardless of financial circumstance.

The Blue Tie Gala will bring together community leaders, partners, and supporters to celebrate this legacy, highlight the impact of our work, and raise essential funds to sustain our advocacy services, prevention education, and trauma-informed programs. Proceeds from the event directly support children and families during some of the most difficult moments of their lives.

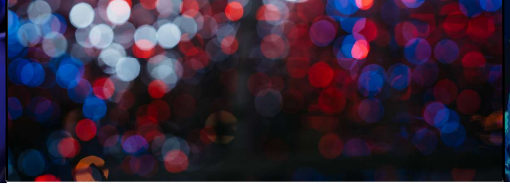
A sponsorship from the City of Pueblo would demonstrate a strong commitment to the safety and well-being of our community's children. Your support will help offset key event expenses, allowing more funds raised to go directly toward services. The City will be recognized through event signage, printed and digital materials, and acknowledgments during the program, reflecting your leadership in protecting and supporting Pueblo's children.

We would be honored to partner with the City of Pueblo in celebrating this historic milestone and in continuing our shared commitment to building a safer, stronger community.

Sincerely,

Jennifer Chavez

Jennifer Chavez
Executive Director
Pueblo Child Advocacy Center



BLUE TIE GALA

SPONSORSHIP PACKAGES

Welcome to the Blue Tie Gala honoring the 40th anniversary of the Pueblo Child Advocacy Center — a beacon of support, healing, and justice for children and families in our community

Hero

- 10 seats at Gala dinner
- Preferred venue seating
- Tabletop logo recognition on table
- Visible branding on social media and events material
- Recognition from stage during event
- Logo spotlight at Gala

Investment $3,000

Deposit now to secure your sponsorship: $300
Balance due before March 2026: $2,700

Advocate

- 10 seats at Gala dinner
- Preferred venue seating
- Tabletop logo recognition on table
- Visible branding on social media and events material
- Recognition from stage during event

Investment $2,000

Deposit now to secure your sponsorship: $200
Balance due before March 2026: $1,800

Champion

Our **Champion Package** is built to give sponsors the best return on investment through premium exposure and meaningful engagement. It's the perfect choice for maximizing visibility while supporting a powerful cause.

- 2 Tables of 10 at the Gala dinner
- Premier venue seating
- Tabletop logo recognition on table
- Visible branding on social media and event materials
- Recognition from stage during event
- Logo spotlight at Gala
- Logo on invitation (mailed February 2026

Investment $4,500

Deposit now to secure your sponsorship: $450
Balance due before March 2026: $4,050

Table Reservations

- *10 seat at Gala dinner*
- *Best seats available at time of deposit*
- *Tabletop recognition on table*

Investment $1,250

- *8 seat at Gala dinner*
- *Best seats available at time of deposit*
- *Tabletop recognition on table*

Investment $1,110

Deposit now to secure your table of 10: $125
Balance due before March 2026: $1,250
Deposit now to secure your table of 8: $110
Balance due before March 2026: $1,000

Combine one or more sponsorship packages and dinner reservations to get just what you want

From:

Business name:_____

Business contact:_____

Business address:_____

RESERVE: (CHECK ALL THAT APPLY)
Sponsorship packages:
□ Champion Sponsor
□ Hero Sponsor
□ Advocate sponsor
TABLE RESERVATIONS ONLY:
□ Corporate table for 10
□ Corporate table for 8

Check enclosed
$_____
Send payment to:
Pueblo Child Advocacy Center
301 W 13th Street
Pueblo, CO 81003

Memo: PCAC Blue Tie Gala

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

PUEBLO CHILD ADVOCACY CENTER, INC.

is a

Nonprofit Corporation

formed or registered on 12/12/1986 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19871700927 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 01/26/2026 that have been posted, and by documents delivered to this office electronically through 01/28/2026 @ 09:25:45 .

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 01/28/2026 @ 09:25:45 in accordance with applicable law. This certificate is assigned Confirmation Number 18140632 .

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
2/23/26	Pueblo Child Advocacy Center - Blue Tie Gala		$ 2,000.00		$ 78,700.00
					$ 78,700.00
					$ 78,700.00

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City Clerk's Office Item # R1

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 23, 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-

Docusign Envelope ID: 2CBE7BA7-E8F8-46DD-B64A-8039070E41FA

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

Docusign Envelope ID: 2CBE7BA7-E8F8-46DD-B64A-8039070E41FA

ORDINANCE NO. 11119

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,

Docusign Envelope ID: 2CBE7BA7-E8F8-46DD-B64A-8039070E41FA

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 February 09, 2026.

Final adoption of Ordinance by City Council on February 23, 2026.

DocuSigned by:
Mark Aliff
B7A4F51823AB462...
President of City Council

Docusign Envelope ID: 2CBE7BA7-E8F8-46DD-B64A-8039070E41FA

Action by the Mayor:

☐ Approved on 02/24/2026.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:

_____

3A85950B7BCA462...

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____

President of City Council

ATTEST

Signed by:

Vincent Petkosek

_____

330F90D300E24F8...

Deputy 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. _____.

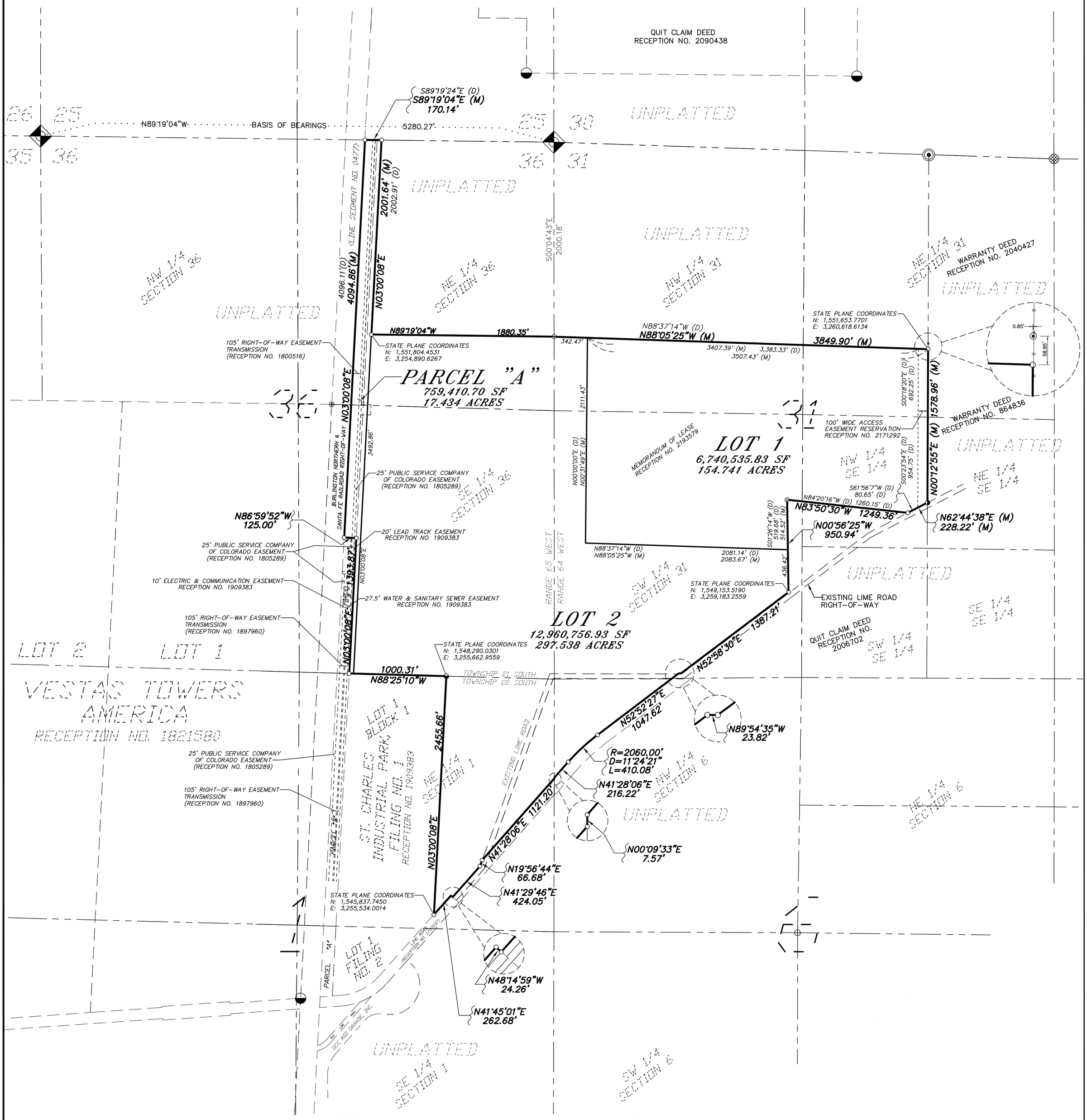
This is to certify that the plat of ST. CHARLES INDUSTRIAL PARK, FILING NO. 4 has been approved for recording in the office of the Pueblo County Clerk and Recorder of Pueblo County, Colorado.

