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

MONDAY, MARCH 9, 2026
5:30 PM

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

A. CALL TO ORDER President Mark Aliff

B. INVOCATION Pastor Richie Perko, Pueblo Christian Center

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

E. SPECIAL RECOGNITIONS

F. PUBLIC FORUM

G. COUNCIL MEMBER AND MAYOR COMMENTARY

H. REVIEW OF AGENDA

I. APPROVAL OF AGENDA

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

J. READING AND APPROVAL OF MINUTES

Motion to dispense with the reading and approve the Minutes of the Regular Meeting dated February 23, 2026, as distributed.

J1 City Council Minutes 022326

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 awarding a construction contract in the amount of $450,000 to Colorado Front Range Roofing and setting forth $45,000 for contingencies for Project No. 25-112 (WWAN04) FY2026 Replacement of Various Roofs at the James R. DiIorio Water Reclamation Facility and authorizing the Purchasing Agent to execute the same.

M2 A Resolution establishing Project Account AP2603-PUB Taxiway A Sealcoat (Phase 1), closing Project Account AP2101-Taxiway E Reconstruction, and transferring remaining funds in the amount of $164,616.07 to Project Account AP2603-PUB Taxiway A Sealcoat (Phase 1)

M3 A Resolution awarding a construction contract in the amount of $67,535 to Lg Contractors, a Limited Liability Company, for Project No. 26-016, Concrete Improvements - 1500 Block Routt Avenue (CDBG), setting forth $10,000 for contingencies, and authorizing the Purchasing Agent to execute same

M4 A Resolution establishing Project Account ED2601 - Economic Development Support, transferring previously budgeted and appropriated funds in the amount of $50,000 from Project Account ED2302 - Repair & Maintenance Rail Lines to ED2601, and transferring previously budgeted and appropriated funds in the amount of $187.07 from Project Account ED2501 - Economic Development Support to ED2601

M5 A Resolution establishing Project CI2611 - City Hall Upgrades, transferring $50,000 from Project CI2507 - City Hall Security Upgrades to CI2611 - City Hall Upgrades, and ultimately closing Project CI2507.

M6 A Resolution establishing a new Project Account HU2603, West Side Connector, transferring funds in the amount of $37,621.43 from HUAN01 - Street Resurfacing to HU2603 - West Side Connector, approving Amendment No. 2 to the Agreement for Professional Services between the City of Pueblo, a Colorado Municipal Corporation, and Pinyon Environmental, Inc., a Colorado Corporation, and authorizing the Purchasing Agent to execute same

M7 A Resolution awarding a construction contract in the amount of $29,432 to Cedar Ridge Landscape, Inc., for Project No. 26-015, Concrete Improvements - 200 Block Van Buren, setting forth $4,415 for contingencies, and authorizing the Purchasing Agent to execute same

M8 A Resolution transferring funds in the amount of $17,995.75 from Project Account HUAN01, Street Resurfacing to HU2507, Concrete Imp - St Clair Ph 1, approving Contract Amendment No. 1 in the amount of $17,995.75 to Doug Vaughn, LLC, for Project No. 25-075, Concrete Improvements – St. Clair Avenue Phase 1 (Pueblo Blvd to Alpine Ave) and authorizing the Purchasing Agent to execute same

M9 A Resolution awarding a construction contract in the amount of $12,096 to Wicked Outlaw Construction, for Project No. 26-017, Concrete Improvements - The Rides at City Park, setting forth $7,904 for contingencies, and authorizing the Purchasing Agent to execute same

M10 A Resolution authorizing the City of Pueblo to credit sanitary sewer fees of $3,303.32 to Kim Block.

N. ORDINANCES – FIRST PRESENTATION

N1 An Ordinance amending zoning restrictions for Parcel 513000122, 4289 N. Elizabeth, from B-4, Central Business Zone District and R-6, Multiple Residential and Commercial Zone District to B-P, Business Park Zone District

N2 An Ordinance vacating a drainage easement located at 4000 N 27th Ln in the Black Hills Subdivision Fil. 1, a special area plan

N3 An Ordinance approving a Professional Engineering Services Agreement between the City of Pueblo, a Colorado Municipal Corporation, and Dibble and Associates Consulting Engineers, Inc., for the Final Design and Bid Phase Services for Project No. 26-024 Airport

Terminal Remodel, and authorizing the mayor to execute same

N4 An Ordinance amending Chapter 11, Title IV of the Pueblo Municipal Code; adopting by reference the 2025 Colorado Wildfire Resiliency Code; and setting forth amendments thereto

N5 An Ordinance approving and authorizing the execution of a Programmatic Agreement between The City of Pueblo, a Colorado Municipal Corporation, and the Colorado State Historic Preservation Office regarding the Administration of Federal Grant Programs

N6 An Ordinance approving and authorizing the execution of a First Amendment to Colorado Department of Local Affairs use covenant and regulatory agreement between The City of Pueblo, A Colorado Municipal Corporation, and The State of Colorado, by and through The Department of Local Affairs, regarding the long-term use of The Pueblo Shelter, located at 728 W. 4th, Pueblo, CO 81003

N7 An Ordinance approving an agreement between The City of Pueblo, a Colorado Municipal Corporation, and The County of Pueblo, Colorado, for the Community Services Planning Administration and Accountability Services and providing for the execution thereof, and rescinding Resolution 9903

N8 An Ordinance awarding and approving an operating agreement between The City of Pueblo, A Colorado Municipal Corporation, and Boys & Girls Clubs of Pueblo Inc., a Colorado Non-Profit Corporation, and authorizing the Mayor to execute same

N9 An Ordinance approving the 1st Amendment to the Intergovernmental Agreement between the City of Pueblo, a Colorado Municipal Corporation ("City"), and the State of Colorado, Colorado Energy Office (CEO), for the Geothermal Grant Fire Stations 6, 8, and 11, and Authorizing the Mayor to Execute Same

N10 An Ordinance approving a Settlement Agreement between the City of Pueblo, a Colorado Municipal Corporation and Pueblo Economic Development Corporation, a Colorado nonprofit corporation and authorizing the Mayor to execute said contract

N11 An Ordinance authorizing the Mayor to declare a temporary kennel and cattery emergency suspending Section 11-4-9 of the Pueblo Municipal Code

N12 An Ordinance approving a Professional Services Agreement between the City of Pueblo, a Colorado Municipal Corporation and HUB International Insurance Services, Inc., a California corporation relating to risk management services, and authorizing the Mayor to execute said contract

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 23, 2026, and Order the Ordinances to be published BY TITLE.

P. REGULAR AGENDA

Q. RESOLUTIONS

Q1 A Resolution authorizing payment from the council contingencies account in the 2026 general fund budget to NeighborWorks Southern Colorado in the amount of $500 to sponsor their 6th Annual Golf Scramble at 8:00 AM at Elmwood Golf Course on Friday, May 8th, 2026

Q2 A Resolution in support of Friends of City Park’s submittal of a Letter of Intent for History Colorado’s State Historical Fund Competitive Grant Program to preserve the City Park

Bath House

R. ORDINANCES – FINAL PRESENTATION

R1 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 - *Introduced February 23, 2026 by Councilor Brett Boston*

R2 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 - *Introduced February 23, 2026 by Councilor Brett Boston*

R3 An Ordinance amending the 2026 fiscal year staffing ordinance by converting three (3) vacant full-time emergency medical officer (EMO) positions to three (3) fire engineer positions within the authorized staffing of the Fire Department - *Introduced February 23, 2026 by Councilor Brett Boston*

R4 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 - *Introduced February 23, 2026 by Councilor Brett Boston*

R5 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 - *Introduced February 23, 2026 by Councilor Brett Boston*

R6 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 - *Introduced February 23, 2026 by Councilor Brett Boston*

S. ADJOURN

REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS – CITY HALL
#1 CITY HALL PLACE
MONDAY, FEBRUARY 23, 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, Deputy City Clerk Vincent Petkosek, Municipal Records Coordinator Clyde Bishop.

E. SPECIAL RECOGNITIONS

E1 PROCLAMATION PRESENTATION: "AMERICAN RED CROSS MONTH — MARCH 2026" — PHIL MARTINEZ, EXECUTIVE DIRECTOR

F. PUBLIC FORUM

- Darly Vigil, Ray Aguilera Park Fence
- Kendall Curtis, Project Falcon
- Chris Gladney, Reclassification Ordinance N3
- Marcel Meastas, Reclassification Ordinance N3
- Elvis Martinez, Transparancy
- Eleonora Bartoli, Bath House

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 amend the agenda by moving M2 to the beginning of the regular meeting and approving the agenda as amended.

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

J. READING AND APPROVAL OF MINUTES

J1 CITY COUNCIL MINUTES 02/09/26

Councilor Boston, seconded by Councilor Latino, moved to dispense with the reading and approve the Minutes of the Regular Meeting dated **February 09, 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

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

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

This Resolution was assigned as **16258**.

M3 A RESOLUTION APPROVING COMPENSATION WITH RESPECT TO A LEGAL SERVICES AGREEMENT WITH FAIRFIELD & WOODS, P.C.

This Resolution was assigned as **16259**.

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

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 March 09, 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

M2 A RESOLUTION APPROVING THE PUEBLO CITY PARK AND ARKANSAS RIVER CORRIDOR MASTER PLAN

A staff report and detailed review of the Resolution was given by Stene Meier, Director of Parks and Recreation.

Councilor Boston, seconded by Councilor Danti, 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 **16260**.

Q1 A RESOLUTION CONFIRMING THE APPOINTMENT OF BELLA TRUJILLO TO THE POSITION OF DIRECTOR OF HUMAN RESOURCES

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

Councilor Boston, 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 **16261**.

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

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

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

Councilor Boston, 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 **16262**.

R. QUASI-JUDICIAL PROCEEDINGS

R1 AN ORDINANCE APPROVING THE ST. CHARLES INDUSTRIAL PARK, FILING NO. 4 SUBDIVISION

A staff report and detailed review of the Ordinance was given by Beritt Odom, Director of Planning & Community Development. Ms. Odom requested that the Planning & Zoning documents for this item, Case # S-25-07 dated 1-14-26, be made part of the record for this hearing. So ordered by President Aliff.

PUBLIC HEARING:

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

Councilor Boston, seconded by Councilor Latino, moved to approve the Ordinance on final

presentation.

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

This Ordinance was assigned as **11119.**

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

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

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as **11120.**

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

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

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as **11121.**

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.

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

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as **11122.**

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

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

PUBLIC HEARING:

Eleonora Bartoli appeared in person and spoke in favor of this Ordinance.

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

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

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

This Ordinance was assigned as **11123.**

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

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

PUBLIC HEARING:

Eleonora Bartoli appeared in person and spoke in favor of this Ordinance.

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

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

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

This Ordinance was assigned as **11124.**

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

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

PUBLIC HEARING:

Less Guen appeared in person and spoke in favor of this Ordinance.
Warren Dean appeared in person and spoke in favor of this Ordinance.
Gina Ryder appeared in person and spoke in favor of this Ordinance.
Johnathon Overton appeared in person and spoke in favor of this Ordinance.
Dave DeCenzo appeared in person and spoke against this Ordinance.
Elvis Martinez appeared in person and spoke against this Ordinance.
Barbra Vidmar appeared in person and spoke against this Ordinance.
Marv Stein appeared in person and spoke against this Ordinance.
Deniis Flores appeared in person and spoke against this Ordinance.
Bob Leach appeared in person and spoke against this Ordinance.
Brett Verna appeared in person and spoke against this Ordinance.

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

Councilor Ruiz-Gomez, seconded by Councilor Danti, moved to amend by postponing this Ordinance for 30 days.

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

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

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Latino, Councilor Hernandez,

Councilor Danti. **Nays:** Councilor Gomez, Councilor Ruiz-Gomez. Motion Passed 5-2.

This Ordinance was assigned as **11125.**

T. ADJOURN

President Aliff adjourned the meeting at 8:17 p.m.

Respectfully submitted,

Vincent Petkosek
Deputy City Clerk

Docusign Envelope ID: 108AE49D-CFA2-4D4A-A28D-F7AA1930D42F

City Clerk's Office Item # M1

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: March 9, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Vince Petkosek, Deputy City Clerk

FROM: Andra Ahrens, Director Wastewater

SUBJECT: A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $450,000 TO COLORADO FRONT RANGE ROOFING AND SETTING FORTH $45,000 FOR CONTINGENCIES FOR PROJECT NO. 25-112 (WWAN04) FY2026 REPLACEMENT OF VARIOUS ROOFS AT THE JAMES R. DIIORIO WATER RECLAMATION FACILITY AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE SAME.

SUMMARY:

This Resolution awards a construction contract to Colorado Front Range Roofing for Project No. 25-112 (WWAN04), FY2026 Replacement of Various Roofs at the James R. DiIorio Water Reclamation Facility (WRF). The project will replace the damaged roofs at five buildings around the plant.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

The WRF has five buildings, which are the Administration, Shop, Secondary Clarifier, Non-Potable Water, and the Dissolved Air Filtration Building that need to have their roofs replaced. In this project, the contractor will pull and replace all layers of roofing and bring the roof insulation up to code. The contractor will have to remove all air conditioner units and build up the curbs to allow for the proper spacing from the roof to the unit. The contractor will have to remove and replace all the skylights that are damaged and raise them up to accommodate the new roof.

FINANCIAL IMPLICATIONS:

The cost of the construction project was bid at $450,000 with contingencies of $45,000. Funds are available from the Sewer User Funds and appropriated to Project No. 25-112 (WWAN04 - Water Reclamation Facility Rehabilitation).

Docusign Envelope ID: 108AE49D-CFA2-4D4A-A28D-F7AA1930D42F

BOARD/COMMISSION RECOMMENDATION:

Not applicable

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

If no rehabilitation is performed on the roof, the building will continue to leak and cause damage inside the building. In some of the buildings, the leaks are over electrical equipment and could cause a power outage to the plant and could cause major issues.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 03-09-26 Roofing Bid Document 25-112 Bid Summary
2. 03-09-26 Location Map of Roofs

Docusign Envelope ID: 108AE49D-CFA2-4D4A-A28D-F7AA1930D42F

RESOLUTION NO. 16271

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $450,000 TO COLORADO FRONT RANGE ROOFING AND SETTING FORTH $45,000 FOR CONTINGENCIES FOR PROJECT NO. 25-112 (WWAN04) FY2026 REPLACEMENT OF VARIOUS ROOFS AT THE JAMES R. DIIORIO WATER RECLAMATION FACILITY AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE SAME.

WHEREAS, competitive bids for Project No. 25-112 (WWAN04-Water Reclamation Facility Rehabilitation) FY2026 Replacement of Various Roofs at the James R. DiIorio Water Reclamation Facility have been received and examined; an

WHEREAS, the proposal of Colorado Front Range Roofing of Pueblo, Colorado was the lowest of those bids determined to be responsive, and the Committee of Awards, by majority vote, recommends to the City Council that it authorize Project No. 25-112 (WWAN04) FY2026 Replacement of Various Roofs at the James R. DiIorio Water Reclamation Facility to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 25-112 (WWAN04) FY2026 Replacement of Various Roofs at the James R. DiIorio Water Reclamation Facility to be performed, and the contract for said project is hereby awarded to Colorado Front Range Roofing, in the amount of $450,000.

SECTION 2.