_____ _____
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

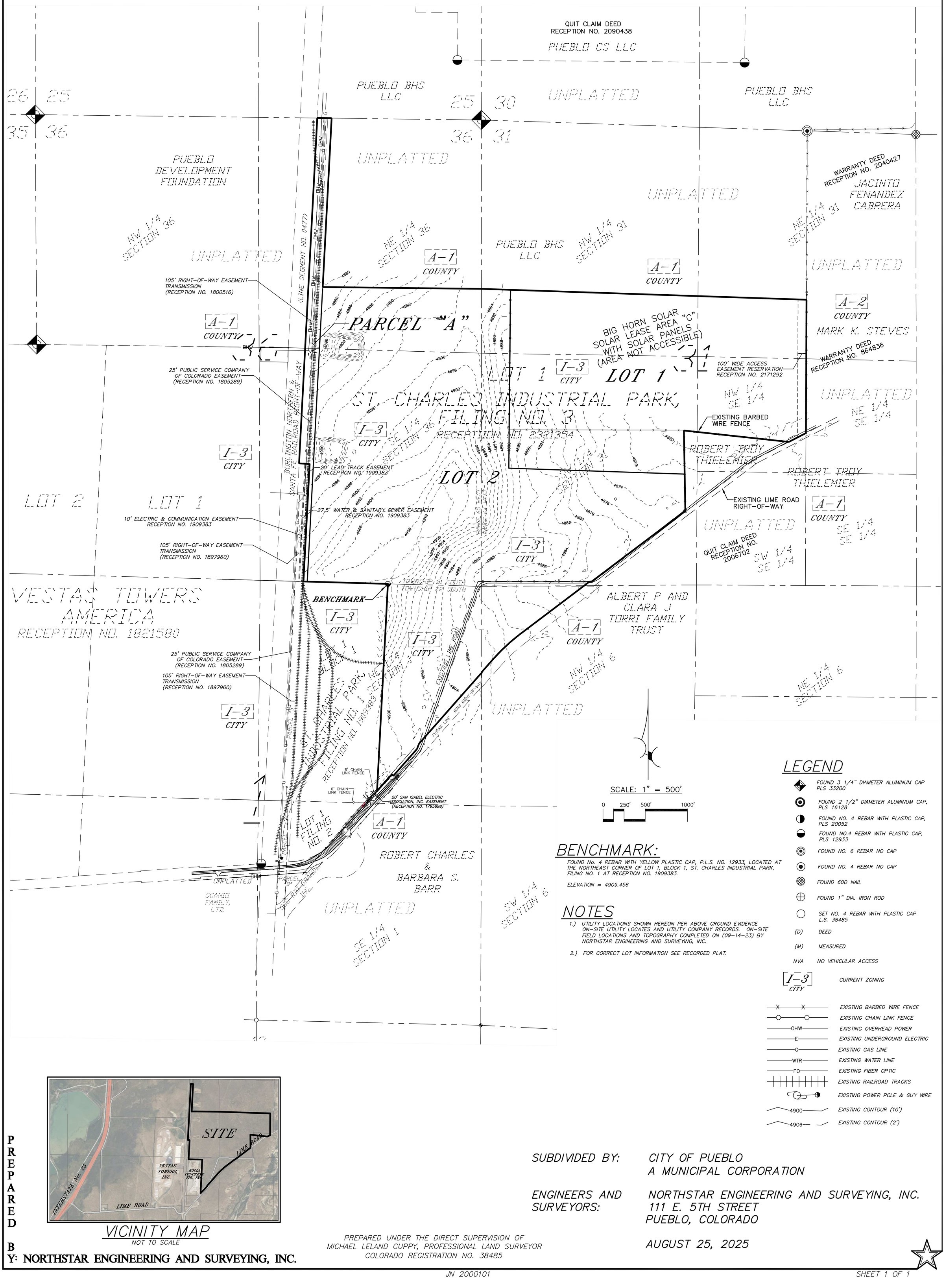
PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

JN 2000102

SHEET 2 OF 2

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



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.

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
- [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')

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:

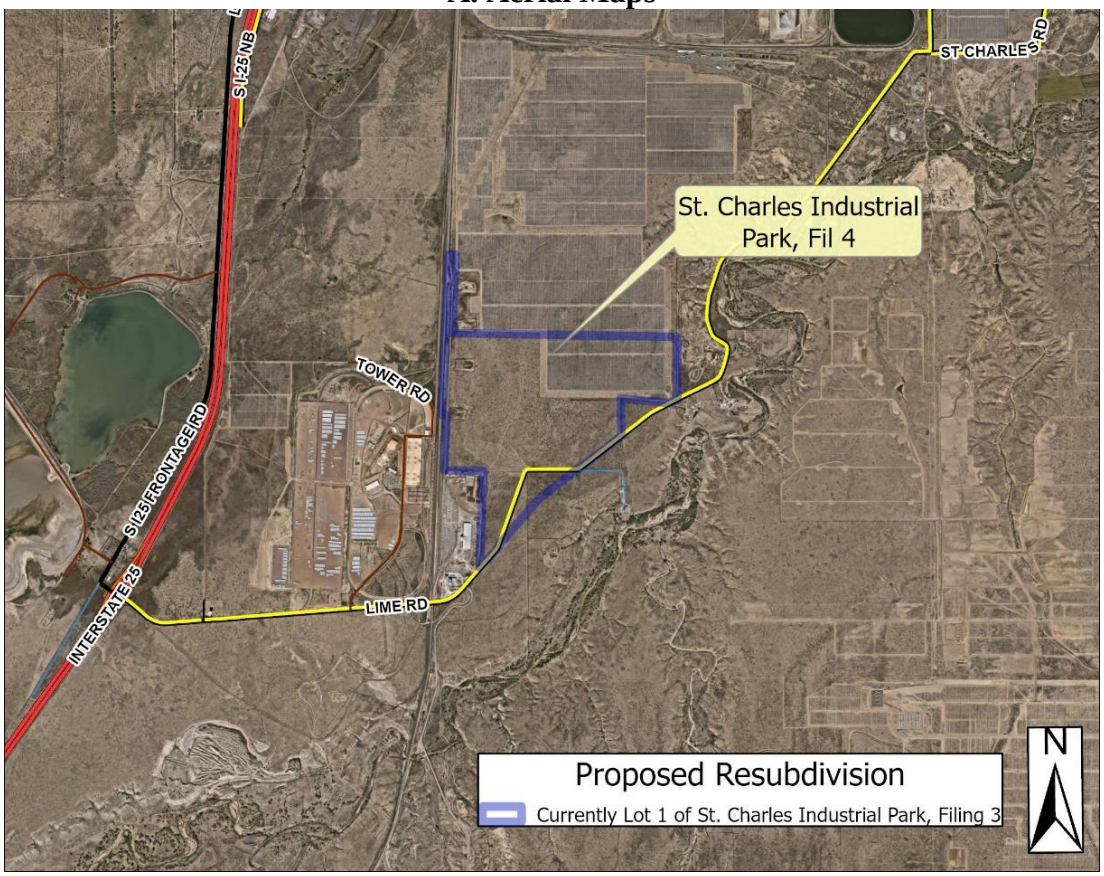
• Black Hills Energy	No comment
• CDOT	Please see the attached letter from Kimberly Blanchard, CDOT R2 Access Management Trainee.
• City Fire Department	No comment
• City Law Department	No comment
• City Parks and Recreation Department	No comment
• City Public Works	No comment
• City Stormwater	Please see the attached redlined plat and SW Memo from Noah Stamm, Stormwater Coordinator

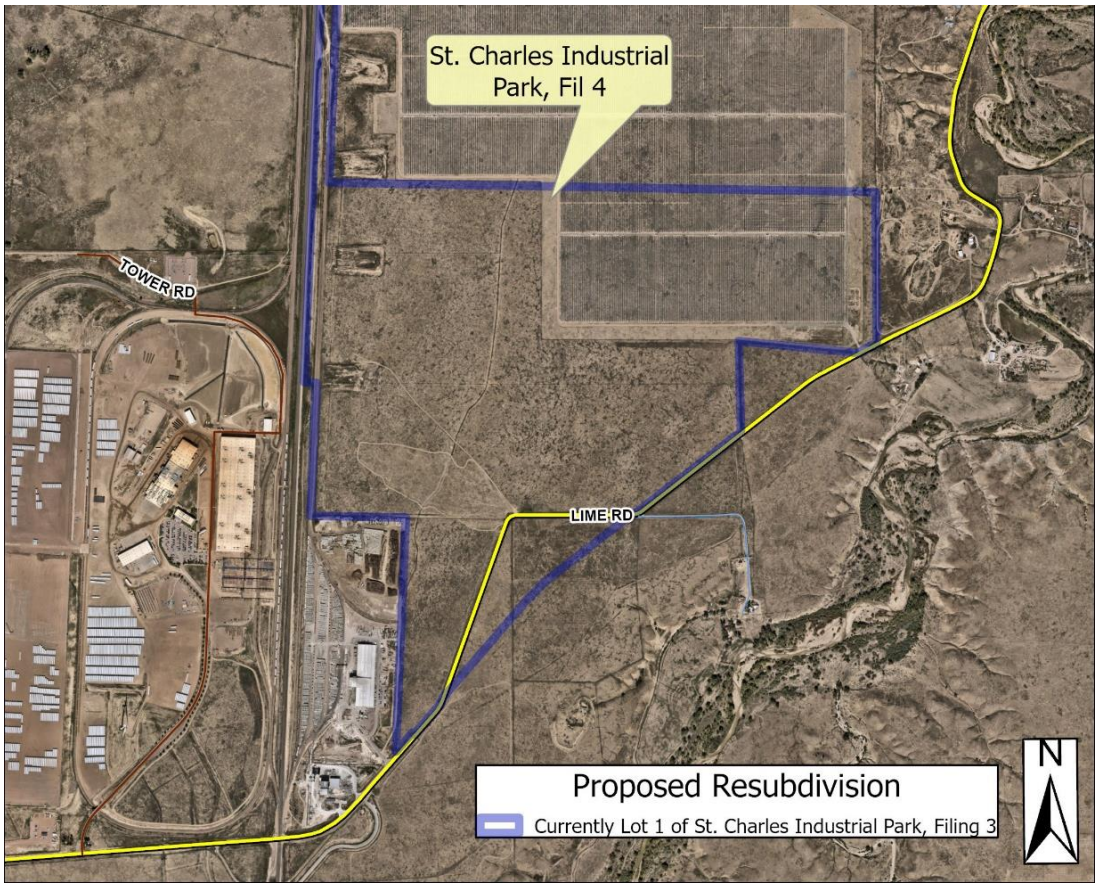
- City Transportation — No comment
- City Wastewater — No comment
- Pueblo Regional Building Department — No comment
- Xcel Energy — No comment