Funds for Project 25-112 (WWAN04-Water Reclamation Facility Rehabilitation) shall be from the Sewer User Funds.

SECTION 3.

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

SECTION 4.

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

Contingencies and Additional Work……$45,000.

Docusign Envelope ID: 108AE49D-CFA2-4D4A-A28D-F7AA1930D42F

SECTION 5.

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

SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: March 9, 2026

BY: Ted Hernandez
MEMBER OF CITY COUNCIL

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

ATTESTED BY: Signed by: Vincent Petkosek 330E90D300E24F8...
DEPUTY CITY CLERK

City of Pueblo
Purchasing
Teresa May Burns, Director
230 S. Mechanic St., Pueblo, CO 81003

EVALUATION TABULATION

IFB No. 25-112 (WWAN04)

Replacement of Various Roofs at Wastewater Reclamation Facility

RESPONSE DEADLINE: December 23, 2025 at 10:00 am
Report Generated: Monday, February 9, 2026

VENDOR TOTALS

Vendor	Base Bid	Add Alternate No.1	Add Alternate No. 2	Add Alternate No. 3	Total
Colorado Front Range Roofing	$408,306.30	$13,440.00	$23,267.75	$4,985.95	$450,000.00
Monument Roofing of Colorado a Tecta America Company, LLC	$375,981.00	$54,168.00	$17,139.00	$3,687.00	$450,975.00
Superior Roofing, Inc.	$434,919.00	$41,625.00	$12,475.00	$2,759.00	$491,778.00
7 Summits Roofing	$585,249.00	$31,500.00	$24,000.00	$5,100.00	$645,849.00
L.E. Roofing LLC	$598,970.00	$57,785.00	$18,025.00	$3,205.00	$677,985.00
Colorado Moisture Control, Inc.	$738,315.00	$61,030.00	$29,440.00	$9,395.00	$838,180.00
B & M Roofing of Colorado LLC	$782,904.00	$30,775.00	$9,300.00	$46,500.00	$869,479.00
Weathercraft Co.	$700,547.00	$73,195.00	$144,735.00	$31,250.00	$949,727.00
Flynn BEC LP	$879,062.00	$83,456.00	$52,925.00	$10,585.00	$1,026,028.00

BASE BID

Base Bid				7 Summits Roofing	B & M Roofing of Colorado LLC	Colorado Front Range Roofing	Colorado Moisture Control, Inc.	Flynn BEC LP	L.E. Roofing LLC	Monument Roofing of Colorado a Tecta America Company, LLC	Superior Roofing, Inc.	Weathercraft Co.
Selected	Line Item	Description	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost
X	1	Administration Building - Remove and Replace Roof	Lump Sum	$258,999.00	$315,732.00	$171,663.70	$302,365.00	$357,146.00	$211,425.00	$163,297.00	$210,463.00	$315,245.00
X	2	Shop Building - Remove and Replace Roof	Lump Sum	$203,000.00	$253,507.00	$113,026.85	$240,605.00	$260,552.00	$208,313.00	$143,125.00	$139,948.00	$245,191.00
X	3	Secondary Clarifier Building - Remove and Replace Roof	Lump Sum	$28,000.00	$54,982.00	$45,045.00	$58,895.00	$62,122.00	$39,176.00	$17,540.00	$33,636.00	$28,022.00
X	4	Non-Potable Water Building - Remove and Replace Roof	Lump Sum	$31,500.00	$70,460.00	$37,710.00	$54,200.00	$121,196.00	$45,883.00	$18,667.00	$30,512.00	$35,028.00
X	5	D.A.F. Building - Remove and Replace Roof	Lump Sum	$47,250.00	$76,642.00	$32,985.75	$72,850.00	$75,547.00	$44,533.00	$29,490.00	$18,860.00	$49,039.00
X	6	Mobilization	Lump Sum	$16,500.00	$11,581.00	$7,875.00	$9,400.00	$2,499.00	$49,640.00	$3,862.00	$1,500.00	$28,022.00
Total				$585,249.00	$782,904.00	$408,306.30	$738,315.00	$879,062.00	$598,970.00	$375,981.00	$434,919.00	$700,547.00

ADD ALTERNATE NO. 1

ADD ALTERNATE NO. 1				7 Summits Roofing	B & M Roofing of Colorado LLC	Colorado Front Range Roofing	Colorado Moisture Control, Inc.	Flynn BEC LP	L.E. Roofing LLC	Monument Roofing of Colorado a Tecta America Company, LLC	Superior Roofing, Inc.	Weathercraft Co.
Selected	Line Item	Description	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost
X	7	Administration Building - Replace all Batten Style Metal Roof and Wall Panels	Lump Sum	$31,500.00	$30,775.00	$13,440.00	$61,030.00	$83,456.00	$57,785.00	$54,168.00	$41,625.00	$73,195.00
Total				$31,500.00	$30,775.00	$13,440.00	$61,030.00	$83,456.00	$57,785.00	$54,168.00	$41,625.00	$73,195.00

ADD ALTERNATE NO. 2

ADD ALTERNATE NO. 2				7 Summits Roofing	B & M Roofing of Colorado LLC	Colorado Front Range Roofing	Colorado Moisture Control, Inc.	Flynn BEC LP	L.E. Roofing LLC	Monument Roofing of Colorado a Tecta America Company, LLC	Superior Roofing, Inc.	Weathercraft Co.
Selected	Line Item	Description	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost
X	8	Shop Building - Remove and Replace All Skylights	Lump Sum	$24,000.00	$9,300.00	$23,267.75	$29,440.00	$52,925.00	$18,025.00	$17,139.00	$12,475.00	$144,735.00
Total				$24,000.00	$9,300.00	$23,267.75	$29,440.00	$52,925.00	$18,025.00	$17,139.00	$12,475.00	$144,735.00

ADD ALTERNATE NO. 3

ADD ALTERNATE NO. 3				7 Summits Roofing	B & M Roofing of Colorado LLC	Colorado Front Range Roofing	Colorado Moisture Control, Inc.	Flynn BEC LP	L.E. Roofing LLC	Monument Roofing of Colorado a Tecta America Company, LLC	Superior Roofing, Inc.	Weathercraft Co.
Selected	Line Item	Description	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost
X	9	D.A.F. Building - Remove and Replace All Skylights	Lump Sum	$5,100.00	$46,500.00	$4,985.95	$9,395.00	$10,585.00	$3,205.00	$3,687.00	$2,759.00	$31,250.00
Total				$5,100.00	$46,500.00	$4,985.95	$9,395.00	$10,585.00	$3,205.00	$3,687.00	$2,759.00	$31,250.00

Location of Roofs



Docusign Envelope ID: 108AE49D-CFA2-4D4A-A28D-F7AA1930D42F

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: March 9, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Vincent Petkosek, Deputy City Clerk

FROM: Greg Pedroza, Director Aviation

SUBJECT: A RESOLUTION ESTABLISHING PROJECT ACCOUNT AP2603-PUB TAXIWAY A SEALCOAT (PHASE 1), CLOSING PROJECT ACCOUNT AP2101-TAXIWAY E RECONSTRUCTION, AND TRANSFERRING REMAINING FUNDS IN THE AMOUNT OF $164,616.07 TO PROJECT ACCOUNT AP2603-PUB TAXIWAY A SEALCOAT (PHASE 1)

SUMMARY:

This resolution establishes Project Account AP2603-PUB Taxiway A Sealcoat (Phase 1), closes completed Project Account AP2101-Taxiway E Reconstruction, and transfers remaining funds into AP2603.

PREVIOUS COUNCIL ACTION:

Ordinance 9869, passed and approved January 2021, transferred unused Passenger Facility Charges (PFC) from Project Account AP1902-Wildlife Perimeter Fence.

BACKGROUND:

The center section of Taxiway A at the Pueblo Memorial Airport is due for a full sealcoat. This project is scheduled for 2026 on the Airport Capital Improvement Plan with the FAA and CDOT.

PFC funds were previously budgeted and appropriated for two previous projects for grant matching and associated upfront costs. FAA grants were awarded for 100% reimbursement for project costs; therefore, PFC funds were not needed. These funds will be transferred to this new project for grant matching and upfront engineering cost. Project Taxiway E Reconstruction has been completed. It is anticipated that the FAA will award the City of Pueblo a grant for 95% reimbursement and CDOT will award a grant for 2.5% reimbursement.

Docusign Envelope ID: 108AE49D-CFA2-4D4A-A28D-F7AA1930D42F

FINANCIAL IMPLICATIONS:

Funds in the amount of $164,616.07 will be transferred to Project Account AP2603-PUB Taxiway A Sealcoat. It is anticipated that 97.5% of the total project costs will be reimbursed back to the City.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this resolution.

STAKEHOLDER PROCESS:

Not applicable to this resolution.

ALTERNATIVES:

Denying the Resolution will prevent the sealcoat of Taxiway A.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

Docusign Envelope ID: 108AE49D-CFA2-4D4A-A28D-F7AA1930D42F

RESOLUTION NO. 16263

A RESOLUTION ESTABLISHING PROJECT ACCOUNT AP2603-PUB TAXIWAY A SEALCOAT (PHASE 1), CLOSING PROJECT ACCOUNT AP2101-TAXIWAY E RECONSTRUCTION, AND TRANSFERRING REMAINING FUNDS IN THE AMOUNT OF $164,616.07 TO PROJECT ACCOUNT AP2603-PUB TAXIWAY A SEALCOAT (PHASE 1)

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Project Account AP2603-PUB Taxiway A Sealcoat (Phase 1) is hereby established.

SECTION 2.

Project Account AP2101-Taxiway E Reconstruction is hereby closed, and funds in the amount of $164,616.07 shall be transferred to Project Account AP2603-PUB Taxiway A Sealcoat (Phase 1).

SECTION 3.

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

SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: March 9, 2026

BY: Ted Hernandez
MEMBER OF CITY COUNCIL

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

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

Docusign Envelope ID: 108AE49D-CFA2-4D4A-A28D-F7AA1930D42F

City Clerk's Office Item # M3

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: March 9, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Vince Petkosek, Deputy City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $67,535 TO LG CONTRACTORS, A LIMITED LIABILITY COMPANY, FOR PROJECT NO. 26-016, CONCRETE IMPROVEMENTS - 1500 BLOCK ROUTT AVENUE (CDBG), SETTING FORTH $10,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a Resolution awarding a Construction Contract to Lg Contractors, LLC, for Project No. 26-016, Concrete Improvements - 1500 Block of Routt Avenue.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

In general, this project will consist of ADA curb ramp and sidewalk improvements to the 1500 Block of Routt Avenue. The Resolution awards the Construction Contract to Lg Contractors, LLC.

FINANCIAL IMPLICATIONS:

Funding (including contingencies) in the amount of $77,535.00 will be paid from Account Project No. CD2506 1500 Blk E Routt - Sidewalks/Curbs

BOARD/COMMISSION RECOMMENDATION:

None.

Docusign Envelope ID: 108AE49D-CFA2-4D4A-A28D-F7AA1930D42F

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will cancel the project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 26-016 Bid Summary

Docusign Envelope ID: 108AE49D-CFA2-4D4A-A28D-F7AA1930D42F

RESOLUTION NO. 16264

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $67,535 TO LG CONTRACTORS, A LIMITED LIABILITY COMPANY, FOR PROJECT NO. 26-016, CONCRETE IMPROVEMENTS - 1500 BLOCK ROUTT AVENUE (CDBG), SETTING FORTH $10,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, bids for Project No. 26-016, Concrete Improvements - 1500 Block Routt Avenue (CDBG) have been received and examined; and,

WHEREAS, the proposal of Lg Contractors, LLC, was the lowest of those bids determined to be responsive, and the Committee of Awards recommends to the City Council that it authorizes Project No. 26-016 Concrete Improvements - 1500 Block Routt Avenue (CDBG) to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 26-016, Concrete Improvements - 1500 Block Routt Avenue (CDBG), to be performed, and the contract for said project is hereby awarded to Lg Contractors, LLC, in the amount of $67,535.00.

SECTION 2.

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

SECTION 3.

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

Contingencies and Additional Work…….$10,000.00

SECTION 4.

Funds for Project No. 26-016 (including contingencies and additional work), in the amount of $77,535.00 shall be from Account Project No. CD2506 1500 Blk E Routt - Sidewalks/Curbs.

SECTION 5.

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

SECTION 6.

Docusign Envelope ID: 108AE49D-CFA2-4D4A-A28D-F7AA1930D42F

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: March 9, 2026

BY: Ted Hernandez
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Cliff
B7A2F51823AB462...
PRESIDENT OF CITY COUNCIL

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

City of Pueblo
Purchasing
Teresa May Burns, Director
230 S. Mechanic St., Pueblo, CO 81003

EVALUATION TABULATION

IFB No. 26-016 (CD2506)

Concrete Improvements - 1500 Block Routt Avenue (CDBG)

RESPONSE DEADLINE: February 18, 2026 at 10:30 am

Report Generated: Wednesday, February 18, 2026

VENDOR TOTALS

Vendor	Total
Lg Contractors	$67,535.00
Wicked Outlaw Construction	$68,164.75
Cedar Ridge Landscape, Inc	$74,130.25

BASE BID

BASE BID					Cedar Ridge Landscape, Inc		Lg Contractors		Wicked Outlaw Construction	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Remove Asphalt	1004	S.F.	$2.50	$2,510.00	$3.00	$3,012.00	$2.50	$2,510.00
X	2	Remove Curb and Gutter	502	L.F.	$6.00	$3,012.00	$3.00	$1,506.00	$5.00	$2,510.00
X	3	Remove Concrete	3215	S.F.	$2.50	$8,037.50	$3.00	$9,645.00	$2.75	$8,841.25
X	4	Construct Curb Head	20	L.F.	$18.00	$360.00	$19.00	$380.00	$20.00	$400.00
X	5	Construct Curb and Gutter	502	L.F.	$39.00	$19,578.00	$30.00	$15,060.00	$30.00	$15,060.00
X	6	Construct 4" Concrete	2639	S.F.	$8.25	$21,771.75	$7.00	$18,473.00	$5.50	$14,514.50
X	7	Construct 6" Concrete	438	S.F.	$11.00	$4,818.00	$9.00	$3,942.00	$8.00	$3,504.00
X	8	Construct Asphalt Roadway Patch	932	S.F.	$9.00	$8,388.00	$11.00	$10,252.00	$12.50	$11,650.00
X	9	Install 24" X 24" Tactile Band	3	EA.	$230.00	$690.00	$220.00	$660.00	$160.00	$480.00
X	10	Install Class 6 Base Material (Place and Compact)	3	TON	$55.00	$165.00	$35.00	$105.00	$65.00	$195.00
X	11	Erosion and Sediment Control	1	LS	$500.00	$500.00	$1,500.00	$1,500.00	$500.00	$500.00
X	12	Traffic Control	1	LS	$1,500.00	$1,500.00	$1,500.00	$1,500.00	$3,000.00	$3,000.00
X	13	Mobilizaiton	1	LS	$2,800.00	$2,800.00	$1,500.00	$1,500.00	$5,000.00	$5,000.00
Total						$74,130.25		$67,535.00		$68,164.75