ATTACHMENTS:

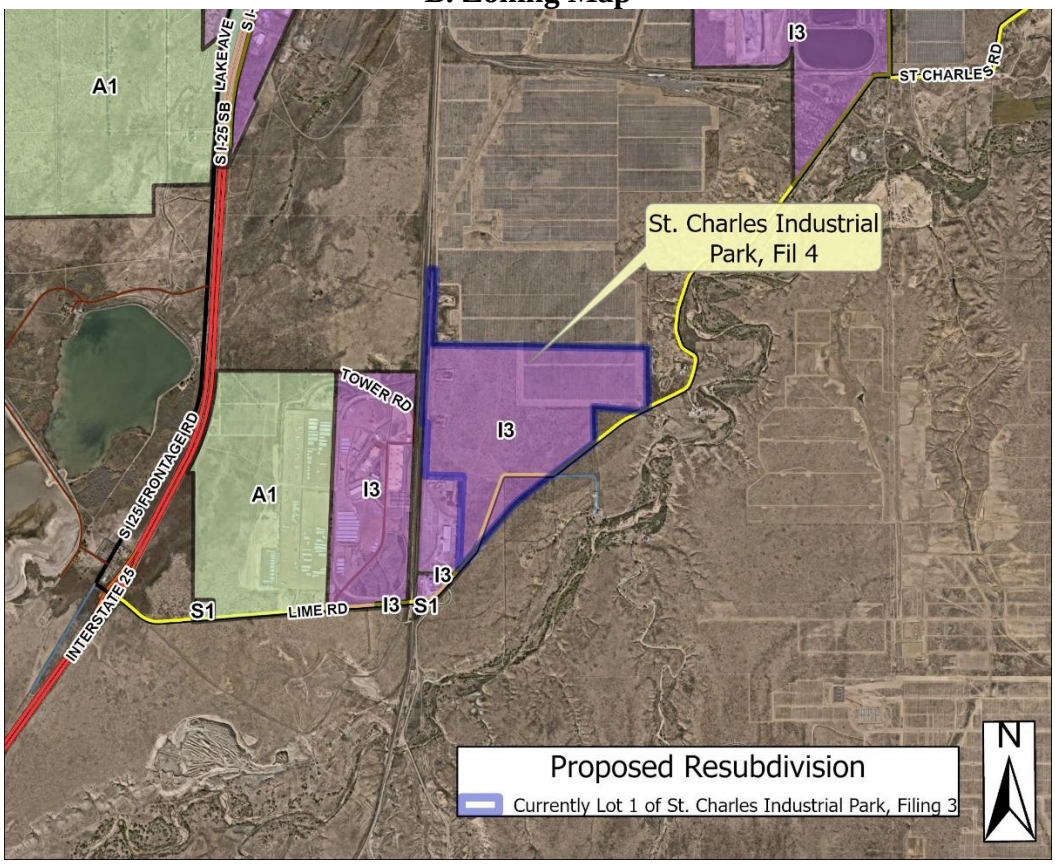
A. Aerial Maps
B. Zoning Map
C. Comprehensive Plan Map
D. Site Photos
E. Supporting Documents: Application, CDOT Memo, Memorandum of Lease, Redlined Plat from SW, SRC Memo, SW Memo, Subdivision Plat

A. Aerial Maps

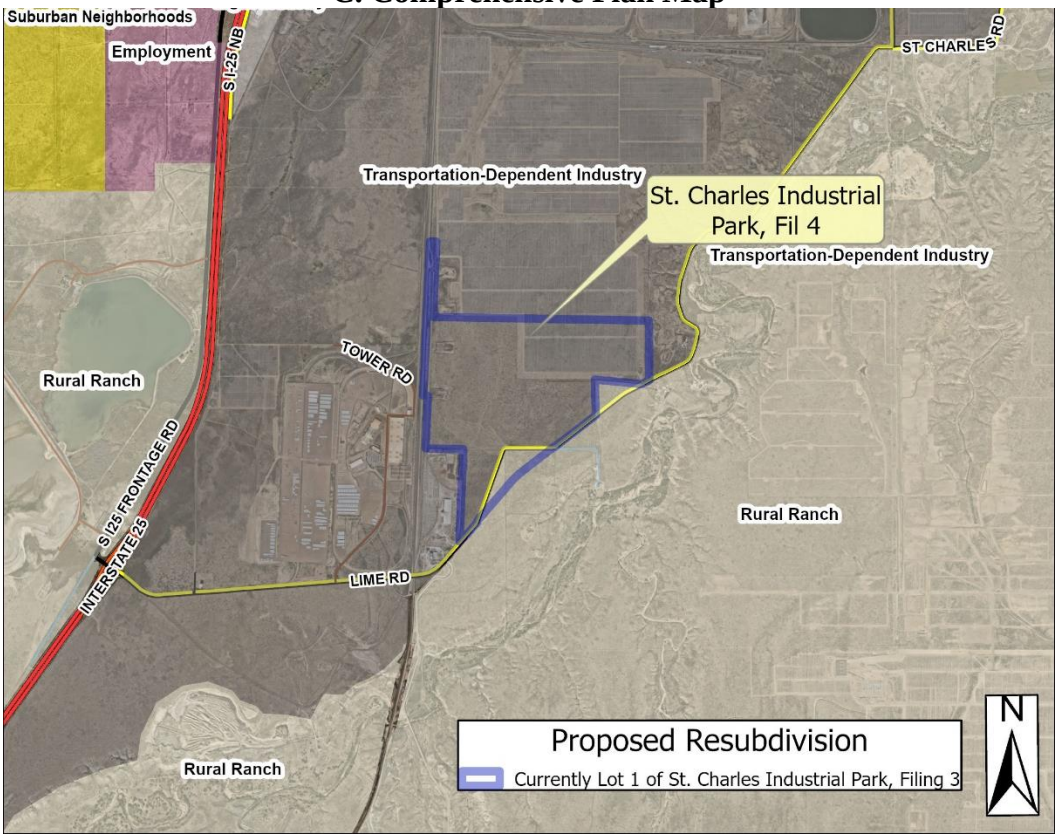




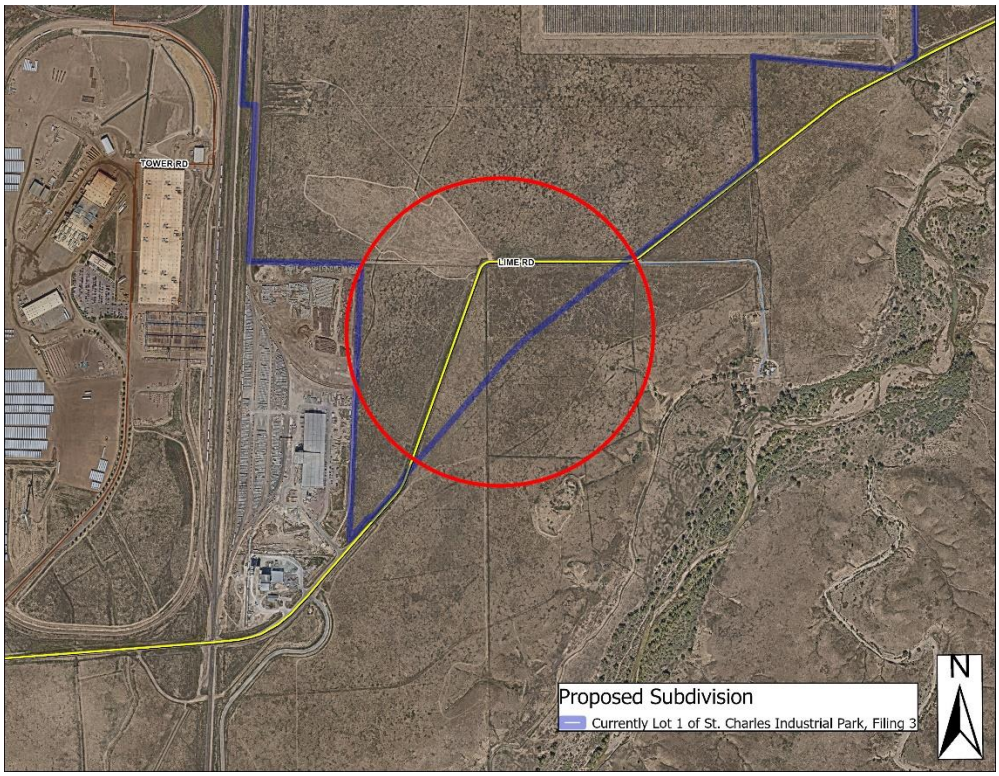
B. Zoning Map



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)

5/2020

(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. _____.