Docusign Envelope ID: 108AE49D-CFA2-4D4A-A28D-F7AA1930D42F

City Clerk's Office Item # M4

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: March 9, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Vince Petkosek, Deputy City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION ESTABLISHING PROJECT ACCOUNT ED2601 - ECONOMIC DEVELOPMENT SUPPORT, TRANSFERRING PREVIOUSLY BUDGETED AND APPROPRIATED FUNDS IN THE AMOUNT OF $50,000 FROM PROJECT ACCOUNT ED2302 - REPAIR & MAINTENANCE RAIL LINES TO ED2601, AND TRANSFERRING PREVIOUSLY BUDGETED AND APPROPRIATED FUNDS IN THE AMOUNT OF $187.07 FROM PROJECT ACCOUNT ED2501 - ECONOMIC DEVELOPMENT SUPPORT TO ED2601

SUMMARY:

This Resolution establishes a new project account ED2601 - Economic Development Support and transfers previously budgeted and appropriated funds in the amount of $50,000.00 from project account ED2302 - Repair & Maintenance Rail Lines and $187.07 from project account ED2501 - Economic Development Support into the new account.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The Mayor's Office will conduct outreach, coordination, and facilitation of economic development activities directly with new prospects to attract new business activity within the City. These activities will include preparation and distribution of marketing and outreach materials; data collection, analysis, and research activities; coordination with the Pueblo Urban Renewal Authority (PURA), City departments, utilities, and other stakeholders; and other required activities to identify, analyze, and prepare economic development project proposals. This Resolution transfers unused 1/2-cent sales tax funds originally allocated to the repair and maintenance of rail lines to fund this new economic development project through the end of 2026 in accordance with the economic development criteria ordinance.

Docusign Envelope ID: 108AE49D-CFA2-4D4A-A28D-F7AA1930D42F

FINANCIAL IMPLICATIONS:

Funds in the amount of $50,000.00 shall be transferred from project account ED2302 - Repair & Maintenance Rail Lines into project account ED2601 - Economic Development Support. Funds in the amount of $187.07 shall be transferred from project account ED2501 - Economic Development Support into project account ED2601 - Economic Development Support.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this Resolution will preclude the establishment of the new Economic Development Support account and associated fund transfer.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

Docusign Envelope ID: 108AE49D-CFA2-4D4A-A28D-F7AA1930D42F

RESOLUTION NO. 16265

A RESOLUTION ESTABLISHING PROJECT ACCOUNT ED260 ECONOMIC DEVELOPMENT SUPPORT, TRANSFERRING PREVIOUSLY BUDGETED AND APPROPRIATED FUNDS IN THE AMOUNT OF $50,000 FROM PROJECT ACCOUNT ED2302 REPAIR & MAINTENANCE RAIL LINES TO ED2601, AND TRANSFERRING PREVIOUSLY BUDGETED AND APPROPRIATED FUNDS IN THE AMOUNT OF $187.07 FROM PROJECT ACCOUNT ED2501 - ECONOMIC DEVELOPMENT SUPPORT TO ED2601

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Project Account ED2601 - Economic Development Support is hereby established.

SECTION 2.

Funds in the amount of $50,000.00 are hereby transferred from Project Account ED2302 - Repair & Maintenance Rail Lines into Project Account ED2601 - Economic Development Support.

SECTION 3.

Funds in the amount of $187.07 are hereby transferred from Project Account ED2501 - Economic Development Support into Project Account ED2601 - Economic Development Support.

SECTION 4.

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

Docusign Envelope ID: 108AE49D-CFA2-4D4A-A28D-F7AA1930D42F

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: March 9, 2026

BY: Ted Hernandez
MEMBER OF CITY COUNCIL

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

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

Docusign Envelope ID: 108AE49D-CFA2-4D4A-A28D-F7AA1930D42F

City Clerk's Office Item # M5

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: March 9, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Vincent Petkosek, Deputy City Clerk

FROM: Danny Nunn, Director of Finance

SUBJECT: A RESOLUTION ESTABLISHING PROJECT CI2611 - CITY HALL UPGRADES, TRANSFERRING $50,000 FROM PROJECT CI2507 - CITY HALL SECURITY UPGRADES TO CI2611 - CITY HALL UPGRADES, AND ULTIMATELY CLOSING PROJECT CI2507.

SUMMARY:

This Resolution establishes Project CI2611 - City Hall Upgrades, transfers $50,000 from CI2507 - City Hall Security Upgrades to CI2611, and ultimately closes out Project CI2507 - City Hall Security Upgrades.

PREVIOUS COUNCIL ACTION:

The 2025 Adopted Budget budgeted and appropriated $350,000 to Project CI2507 for the purposes of City Hall security upgrades.

BACKGROUND:

In 2025, City Council budgeted and appropriated $350,000 into Project CI2507 for the purposes of City Hall security upgrades. Cost estimates for the proposed improvements exceeded the available budget, so the project was ultimately abandoned.

In 2026, a significant portion of City staff relocated to the new City Annex Building, leaving vacant office space in City Hall. City Administration subsequently repurposed an office in City Hall to provide City Council with a dedicated workspace. Project CI2611 will fund the necessary equipment, furnishings, and upgrades to ensure the office is suitable for Council use.

FINANCIAL IMPLICATIONS:

$50,000 will be transferred from Ci2507 to CI2611 - City Hall Upgrades. Project CI2507 will be closed out, and any remaining budget returned to the Capital Improvement Fund,

Docusign Envelope ID: 108AE49D-CFA2-4D4A-A28D-F7AA1930D42F

after payment of final invoices related to preliminary design work for the abandoned security upgrades, which can be used for future capital improvements.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

Not to pass the Resolution.

RECOMMENDATION:

City Staff recommends the passage of the Ordinance

ATTACHMENTS:

None

Docusign Envelope ID: 108AE49D-CFA2-4D4A-A28D-F7AA1930D42F

RESOLUTION NO. 16272

A RESOLUTION ESTABLISHING PROJECT CI2611 - CITY HALL UPGRADES, TRANSFERRING $50,000 FROM PROJECT CI2507 - CITY HALL SECURITY UPGRADES TO CI2611 - CITY HALL UPGRADES, AND ULTIMATELY CLOSING PROJECT CI2507.

WHEREAS, City Council previously appropriated funds for Project CI2507 for the purposes of City Hall security upgrades; and

WHEREAS, the projected costs for the security upgrades exceeded available appropriations and the project was abandoned; and

WHEREAS, City staff relocation to the City Annex Building created available office space in City Hall that has been repurposed to provide City Council with a dedicated workspace; and

WHEREAS, City Council desires to establish Project CI2611 to fund the upgrades and equipment necessary to make the workspace functional and suitable for use; NOW THEREFORE

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Project CI2611 – City Hall Upgrades is hereby established.

SECTION 2.

The sum of $50,000 is hereby transferred from CI2507 – City Hall Security Upgrades to CI2611 – City Hall Upgrades.

SECTION 3.

Project CI2507 – City Hall Security Upgrades is hereby closed, and any remaining funds shall be returned to the Capital Improvement Fund balance after final obligations have been settled.

SECTION 4.

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

Docusign Envelope ID: 108AE49D-CFA2-4D4A-A28D-F7AA1930D42F

SECTION 5.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: March 9, 2026

BY: Ted Hernandez
MEMBER OF CITY COUNCIL

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

ATTESTED BY: Signed by: Vincent Petkosek 330E90D300E24E8...
DEPUTY CITY CLERK

Docusign Envelope ID: 108AE49D-CFA2-4D4A-A28D-F7AA1930D42F

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: March 9, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Vince Petkosek, Deputy City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION ESTABLISHING A NEW PROJECT ACCOUNT HU2603, WEST SIDE CONNECTOR, TRANSFERRING FUNDS IN THE AMOUNT OF $37,621.43 FROM HUAN01 - STREET RESURFACING TO HU2603 - WEST SIDE CONNECTOR, APPROVING AMENDMENT NO. 2 TO THE AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND PINYON ENVIRONMENTAL, INC., A COLORADO CORPORATION, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

This Resolution establishes Project Account HU2603, West Side Connector, transfers funds in the amount of $37,621.43 from HUAN01 - Street Resurfacing to HU2603 - West Side Connector and approves Contract Amendment No. 2 to the Agreement for Professional Services awarded to Pinyon Environmental, Inc., for Project No. 24-136, Provide National Environmental Protection Act (NEPA) for West Side Improvements.

PREVIOUS COUNCIL ACTION:

Ordinance 10787, dated September 9, 2024, established Project Account DT2401 - West Side Connector (FHWA) Project, approved an IGA between the City and the USDOT (FHWA), budgeted and appropriated funds totaling $16,834,725.00 for the Project.

Resolution 15880, dated January 27, 2025, awarded an agreement for professional services in the amount of $289,234.00 to Pinyon Environmental, Inc., for Project No. 24-136 Provide NEPA for West Side Improvements.

BACKGROUND:

Docusign Envelope ID: 108AE49D-CFA2-4D4A-A28D-F7AA1930D42F

The City was awarded a RAISE Grant which funds several project components that will improve transportation connectivity between the west side of the City and downtown. In the first component, Sun Mountain Boulevard (formerly Spaulding Ave) will be extended from 24th Street to 31st Street. The second component will rehabilitate seventy (70) west side bus stops to comply with ADA standards. The third component consists of planning and design for a 24th Street bridge and traffic corridor to connect the west side area to downtown. A total of four contracts will be awarded for planning, design, and construction work associated with the proposed improvements.

Pinyon Environmental, Inc., was contracted to provide comprehensive National Environmental Policy Act (NEPA) environmental planning services for the West Side Improvements project, which includes the design and construction of Sun Mountain Boulevard, and the rehabilitation of approximately 70 bus stops to comply with ADA standards on the west side of Pueblo.

The first amendment, totaling $16,890.00, expanded the scope of services to include updates and provide additional environmental services for the revised bus stop locations.

The second amendment, totaling $86,005.00, expands the scope of services for additional technical environmental analysis necessary for Sun Mountain Boulevard Environmental Assessment (EA). Although the total amount of the amendment is $86,005, previously appropriated funds in project account DT2401 in the amount of $48,383.57 is already budgeted and appropriated to cover the difference between the amendment amount and the amount of HUTF funds requested for transfer.

FINANCIAL IMPLICATIONS:

Funding in the amount of $37,621.43 is transferred from HUAN01 - Street Resurfacing to HU2603 - West Side Connector.

Funding in the amount of $86,005.00 will be paid from Project Accounts HU2603 and DT2401, West Side Connector Project.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

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

Docusign Envelope ID: 108AE49D-CFA2-4D4A-A28D-F7AA1930D42F

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 24-136 Pinyon -West Side NEPA - Amendment No 2

Docusign Envelope ID: 108AE49D-CFA2-4D4A-A28D-F7AA1930D42F

RESOLUTION NO. 16266

A RESOLUTION ESTABLISHING A NEW PROJECT ACCOUNT HU2603, WEST SIDE CONNECTOR, TRANSFERRING FUNDS IN THE AMOUNT OF $37,621.43 FROM HUAN01 - STREET RESURFACING TO HU2603 - WEST SIDE CONNECTOR, APPROVING AMENDMENT NO. 2 TO THE AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND PINYON ENVIRONMENTAL, INC., A COLORADO CORPORATION, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, an Agreement for Professional Services was awarded to Pinyon Environmental, Inc., on January 30, 2025, and,

WHEREAS, Amendment No. 1 to the Agreement for Professional Services was approved on September 18, 2025, and;

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

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Account Project HU2603, West Side Connector is hereby established.

SECTION 2.

Funds in the amount of $37,621.43 are hereby transferred from Account Project HUAN01 - Street Resurfacing to Account Project HU2603 - West Side Connector.

SECTION 3.

Amendment No. 2 to the Agreement for Professional Services for Project No. 24-136 Provide National Environmental Protection Act (NEPA) for West Side Improvements, by and between the City of Pueblo, a Colorado Municipal Corporation, and Pinyon Environmental, Inc., a Colorado Corporation, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved, and City Council authorizes the amended and additional work contemplated by the Amendment to be performed.

SECTION 4.

Additional funds in the amount of $86,005.00 required by such amendment shall be paid from Project Accounts HU2603 and DT2401 – West Side Connector and Project.

SECTION 5.

Docusign Envelope ID: 108AE49D-CFA2-4D4A-A28D-F7AA1930D42F

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

SECTION 6.

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

SECTION 7.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: March 9, 2026

BY: Ted Hernandez
MEMBER OF CITY COUNCIL

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

ATTESTED BY: Signed by: Vincent Petkosek 330E90D300E24F8...
DEPUTY CITY CLERK

AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN CITY OF PUEBLO AND PINYON ENVIRONMENTAL, INC.

1. INTRODUCTION

This Amendment No. 2 to the Professional Services Agreement ("Amendment") is executed to be effective as of the _____ day of _____, 20____, by and between the City of Pueblo, a Colorado Municipal Corporation ("City") and Pinyon Environmental, Inc., a Colorado Corporation ("Consultant"). City and Consultant are sometimes referred to herein as a "Party" and collectively, as the "Parties."

2. PROJECT STATEMENT

WITNESSETH THAT:

WHEREAS, City and Consultant entered into that certain Professional Services Agreement dated January 30, 2025, for Bid 24-136 Provide National Environmental Protection Act (NEPA) for West Side Improvements (the "Agreement") and Amendment No. 1 dated September 18, 2025;

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

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

3. AGREEMENT

A. The Agreement is amended by expanding the scope of service to include the following additional services:

   1. Consultant shall perform additional services for the modifications and updates necessary for Sun Mountain Blvd. technical analysis for the FHWA-reviewed Environmental Assessment (EA) as identified in Attachment A.

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

B. With respect to services provided under the Amendment No. 2, the fee schedule attached as Attachment B to this Amendment No. 2 shall apply to compensation payable to Consultant. The aggregate compensation payable to the Consultant for performance of the additional services authorized by this Amendment No. 2 shall not exceed the maximum amount of $86,005.00 as set forth in the Attachment B and notwithstanding whether the service is billed as Time and Material.

1. The compensation payable to the Consultant by this Amendment No. 2 shall be billed at the amounts set forth in the Attachment B.

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

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

D. Except as expressly modified by this Amendment No. 2, the Agreement shall remain in full force and effect. Except as modified by this Amendment No. 2, any obligations to be performed under the Agreement by either party are not waived nor excused in any manner but shall be performed in accordance with the terms and conditions of the Agreement as it existed prior to this Amendment No. 2.

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

4. SIGNATURE SECTION

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

CITY OF PUEBLO, A MUNICIPAL CORPORATION

By_____
Teresa May Burns, Director of Purchasing

Attest_____
Vincent Petkosek, Deputy City Clerk

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

_____
Danny Nunn, Director of Finance

PINYON ENVIRONMENTAL, INC.

By_____
Brian Partington, Principal

[SEAL]

APPROVED AS TO FORM
DEPARTMENT OF LAW

_____
Robert Jagger, Deputy City Attorney

Attachments: Attachments A - B and Additional Information for Amendment

Attachment A

Scope of Services

Excerpt from Consultant Proposal dated November 19, 2025, Pages 2 - 3

The City of Pueblo (City) is planning roadway reconstruction that includes construction of a new roadway, Americans with Disabilities Act (ADA) upgrades to bus stops, and installation of new bus stops within the Pueblo West Side community.