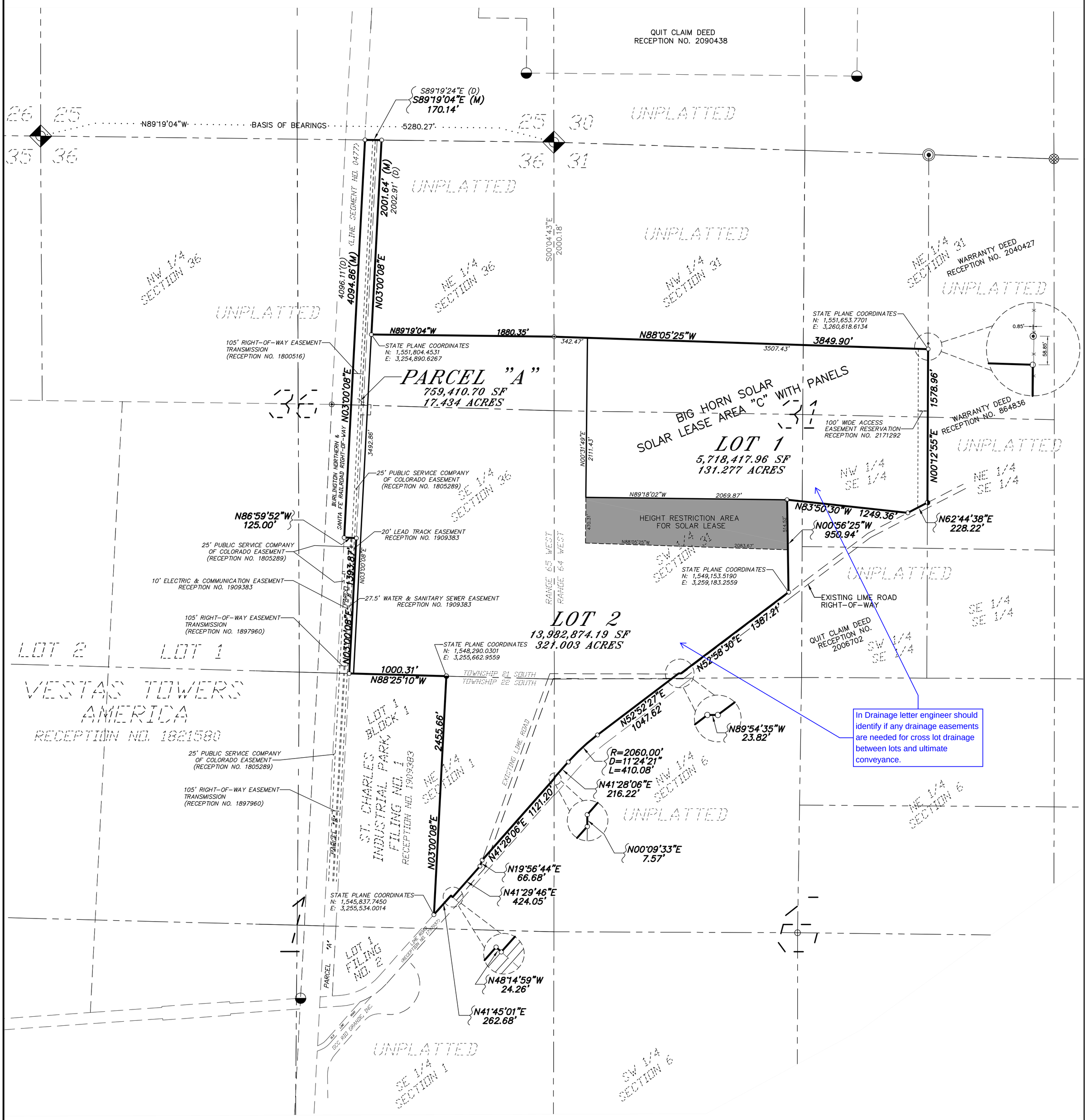
This is to certify that the plat of ST. CHARLES INDUSTRIAL PARK, FILING NO. 4 has been approved for recording in the office of the Pueblo County Clerk and Recorder of Pueblo County, Colorado.

_____ _____
City Clerk Date

PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

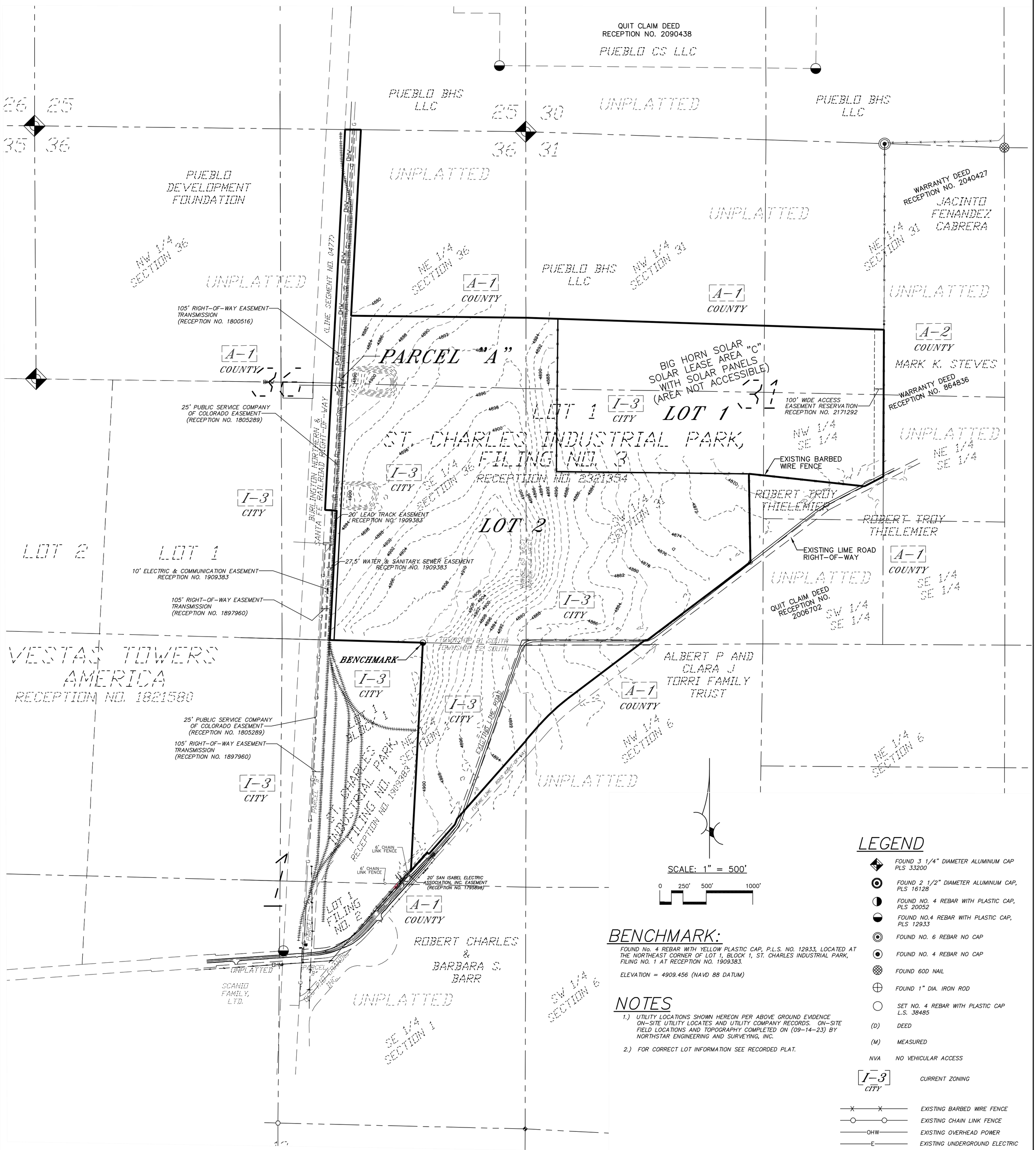
ST. CHARLES INDUSTRIAL PARK, FILING NO. 4