Recent and significant changes in the Sun Mountain Blvd project design require modifications and updates to the technical analysis of the already FHWA-reviewed Environmental Assessment (EA) as well as each of the associated technical memoranda. Changes have included several additions/subtractions in the number of bus stops; changes in the location of bus stops as a result in survey, constraints, or other engineering decisions; and discovery of right-of-way constraints along Sun Mountain, where redesign of the roadway, changes in intersection types (e.g., roundabouts changed to stop-controlled), and water quality facility changes. These changes have impacted the schedule, redo of technical analysis, and increased project management team participation. Pinyon has attempted to accommodate many of these changes in our original (and modified) budget; however, that budget is not sufficient to complete the work.

All technical memoranda, already having been submitted to FHWA, need to be updated with the revised design narrative and graphics even where additional analysis is not required. Further analysis of the previously completed impact assessment and mitigation planning also needs to occur to meet FHWA requirements prior to their re-review of those assessments. Extra effort is being put into presenting FHWA a package with the intention to show FHWA that the package addresses their initial review comments as well as spelling out what changes to the project were made in the hopes that this will be the final review and avoid another timely review process. Additionally, the project schedule has been extended, and the cadence of meetings was increased to weekly project management team (PMT) meetings versus the scoped bi-weekly PMT meetings due to the complexities of this project.

Other topics of note:

- Noise – the noise model needs to be rebuilt with the new Sun Mountain Blvd design which is different than what the design was when the modeling was performed back in July; the impact assessment needs to be redone to reflect the new model and updating to the mitigation planning (if required).
- Biological Resources – recalculations of the impacts to open waters needs to be completed with the newly designed box culvert crossing of Wild Horse Creek; coordination with the U.S. Army Corps of Engineers (USACE) per FHWA request due to the stream impacts approaching threshold amounts for having to use Nationwide Permit(s), which was not originally scoped; revision of the Biological Resources Technical Memorandum with all new figures, the updated design narrative and the potential for permitting requirements due to the updated design.
- Archaeological Resources – develop new study area based on the addition of temporary staging areas to the project footprint; completion of an additional pedestrian survey of the areas that were not cleared with the initial project footprint; update findings; update figures and the design narrative.

- Historic Resources – revision of the Area of Potential Effect (APE); confirm research covers the new APE study area; complete additional pedestrian survey (if needed); update findings; update figures and update the design narrative.
- Water Quality/Stormwater – develop a new narrative in the EA which was not previously reviewed by FHWA as the design was not yet established to include Water Quality/Stormwater in summer 2025 when the draft EA was submitted to FHWA. FHWA had multiple questions about Water Quality/Stormwater in their initial review of the EA. This section will incorporate updates in design of swales north of Wild Horse Creek as well as coordination with the City and the Pikes Peak Development subdivision swales, basin, and maintenance agreements.
- Utilities – this will be a new section of the EA as per FHWA request which addresses all current and proposed utilities associated with the Sun Mountain Blvd design which was not established at the time the draft EA initial submission to FHWA in the summer of 2025.

Additionally, the EA itself requires significant revision of the project description and all the figures/mapping, as well as new narrative required based on the changes to design. A secondary result of the changing design has been an increase in project management including direct agency coordination, which was not included in the original scope; extensive coordination required with the design engineer to obtain design details; adapt to on-going changes to the design schedule; and update/modify public engagement materials multiple times which also necessitated support from both Pinyon and our subconsultant in charge of public involvement, Chickenango.

To address the changes, and FHWA's request for additional information including early coordination with the USACE, a change order is required for Pinyon and Chickenango to complete the National Environmental Policy Act (NEPA) study. Although the additional work is not anticipated to change the level of NEPA reporting, it does require multiple reports to be revised and modeling to be rebuilt. The below table provides additional details regarding this request.

Attachment B

Fee Schedule

Excerpt from Consultant Proposal dated November 19, 2025, Pages 3 - 4

Task	Change Order Amount	Notes
Project Management	$36,255	Meeting cadence increased to weekly for two attendees for 19 weeks, additional coordination, meetings, communication, QC, and agency coordination, as well as an extended project schedule.
Noise	$13,470	Model needs to be rebuilt with modified design; impact assessment redone; update mitigation planning.
Hazardous Materials	$345	Update figures, design narrative.
Biological Resources	$795	Calculate impacts to open waters; coordinate with the U.S. Army Corps of Engineers (USACE) per FHWA request; revise Biological Resources Technical Memorandum; update figures, design narrative, and permitting requirements.
Archaeological and Historic Resources	$4,825	Develop updated Area of Potential Effects; complete additional pedestrian survey; update findings; update figures and design narrative.
Visual Impact Assessment	$725	Update figures, design narrative.
NEPA EA – Final; NEPA Decision Document	$11,790	Update of figures and cross sections.
Public Involvement – Chickenango	$16,500	Revisions to public notices, media, boards and presentation materials.
Utilities	$1,300	A new section per FHWA request
TOTAL	**$86,005**	

Additional Information for Amendment

System for Award Management (SAM.gov) Registration

Certificate of Good Standing

PERA Questionnaire

Insurance Certificate(s)

SAM.GOV®

PINYON ENVIRONMENTAL, INC.

REVIEWED
By Christina Garcia at 8:19 am, Sep 15, 2025

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
TSYVJJBLEML8	**1QKX7**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Jul 29, 2026**	
Physical Address	Mailing Address	
3222 South Vance Street #200 Lakewood, Colorado 80227-5003 United States	**3222 S Vance ST Suite 200 Lakewood, Colorado 80227-5003 United States**	

Business Information

Doing Business as	Division Name	Division Number
(blank)	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Colorado 07	**Colorado / United States**	**http://pinyon-env.net/**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Jul 31, 2025	**Jul 29, 2025**	**Feb 26, 2002**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Jul 19, 1993	**Dec 31**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

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

Proceedings Questions

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

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

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

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
Corporate Entity (Not Tax Exempt)	**Business or Organization**	**(blank)**

Profit Structure

For Profit Organization

Socio-Economic Types

SBA-Certified Women-Owned Small Business
Entrance Date: **Aug 22, 2022**
Exit Date: **(blank)**

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

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
Yes	**No**
EFT Indicator	CAGE Code
0000	**1QKX7**

Points of Contact

Electronic Business

Scott Epstein, CEO
3222 S. Vance ST.
Unit 200
Lakewood, Colorado 80227
United States

Tim Dwenger
3222 S. Vance ST.
Lakewood, Colorado 80232
United States

Government Business

Russ Cirillo, Federal Market Manager
3222 S. Vance ST.
Unit 200
Lakewood, Colorado 80227
United States

Tim Dwenger, Marketing & Proposals Lead
3222 S. Vance ST.
Unit 200
Lakewood, Colorado 80227
United States

Past Performance

Russ Cirillo, Federal Market Manager
3222 S. Vance ST.
Unit 200
Lakewood, Colorado 80227
United States

Tim Dwenger, Marketing & Proposals Lead
3222 S. Vance ST.
Lakewood, Colorado 80232
United States

Service Classifications

NAICS Codes

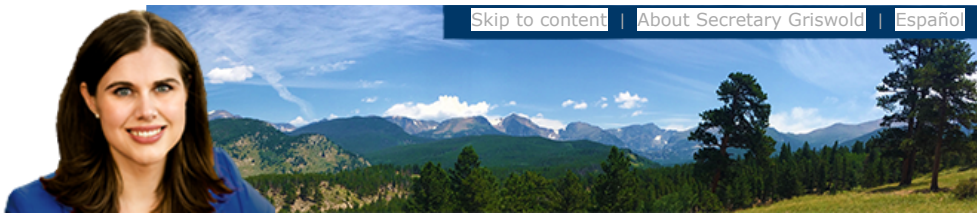
Primary	NAICS Codes	NAICS Title
Yes	**541620**	**Environmental Consulting Services**
	541320	**Landscape Architectural Services**
	541330	**Engineering Services**
	541611	**Administrative Management And General Management Consulting Services**
	541690	**Other Scientific And Technical Consulting Services**
	541720	**Research And Development In The Social Sciences And Humanities**
	541990	**All Other Professional, Scientific, And Technical Services**
	562910	**Remediation Services**

Disaster Response

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
(blank)	**(blank)**

States	Counties	Metropolitan Statistical Areas
Any	**(blank)**	**(blank)**



Summary

For this Record...