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


QUIT CLAIM DEED
RECEPTION NO. 2090438
UNPLATTED
S89°19'24"E (D)
S89°19'04"E (M)
170.14'
N89°19'04"W
BASIS OF BEARINGS
5280.27'
26
25
35
36
30
31
NW 1/4 SECTION 36
NE 1/4 SECTION 36
NW 1/4 SECTION 31
NE 1/4 SECTION 31
SE 1/4 SECTION 36
SW 1/4 SECTION 31
SE 1/4 SECTION 1
SW 1/4 SECTION 6
NW 1/4 SE 1/4
NE 1/4 SE 1/4
SW 1/4 SE 1/4
S00°04'43"E
2000.18'
2001.64' (M)
2002.91' (D)
4096.11'(D)
4094.86'(M)
N03°00'08"E
BURLINGTON NORTHERN & SANTA FE RAILROAD RIGHT-OF-WAY
CLINE SEGMENT NO. 0477
105' RIGHT-OF-WAY EASEMENT TRANSMISSION (RECEPTION NO. 1800516)
STATE PLANE COORDINATES
N: 1,551,804.4531
E: 3,254,890.6267
N89°19'04"W 1880.35'
342.47'
N88°05'25"W
3507.43'
3849.90'
STATE PLANE COORDINATES
N: 1,551,653.7701
E: 3,260,618.6134
0.85'
58.85'
PARCEL "A"
759,410.70 SF
17.434 ACRES
BIG HORN SOLAR
SOLAR LEASE AREA "C" WITH PANELS
LOT 1
5,718,417.96 SF
131.277 ACRES
100' WIDE ACCESS EASEMENT RESERVATION RECEPTION NO. 2171292
WARRANTY DEED RECEPTION NO. 2040427
WARRANTY DEED RECEPTION NO. 864836
1578.96'
N00°12'55"E
3492.86'
N00°31'49"E
2111.43'
25' PUBLIC SERVICE COMPANY OF COLORADO EASEMENT (RECEPTION NO. 1805289)
N89°18'02"W 2069.87'
HEIGHT RESTRICTION AREA FOR SOLAR LEASE
470.31'
514.52'
N88°05'25"W 2083.67'
N83°50'30"W 1249.36'
N00°56'25"W 950.94'
N62°44'38"E 228.22'
N86°59'52"W 125.00'
20' LEAD TRACK EASEMENT RECEPTION NO. 1909383
25' PUBLIC SERVICE COMPANY OF COLORADO EASEMENT (RECEPTION NO. 1805289)
10' ELECTRIC & COMMUNICATION EASEMENT RECEPTION NO. 1909383
27.5' WATER & SANITARY SEWER EASEMENT RECEPTION NO. 1909383
PARCEL "A"
N03°00'08"E 1303.87'
STATE PLANE COORDINATES
N: 1,549,153.5190
E: 3,259,183.2559
EXISTING LIME ROAD RIGHT-OF-WAY
QUIT CLAIM DEED RECEPTION NO. 2006702
LOT 2
LOT 1
VISTAS TOWERS AMERICA
RECEPTION NO. 1821580
LOT 2 BLOCK 1 ST. CHARLES INDUSTRIAL PARK FILING NO. 1 RECEPTION NO. 1909383
105' RIGHT-OF-WAY EASEMENT TRANSMISSION (RECEPTION NO. 1897960)
N03°00'08"E 1000.31'
N88°25'10"W
STATE PLANE COORDINATES
N: 1,548,290.0301
E: 3,255,662.9559
TOWNSHIP 21 SOUTH
TOWNSHIP 22 SOUTH
LOT 2
FILING NO. 3
LIME ROAD (RECEPTION NO. 2XXXXX)
2455.66'
N03°00'08"E
LOT 2
FILING NO. 3
LOT 1
FILING NO. 3
LOT 2
FILING NO. 3
LOT 3
FILING NO. 3
LOT 4
FILING NO. 3
LOT 5
FILING NO. 3
LOT 6
FILING NO. 3
LOT 7
FILING NO. 3
LOT 8
FILING NO. 3
LOT

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



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.

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
- [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')

VICINITY MAP
NOT TO SCALE

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

PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

PREPARED UNDER THE DIRECT SUPERVISION OF
MICHAEL LELAND CUPPY, PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 38485

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

---

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. _____.

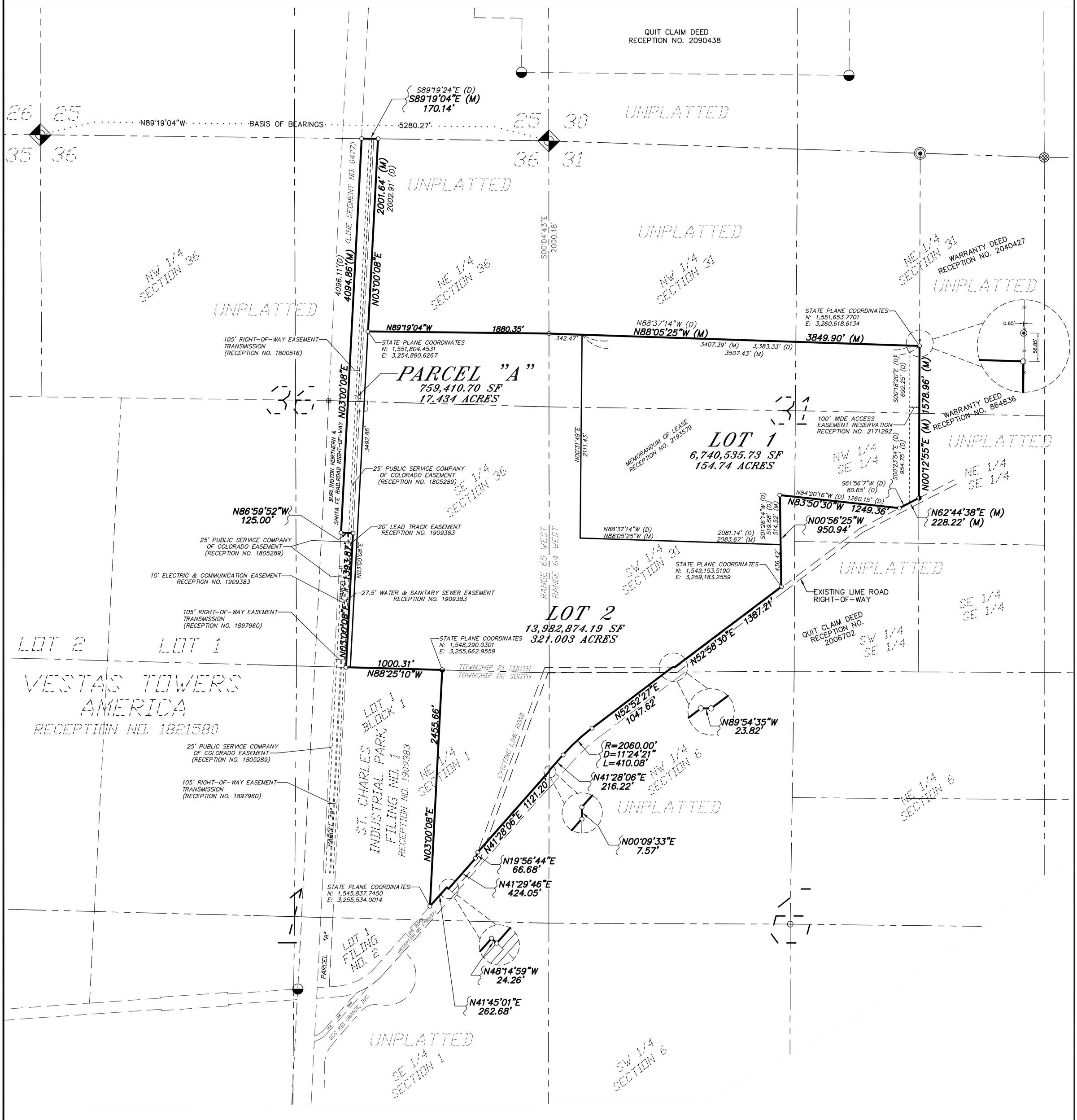
This is to certify that the plat of ST. CHARLES INDUSTRIAL PARK, FILING NO. 4 has been approved for recording in the office of the Pueblo County Clerk and Recorder of Pueblo County, Colorado.

_____ _____
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

Docusign Envelope ID: 4FC89D8A-2734-4144-B054-3DD0D9D61783

City Clerk's Office Item # S1

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 23, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Melissa Cook, Director Department of Housing & Citizen Services

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

SUMMARY:

This Ordinance approves an Appropriation Agreement between the City of Pueblo and Pueblo Department of Public Health and Environment (PDPHE) for their 2026 non-departmental award in the amount of $654,370.

PREVIOUS COUNCIL ACTION:

On October 26,1983 Council passed Ordinance No. 5095 approving an Intergovernmental Agreement dated October 11, 1983 between the City of Pueblo and County of Pueblo for the joint operation of the Pueblo Department of Public Health and Environment.

On April 14, 2025, City Council passed Ordinance No. 10926 approving an Appropriation Agreement with PDPHE in the amount of $769,847 for health services to be provided in 2025.

On November 24, 2025, City Council approved the 2026 Budget by Ordinance No. 11075. Included in this budget was a non-departmental award for $654,370 to PDPHE for health services to be provided in 2026.

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BACKGROUND:

The City of Pueblo has provided non-departmental funding for PDPHE on an ongoing annual basis pursuant to the October 11, 1983 Intergovernmental Agreement between the City of Pueblo and Pueblo County ("1983 IGA"). The 1983 IGA provides that the City and County "shall annually appropriate funds in amounts sufficient to permit the Board to reasonably operate and conduct the business of the Department." The City retains their separate and sole discretion to determine the amount of their respective annual appropriations but "each party shall endeavor to appropriate funds in amounts which shall be reasonable, fair and equitable to each party and the Department."

FINANCIAL IMPLICATIONS:

Funding is already budgeted and appropriated in the amount of $654,370.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

Not Applicable.

ALTERNATIVES:

City Council can choose not to approve this Appropriation Agreement.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. 1983 IGA for PDPHE between City and County
2. FINAL PDPHE 2026 Appropriations Agreement

Docusign Envelope ID: 4FC89D8A-2734-4144-B054-3DD0D9D61783

ORDINANCE NO. 11120

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

WHEREAS, on October 25, 1983 Council passed Ordinance No. 5095 approving an Intergovernmental Agreement dated October 11, 1983 between the City of Pueblo and Pueblo County to provide essential health services to residents of Pueblo; and

WHEREAS, on November 24, 2025 City Council approved the 2026 City of Pueblo budget, which included a non-departmental award to Pueblo Health and Environment in the amount of $654,370; NOW, THEREFORE,

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

SECTION 1.

The Agreement dated between the Pueblo Department of Public Health and Environment and the City of Pueblo, a Colorado Municipal Corporation, ("the Agreement"), for the appropriation of $654,370, a copy of which is attached and incorporated herein, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

Docusign Envelope ID: 4FC89D8A-2734-4144-B054-3DD0D9D61783

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 February 09, 2026.

Final adoption of Ordinance by City Council on February 23, 2026.

DocuSigned by:
Mark Cliff
B7A4F51823AB462...
President of City Council

Action by the Mayor:

☒ Approved on 02/25/2026.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
Heather Graham
3A85950B7BCA462...
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

Signed by:
Vincent Petkosek
330F90D300E24F8...
Deputy City Clerk

ORDINANCE NO. 5095

AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION AND THE COUNTY OF PUEBLO RELATING TO THE PUEBLO CITY-COUNTY HEALTH DEPARTMENT AND AUTHORIZING THE PRESIDENT OF THE CITY COUNCIL TO EXECUTE SAME

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

SECTION 1.

The Agreement dated October 11, 1983 between the City of Pueblo, a municipal corporation and the County of Pueblo relating to the Pueblo City-County Health Department, a copy of which is attached hereto and incorporated herein, having been approved by the City Attorney, is hereby approved.

SECTION 2.

The President of the City Council is hereby authorized and directed to execute the Agreement for and on behalf of the City and the City Clerk is directed to affix the seal of the City thereto and attest same.

INTRODUCED: October 26, 1983

By MIKE SALARDINO
Councilman

APPROVED:

ATTEST:

President of the City Council

Marian D. Mead
City Clerk

AGREEMENT

This Agreement made this 11th day of October, 1983 by and between the City of Pueblo, a municipal corporation (herein City) and the County of Pueblo, State of Colorado (herein County), WITNESSETH:

Whereas, City and County did on March 12, 1956 enter into an Agreement for the joint operation of a health department, and

Whereas, the Agreement of March 12, 1956 should be amended and restated to incorporate conditions, functions, and procedures which have been changed and modified since March 12, 1956 through mutual consent and by amendments to statutes governing the operation of a combined City and County health department, and

Whereas, C.R.S. 1973, 29-1-203 empowers political subdivisions to contract with one another to provide any function, service or facility lawfully authorized to each of the contracting units, and

Whereas, both City and County are authorized to establish health departments, and

Whereas, C.R.S. 1973, 25-1-504 and Section 11-4 of the Charter of the City permits the merger of City and County health departments.

Now, Therefore, in consideration of the foregoing and mutual promises herein contained, City and County agree as follows:

1. Prior Agreements. All prior agreements including but not limited to the Agreement of March 12, 1956 between City and County relating to the establishment, conduct and operation of

a health department are hereby terminated and cancelled.

2. Department Created. A joint City and County health department is hereby established and created to be known as the Pueblo City-County Health Department (herein Department).

3. Board of Health. The Pueblo City-County Board of Health (herein Board) shall consist of five members, two of whom shall be appointed by the Board of County Commissioners of County, two of whom shall be appointed by the City Council of City, and one of whom shall be jointly appointed by the Board of County Commissioners of County and the City Council of City as herein provided. Members of the Board shall be appointed for terms of five years beginning July 1 of the year of appointment. One member of the Board shall be appointed each year. The present members of the Board appointed under the Agreement of March 12, 1956 are:

Present Board Member	Appointing Party	Term Expires
Charles K. Clark	City Council	July 1, 1984
Jarvis D. Ryals, M.D.	City Council and Board of County Commissioners	July 1, 1985
A. H. Hayden, Jr.	Board of County Commissioners	July 1, 1986
Father Fred Johnson	Board of County Commissioners	July 1, 1987
Harold Mabie	City Council	July 1, 1988

The present members of the Board shall continue in office until their respective terms expire or until replaced as herein provided. The party appointing a person to the Board may remove such person

at any time with or without cause. Upon the death, removal, resignation, or expiration of the term of any member of the Board, the party originally appointing such person shall appoint his successor for the balance of the unexpired term or for a term of five years, whichever the case may be. All members of the Board shall be residents of the County of Pueblo. Appointments shall be made to the Board so that no business or professional group shall constitute a majority of the Board. The Board shall adopt By-Laws for the management and conduct of its affairs which shall not be inconsistent with this Agreement or applicable Statutes.

4. Officers. The Board shall elect from its members a President and Vice-President, and such other officers as the Board shall determine. All officers shall be elected for one year terms and shall hold office at the pleasure of the Board.

5. Administrator. The administrative and executive head of the Department shall be a public health administrator (herein Administrator). The Administrator shall be appointed for an indefinite term by the Board to serve at the pleasure of the Board and may be removed by the Board with or without cause. The Administrator shall possess such qualifications as may be prescribed by statute, the Board, and the State Board of Health. He may be employed on a full- or part-time basis and shall receive such compensation and expense allowance as may be fixed by the Board. He shall maintain his office at the Pueblo City-County Health Department and shall be custodian of all property and

records of the Department. The Administrator shall have all powers and duties granted to and imposed upon the Administrator by the Board, statute, ordinance, resolution and rules of the State of Colorado, State Board of Health, City, or County.

6. Personnel. All personnel of the Department except the Administrator shall be appointed by the Administrator and shall possess qualifications approved by the Board. All personnel shall receive such compensation and expense allowance as fixed by the Board. All personnel shall perform such duties as prescribed by the Administrator pursuant to the policies established by the Board.

7. Funding. The City and County shall annually appropriate funds in amounts sufficient to permit the Board to reasonably operate and conduct the business of the Department. The Board shall on or before September 1 of each year submit to the City and County a proposed budget for the Department for the next calendar year. The proposed budget shall contain all items of receipt (including anticipated unexpended surpluses) and expenditures in such form and content as the City and County shall direct. The City and County shall, based upon the proposed budget, determine the actual amount of their respective appropriations for the Department. Although the amount of the funds appropriated by the City and the County for the Department shall be and remain the sole and separate respective decision of the City Council of City and the Board of County Commissioners of County, each party shall endeavor to appropriate funds in amounts

which shall be reasonable, fair and equitable to each party and to the Department.

8. Duties of Department. The Department shall perform such functions and have such jurisdiction, authority, powers and duties granted to and imposed upon the Department by the Statutes of the State of Colorado, the Rules and Regulations of the Colorado State Health Department, the Charter and Ordinances of the City, and the Resolution and Ordinances of the County and those specifically assumed and exercised by resolution of the Board duly adopted subject to sufficient funds being available therefor.

9. Property. The real property and improvements presently occupied by the Department at 151 Central Main Street, Pueblo, Colorado (herein Property), is titled in the name of the County. County does hereby grant to the Department the exclusive right and privilege to use and occupy the Property during the effective term of this Agreement as a health department in furtherance of the purposes contemplated by this Agreement. Costs of maintenance and repair of the Property shall be included in Department's annual budget. City and County have each contributed an equal amount for the cost of acquisition of the real property and construction of improvements thereon. If this Agreement is terminated, the fair market value of the Property shall be determined by a competent qualified appraiser selected jointly by the City and County, and if the City and County are unwilling for any reason to jointly select such appraiser, then such appraiser shall be selected by a District Judge of any District Court in

and for the County of Pueblo. The City or County may, with the consent of the other, purchase the other party's interest in the Property for a price equal to one-half of its appraised fair market value. If neither City or County is willing to consent to the purchase of the Property by the other, the party who will continue to use the Property as a health department shall have the right to purchase the Property from the other party for a price equal to one-half of its appraised fair market value. If neither party desires to continue to use the Property as a health department, the Property shall be sold at public sale at which sale either party may be a purchaser.

10. Department Fund. The Pueblo County Treasurer shall create a fund designated "Pueblo City-County Health Department Fund" (herein Fund). All monies appropriated to or paid to the Department from any source shall be deposited with the County Treasurer and credited to the Fund. All monies credited to the Fund shall be expended only for the purposes defined in this Agreement and in accordance with the budget approved by the Board upon the written request of the Administrator and President of the Board or such other member of the Board as the President may designate. Prior to the first day of each month, County and City shall cause to be set over or paid to the Fund one-twelfth (1/12) of its annual appropriation to the Department. All monies deposited with the County Treasurer and credited to the Fund until required for payment of Department's obligations shall be invested by the County Treasurer in approved investments

as the Board or Administrator shall determine. All dividends, interest and earnings on such investments shall be credited by the Pueblo County Treasurer to the Fund.

11. Joint Meetings. Upon the request of the City Council, Board of County Commissioners, or the Board, meetings may be called for the purpose of discussing any provision of this Agreement or the operation of the Department.

12. Effective Period. This Agreement shall be in full force and effect until December 31, 1983 and from year to year thereafter unless sooner terminated by either City or County upon six months written notice given to the other party prior to the end of any calendar year after 1983, in which event, this Agreement shall terminate on midnight December 31 of the calendar year in which such notice was timely given.

13. Amendments. This Agreement may be amended or cancelled, in whole or in part, at any time upon the written agreement of City and County.

14. Savings Clause. Neither this Agreement nor the termination of the Agreement of March 12, 1956 as provided herein shall affect any action pending in any court or any document heretofore entered into or executed by the Board or any action heretofore taken by the Director or the Board, including without limitation, the adoption of By-Laws and Personnel Policies, nor shall the termination of the Agreement of March 12, 1956 invalidate any existing contracts between the Department and individuals, corporations or public agencies.

15. Severability. If any part or provision of this Agreement be held to be invalid such invalidity shall not affect the validity of the remaining parts and provisions of this Agreement.

16. Gender. The use of the masculine gender herein is for convenience only, and is intended as a reference to both the masculine and feminine pronoun.

Executed the day and year first above written.

BOARD OF COUNTY COMMISSIONERS
OF PUEBLO COUNTY, COLORADO

ATTEST:

By _____
Chairman

_____
Pueblo County Clerk and Recorder

APPROVED AS TO FORM:

_____
County Attorney

CITY OF PUEBLO
A Municipal Corporation

ATTEST:

By _____
President of the City Council

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

APPROPRIATION AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into on the last date signed below by and between the City of Pueblo, a Municipal Corporation, hereinafter referred to as the "City" and Pueblo Department of Public Health and Environment, a joint department of the City of Pueblo and Pueblo County, hereinafter referred to as "PDPHE" (collectively referred to as "Parties") for this subrecipient agreement.

WHEREAS, the City and Pueblo County entered into an agreement for the joint operation of a health department on October 11, 1983 (the "IGA"), a copy of which is attached hereto as Exhibit A and incorporated herein by this reference;

WHEREAS, Pursuant to the IGA, the PDPHE requested an annual appropriation of funds in 2025; and

WHEREAS, an appropriation in the amount of $654,370 was approved by City Council in the 2026 budget on November 24, 2025; and

WHEREAS, the City desires to more closely monitor and evaluate the expenditure of appropriated funds.

NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions set forth herein, the parties hereto do mutually agree as follows:

1. PUEBLO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT OBLIGATIONS

    a. Prior to the first day of each month, PDPHE shall invoice the City for one-twelfth (1/12) of its annual appropriation from the City, which the City shall pay to the Pueblo City-County Health Department Fund pursuant to paragraph 10 of the IGA attached as Exhibit A.
    b. PDPHE will use the appropriated funds only for the approved eligible uses outlined below:

        The Duties of the Department as outlined in paragraph 8 of the IGA attached as Exhibit A

2. TERM OF AGREEMENT

The term of this Agreement shall be from January 1, 2026 to December 31, 2026 ("Term"), and unless extended or sooner terminated as herein provided. Upon expiration of the Term, the Parties may extend this Agreement for an agreed upon term, provided PDPHE has complied with all the terms and conditions of this Agreement. Either Party may exercise this option by sending written notice to the other prior to the end of the Term. The City reserves the right to deny for any reason a request for extension of the Term.

3. TERMINATION OF AGREEMENT

    (a) For Cause: This Agreement may be terminated by City for cause, including any nonperformance by PDPHE, upon written notice of nonperformance to PDPHE and after such nonperformance is not cured within fourteen (14) days thereafter.

(b) For Convenience: This Agreement may be terminated for convenience by either Party upon six months written notice given to the other party prior to the end of the calendar year, in which event, this Agreement shall terminate on midnight December 31 of the calendar year in which such notice was timely given pursuant to paragraph 12 of the IGA.

4. (c) Post Termination Procedures: In the event of termination, any unspent funds shall immediately become the sole and separate property of the City and PDPHE shall perform all acts and execute all instruments necessary to transfer and assign such property, funds, and income to City.

5. ASSIGNABILITY

This Agreement shall not be assigned or transferred by PDPHE without the prior written consent of the City. Any assignment or attempted assignment made in violation of this provision shall, at City's election, be deemed void and of no effect whatsoever.

6. PROGRAM RECORDS

PDPHE shall maintain records as to all services provided, reimbursable expenses incurred in performing this Agreement or otherwise related to the Program. Accounting records shall be kept on a generally recognized accounting basis and as requested by the City's auditor.

7. MONITORING AND EVALUATION

The City shall have the right to monitor and evaluate the progress and performance of the Program to assure that the terms of this Agreement are being satisfactorily fulfilled. The City may review the PDPHE's performance using on-site visits, progress reports required to be submitted by the PDPHE, audit findings, disbursements transactions, and contact with the PDPHE as necessary. Such reviews shall occur no less than annually. To assist City with its reviews, PDPHE shall furnish to the City quarterly program and financial reports of its activities in such form and manner as may be requested by the City. PDPHE shall submit a quarterly report to the City setting forth the following information:

a. Program participation numbers and fund spending together with supporting documentation which demonstrates funds have been spent consistent with the Eligible Uses set forth herein. Quarterly progress reports shall be due within fifteen (15) days following the end of the quarter (i.e. the first quarter report shall be due by April 15, the second quarter report shall be due by July 15, etc.) and must include the following information:

1. Financial Reporting:
   - Provide financial reports showing how the appropriated funds were spent. This might include receipts, invoices, and an itemized list of expenditures.
   - An annual financial statement may also be required.

2. Project Reporting:
   - A description of the activities and projects that were funded by the appropriation, including the goals achieved and the outcomes.
   - Progress reports throughout the term of the agreement to update City on the status of the projects.

3. Compliance:
    - Ensuring that the use of funds aligns with both your organization's mission and the terms and conditions set by the City and County.

4. Impact Reporting:
    - Documentation of the community impact and benefits resulting from the projects.
    - Testimonials, photos, or other evidence demonstrating the success and impact of the projects.

b. PDPHE shall fully cooperate with the City relating to such monitoring and evaluation. The City may request additional documentation or information more frequently should it determine it necessary, in its sole and absolute discretion. The City may reduce or terminate funding to include requiring return of funds already paid should it determine, in its sole and absolute discretion, that PDPHE has (i) failed to use the funds consistent with the Program as represented in its funding application, (ii) misappropriated, mishandled, or misapplied funds, (iii) failed to provide Program information to the City upon request, (iv) failed an audit, or (v) provided false or misleading financial statements to the City.

8. PUEBLO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT FILES AND INFORMATION REPORTS

PDPHE shall maintain files containing information which shall clearly document all activities performed in conjunction with this Agreement, including, but not limited to, financial transactions, conformance with assurances, activity reports, and program income. Failure to report and prove eligible expenses will result in the requirement of funding to be repaid.

9. LIABILITY, INSURANCE

☐ PDPHE is receiving $20,000 or less, which will categorically exclude the organization from meeting the insurance requirements of this Section 9.

☒ PDPHE is receiving more than $20,000, which will require compliance with this Section 9.

(a) PDPHE shall carry Commercial General Liability (CGL) insurance, covering claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work under this Agreement by the PDPHE, PDPHE's agents, representatives, employees, or subcontractors, and participants in any of PDPHE's programs, with limits of insurance of not less than $500,000 for each occurrence and $1,000,000 annual aggregate. The CGL shall apply as Primary and non-contributory insurance before any other insurance or self-insurance, including any deductible maintained by or provided.

(b) PDPHE agrees that it shall procure and will maintain during the term of this Agreement, such insurance as will protect it from claims under workers' compensation acts, claims for damages

because of personal injury including bodily injury, sickness or disease or death of any of its employees or of any person other than its employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom; and such insurance will provide for coverage in such amounts as set forth in subparagraph (c).

(c) The minimum insurance coverage which PDPHE shall obtain and keep in force is as follows:

(i) Workers' Compensation Insurance complying with statutory requirements in Colorado.

(ii) Comprehensive General and Automobile Liability Insurance with limits not less than Six Hundred Thousand and No/100 Dollars ($600,000) per person and occurrence for personal injury, including but not limited to death and bodily injury, and Six Hundred Thousand and No/100 Dollars ($600,000) per occurrence for property damage.

(d) PDPHE shall procure and maintain, at its own expense, hazard and fire insurance for personal property and fixtures in such amounts as to adequately protect it from loss. PDPHE shall furnish a certificate of insurance certifying such coverage to City's Director of Finance upon execution of this Agreement.

10. PERA LIABILITY

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

11. ENTIRE AGREEMENT; AMENDMENTS

The provisions set forth in this Agreement, and all Exhibits and attachments to this Agreement, together with the IGA constitute the entire and complete agreement of the parties hereto. No amendment or modification of this Agreement, and no waiver of any provisions of this Agreement shall be binding unless made in writing and executed by the duly authorized officers of both the PDPHE and City.

12. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Colorado. Venue for any action arising under this Agreement or for the enforcement of this Agreement shall be in a state court with jurisdiction located in Pueblo County, Colorado.

13. RESERVATION OF RIGHTS

Failure to insist upon strict enforcement of any terms, covenants, or conditions of this Agreement shall not be deemed a waiver of such. No waiver of any breach or breaches of any provision, covenant, or condition of this Agreement shall be construed to be a waiver of any preceding or succeeding breach of such provision, covenant, or condition, or of any other provision, covenant, or condition.

14. AUTHORITY FOR SIGNATURES; ELECTRONIC SIGNATURES

(a) The persons signing this Agreement on behalf of PDPHE represent and warrant that such persons and PDPHE have the requisite power and authority to enter, execute and deliver this Agreement and that this Agreement is a valid and legally binding obligation of PDPHE enforceable against PDPHE in accordance with its terms.

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

15. FUND AVAILABILITY; SUBJECT TO LAW

(a) Financial obligations of City, if any, after the current year in which this Agreement is signed by both parties are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available by Pueblo City Council and City executive departments. Pursuant to the IGA, the City shall, based upon the proposed budget provided by PDPHE, determine within its sole and absolute discretion the actual amount of its appropriation for the Department.

(b) This Agreement is expressly made subject to the limitations of the Colorado Constitution. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City Council of Pueblo, contrary to Article X, §20 of the Colorado Constitution or any other constitutional, statutory or charter debt limitation.

(c) Nothing in this Agreement is intended, nor should it be construed, to create or extend any rights, claims or benefits or assume any liability for or on behalf of any third party, or to waive any immunities or limitations otherwise conferred upon the City of Pueblo, a Municipal Corporation under or by virtue of federal or state law, including but not limited to the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq.

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

ATTEST:

CITY OF PUEBLO,
A MUNICIPAL CORPORATION

_____
City Clerk
[S E A L]

By_____
Heather Graham, Mayor

Date _____

Pueblo Department of Public Health and Environment, DBA PUEBLO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT

ATTEST:

By_____
Signature

Name_____

Title_____

Date_____

By_____
Signature

Name_____

Title_____

Date_____

EXHIBIT A
BUDGET

EXHIBIT B

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

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

a) Are you, or do you employ or engage in any capacity, including an independent contractor, a PERA Retiree who will perform any services for the City of Pueblo? Yes___, No___.

b) If you answered "yes" to (a) above, please answer the following question: Are you an individual, sole proprietor or partnership, or a business or company owned or operated by a PERA Retiree or an affiliated party? Yes ____, No____.
If you answered "yes" please state which of the above entities best describes your business:
_____

c) If you answered "yes" to both (a) and (b), please provide the name, address and social security number of each such PERA Retiree.

_____	_____
Name	Name
_____	_____
Address	Address
_____	_____
Social Security Number	Social Security Number

(If more than two, please attach a supplemental list)

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

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

Signed _____, 20_____.

By: _____

Name: _____

Title: _____

For purposes of responding to question (b) above, an "affiliated party" includes (1) any person who is the named beneficiary or co-beneficiary on the PERA account of the PERA Retiree; (2) any person who is a relative of the PERA Retiree by blood or adoption to and including parents, siblings, half-siblings, children, and grandchildren; (3) any person who is a relative of the PERA Retiree by marriage to and including spouse, spouse's parents, stepparents, stepchildren, stepsiblings, and spouse's siblings; and (4) any person or entity with whom the PERA Retiree has an agreement to share or otherwise profit from the performance of services for the City of Pueblo by the PERA Retiree other than the PERA Retiree's regular salary or compensation.

Docusign Envelope ID: D5688675-B564-4A93-B6A7-AD72C1C1E668

City Clerk's Office Item # S2

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 23, 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.

Docusign Envelope ID: D5688675-B564-4A93-B6A7-AD72C1C1E668

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

Docusign Envelope ID: D5688675-B564-4A93-B6A7-AD72C1C1E668

ORDINANCE NO. 11121

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.

Docusign Envelope ID: D5688675-B564-4A93-B6A7-AD72C1C1E668

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 February 09, 2026.

Final adoption of Ordinance by City Council on February 23, 2026.

DocuSigned by:
Mark Cliff
B7A4F51823AB462...
President of City Council

Action by the Mayor:

☐ Approved on 02/24/2026.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
3A85950B7BCA462...
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

Signed by:
Vincent Petkosek
330F90D300E24F8...
Deputy 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: _____ By: _____
Secretary/Interim Executive Director Treasurer

[City Signature Page Follows]

CITY:

ATTEST:

By: _____
Marisa Stoller, City Clerk

CITY OF PUEBLO, COLORADO

By: _____
Heather Graham, Mayor

Docusign Envelope ID: 784B6753-347D-401A-A79F-072197B3CFB0

City Clerk's Office Item # S3

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 23, 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.

Docusign Envelope ID: 784B6753-347D-401A-A79F-072197B3CFB0

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

Docusign Envelope ID: 784B6753-347D-401A-A79F-072197B3CFB0

ORDINANCE NO. 11122

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 February 09, 2026.

Final adoption of Ordinance by City Council on February 23, 2026.

DocuSigned by:
Mark Aliff
B7A4F51823AB462...
President of City Council

Docusign Envelope ID: 784B6753-347D-401A-A79F-072197B3CFB0

Action by the Mayor:

☐ Approved on 02/24/2026.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
_____
3A85950B7BCA462...
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

Signed by:
Vincent Petkosek
_____
330F90D300E24F8...
Deputy 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

Docusign Envelope ID: 8A12952A-F539-46EA-99B9-A92D86A27D07

City Clerk's Office Item # S4

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 23, 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.

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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)

Docusign Envelope ID: 8A12952A-F539-46EA-99B9-A92D86A27D07

ORDINANCE NO. 11123

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 February 09, 2026.

Final adoption of Ordinance by City Council on February 23, 2026.

DocuSigned by:
Mark Aliff
B7A4F51823AB462...

President of City Council

Docusign Envelope ID: 8A12952A-F539-46EA-99B9-A92D86A27D07

Action by the Mayor:

☐ Approved on 02/24/2026.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
3A85950B7BCA462...
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

Signed by:
Vincent Petkosek
330F90D300E24F8...
Deputy 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

Docusign Envelope ID: B08A956D-421F-4024-A577-B1858B8B5C6B

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 23, 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.

Docusign Envelope ID: B08A956D-421F-4024-A577-B1858B8B5C6B

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 three-year term. The term shall run from January 1, 2026, through December 31, 2028.

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

Docusign Envelope ID: B08A956D-421F-4024-A577-B1858B8B5C6B

ORDINANCE NO. 11124

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 February 09, 2026.

Final adoption of Ordinance by City Council on February 23, 2026.

DocuSigned by:
Mark Aliff
B7A4F51823AB462...

President of City Council

Docusign Envelope ID: B08A956D-421F-4024-A577-B1858B8B5C6B

Action by the Mayor:

☒ Approved on 02/24/2026.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:

_____

3A85950B7BCA462...

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____

President of City Council

ATTEST

Signed by:

Vincent Petkosek

_____

330F90D300E24F8...

Deputy 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, 2028

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 be for a three year term from January 1, 2026 to December 31, 2028, unless sooner terminated as herein provided.

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 two hudred forty days (240) **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 240-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. Contractor shall be allowed to 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. Parties acknowledge that animals housed in the shelter as court holds or strays may not be transferred to facilities outside of the City.;

C. During the 240-day termination period Entity, or City or County each individually, may issue a Request for Proposdals ("RFP") soliciting bidgs for Animal Shelter and/or Animal Law Enforcement services and will provide Contractor with a copy of any such RFP. No later than ninety (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.

D. Entity, or City or County each individually, may at any time during the term of this

Agreement solicit Requests for Qualifications ("RFQ") for Animal Shelter and/or Animal Law Enforcement services so long as contracts are not entered into without first complying with paragraph 9.1(C) above.

E. 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

F. Promptly after termination, Contractor shall prepare a final accounting and final invoice of charges for all outstanding and unpaid Services and reimbursable expenses, if previously authorized, 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.

11. 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 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.

11.9 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.

11.10 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.

11.11 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.

11.12 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.

11.13 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.

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

11.15 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.

11.16 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.

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

11.18 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:

[SIGNATURE PAGE FOLLOWS]

CITY OF PUEBLO, COLORADO

By: _____
Heather Graham, Mayor

Date: _____

Attest:

_____
Vincent Petosek, Deputy City Clerk

COUNTY OF PUEBLO, COLORADO

By: _____
Chair, Board of County Commissioners

Date: _____

Attest:

_____
Candice Rivera, County Clerk and Recorder

HUMANE SOCIETY OF THE PIKES PEAK REGION

By: _____
President

Date: _____

Attest:

_____
Secretary/ExecutiveDirector

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 the Mayor and County Elected Officials and/or staff and will be available to present to the

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. During the term of the Contract, all licensing fees collected by HSPPR shall be credited to the subsequent year's compensation schedule to reduce the respective Entity's appropriation amount needed to fund the Contract. No refund of license fees shall be due to the Entity upon termination of the Contract. It is the intent of the Parties that Contractor shall retain any residual licensing fees upon termination of the Contract.

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.

Animal Law Enforcement shall license animals in accordance with City Code and County Resolutions. Appropriate records shall be maintained on licensed animals. During the term of this Contract, all licensing fees collected by HSPPR shall be credited to the subsequent year's compensation schedule to reduce the respective Entity's appropriation amount needed to fund the Contract. No refund of license fees shall be due to the Entity upon termination of the Contract. It is the intent of the Parties that Contractor shall retain any residual licensing fees upon termination of the Contract.

7. Contractor shall work collaboratively with the City's and County's representatives to facilitate Animal Law Enforcement and animal sheltering needs. Appropriate City/County Staff and HSPPR representatives will meet or coordinate not less than quarterly to review performance, reports, and discuss opportunities for improvement.

8. 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.

9. 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.

10. 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. The 2026 compensation reflects a credit for licensing fees and restitution collected from Pueblo City and County residents in 2025.

Fee Schedule:

Year	City	County	Total
2026	$2,019,515	$1,346,343	$3,365,858.00

Monthly Payments:

Year	City	County	Total
2026	$168,292.92	$112,195.27	$280,488.19

Should the actual costs incurred by the Contractor exceed the amount of Compensation appropriated in any given year by Entity, Contractor may request an equitable adjustment in compensation from the City and County. Any such equitable adjustment shall be subject to appropriations and at the sole discretion of the City and/or County.

For years 2027 and 2028, HSPPR shall submit its compensation request pursuant to the City and County's respective budget processes. Such compensation requests shall reflect HSPPR's actual expenses in the preceding 12 months, may include market adjustments for employee compensation as it relates to the contract, and shall be subject to appropriations at the sole discretion of the City and/or County.

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.

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City Clerk's Office Item # S6

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 23, 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,

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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

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ORDINANCE NO. 11125

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.*

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. . .

(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:

. . .

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(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 February 09, 2026.

Final adoption of Ordinance by City Council on February 23, 2026.

DocuSigned by:
Mark Cliff
B7A4F51823AB462...
President of City Council

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Action by the Mayor:

☐ Approved on 02/24/2026.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
_____
3A85950B7BCA462...
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

Signed by:
Vincent Petkosek
_____
330F90D300E24F8...
Deputy City Clerk