Filing history and documents
Trade names
Get a certificate of good standing
File a form
Subscribe to email notification
Unsubscribe from email notification
Subscribe to text notification
Unsubscribe from text notification

Business Home
Business Information
Business Search

FAQs, Glossary and Information

Details			
Name	Pinyon Environmental, Inc.		
Status	Good Standing	**Formation date**	07/19/1993
ID number	19931074081	**Form**	Corporation
Periodic report month	July	**Jurisdiction**	Colorado
Principal office street address	3222 S Vance St Ste 200, Lakewood, CO 80227, US		
Principal office mailing address	3222 S Vance St Ste 200, Lakewood, CO 80227, US		

Registered Agent	
Name	Scott G Epstein
Street address	3222 S Vance St Ste 200, Lakewood, CO 80227, US
Mailing address	3222 S Vance St Ste 200, Lakewood, CO 80227, US

Filing history and documents
Trade names
Get a certificate of good standing
Get certified copies of documents
File a form
Set up secure business filing
Subscribe to email notification
Unsubscribe from email notification
Subscribe to text notification
Unsubscribe from text notification

Back

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,

Pinyon Environmental, Inc.

is a

Corporation

formed or registered on 07/19/1993 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 19931074081 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 02/17/2026 that have been posted, and by documents delivered to this office electronically through 02/20/2026 @ 13:39:42 .

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 02/20/2026 @ 13:39:42 in accordance with applicable law. This certificate is assigned Confirmation Number 18230680 .

Jena Griswold

Secretary of State of the State of Colorado

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

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

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

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

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

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

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

_____.

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

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

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

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

Company Name: Pinyon Environmental, Inc.

Authorized Signature: Brian R Partington Title: Principal

Printed Name: Brian Partington Date: 1/27/2025

Client#: 1083268 PINYOENV

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/11/2025

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

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

PRODUCER	CONTACT NAME:	
USI Insurance Services, LLC 4600 S. Ulster Street, Suite 1200 Denver, CO 80237 800 873-8500	PHONE (A/C, No, Ext): 800 873-8500	FAX (A/C, No):
	E-MAIL ADDRESS: den.certificate@usi.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Admiral Insurance Company	24856
INSURER B : Hartford - WC Multiple Issuing Cos	00914
INSURER C : Hartford Underwriters Insurance Company	30104
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Pinyon Environmental, Inc. dba: Pinyon Environmental Engineering Resources Inc
3222 S. Vance St., #200
Lakewood, CO 80227

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X	X	FEIECC1713912	08/13/2025	08/13/2026	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$50,000
	X BI/PD Ded:5,000						MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
C	AUTOMOBILE LIABILITY	X	X	34UEGFZ8225	08/13/2025	08/13/2026	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR	X	X	FEIEXS1714012	08/13/2025	08/13/2026	EACH OCCURRENCE	$4,000,000
	X EXCESS LIAB X CLAIMS-MADE						AGGREGATE	$4,000,000
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A	X	34WEGBX3924	08/13/2025	08/13/2026	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N						E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000
A	Professional Liability Claims Made		X	FEIECC1713912	08/13/2025	08/13/2026	1,000,000 Per Claim 2,000,000 Aggregate	

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

As required by written contract or written agreement, the following provisions apply subject to the policy terms, conditions, limitations and exclusions: The Certificate Holder and owner are included as Automatic Additional Insured's for ongoing and completed operations under General Liability; Additional Insured under Pollution Liability; Designated Insured under Automobile Liability; and Additional Insureds under Excess Liability but only with respect to liability arising out of the Named Insured work performed on behalf of (See Attached Descriptions)

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



© 1988-2015 ACORD CORPORATION. All rights reserved.

DESCRIPTIONS (Continued from Page 1)

the certificate holder and owner. The General Liability, Pollution Liability, Automobile Liability, Excess insurance applies on a primary and non contributory basis. A Blanket Waiver of Subrogation applies for General Liability, Automobile Liability, Excess Liability, Pollution Liability, Workers Compensation and Professional Liability. The Excess Liability policy provides excess coverage over the General Liability, Automobile Liability, Employers Liability, Contractors Pollution Liability & Professional Liability.
Excess policy is Occurrence for General Liability, Auto Liability, Employers Liability and Pollution Liability coverage and Claims Made for Professional Liability coverage only.
Please note that Additional Insured status does not apply to Professional Liability or Workers' Compensation.
Pollution Liability
Insurer A; Policy Number: FEIECC1713912
Policy Term: 8/13/25-26
Limits:
$1,000,000 Each Occurrence, Claim or Pollution Condition
$2,000,000 Aggregate
RE: Project: 24-136 Provide National Environmental Protection Act (NEPA) for West Side Improvements --- Proposal No. 121000701P.0040 PinCert #25013. Additional Insured Includes: City of Pueblo , its agents, officers, and employees

Automatic Additional Insured – Owners, Lessees or Contractors

This endorsement, effective 08/13/2025, attaches to and forms a part of
Policy Number FEI-ECC-17139-12.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

In consideration of an additional premium of $Applied, this endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY
CONTRACTORS POLLUTION LIABILITY

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) whom the *Named Insured* agrees, in a written contract, to name as an additional insured. However, this status exists only for the project specified in that contract.

The person or organization shown in this Schedule is included as an insured, but only with respect to that person's or organization's vicarious liability arising out of your ongoing operations performed for that insured.

© 2018, Freberg Environmental, Inc.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS BLANKET

This endorsement, effective 08/13/2025, attaches to and forms a part of Policy Number FEI-ECC-17139-12.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person(s) or organization(s) whom the Named Insured agrees, in a written contract, to name as an additional insured. However, this status exists only for the project specified in that contract.	Those project locations where this endorsement is required by contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

© Insurance Services Office, Inc., 2018

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement, effective 08/13/2025, attaches to and forms a part of Policy Number FEI-ECC-17139-12.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY

SCHEDULE

Designated Construction Project(s):
Those construction projects of the Named Insured when agreed to and required under written contract. However, this coverage only applies for the project specified in that contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

Automatic Primary and Non-Contributory Insurance Endorsement Designated Work Or Project(s)

This endorsement, effective 08/13/2025, attaches to and forms a part of Policy Number FEI-ECC-17139-12.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the Coverage Part(s) indicated below:

CONTRACTORS POLLUTION LIABILITY
COMMERCIAL GENERAL LIABILITY

SCHEDULE

Name of Person or Organization:
Any person(s) or organization(s) whom the *Named Insured* agrees, in a written contract, to provide Primary and/or Non-contributory status of this insurance. However, this status exists only for the project specified in that contract.

In consideration of an additional premium of $Applied, and notwithstanding anything contained in this policy to the contrary, it is hereby agreed that this policy shall be considered primary to any similar insurance held by third parties in respect to work performed by you under any written contractual agreement with such third party. It is further agreed that any other insurance which the person(s) or organization(s) named in the schedule may have is excess and non-contributory to this insurance.

© 2018, Freberg Environmental, Inc.

AUTOMATIC WAIVER OF SUBROGATION ENDORSEMENT

This endorsement, effective 08/13/2025, attaches to and forms a part of
Policy Number FEI-ECC-17139-12.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies coverage provided under the following coverage part(s):

COMMERCIAL GENERAL LIABILITY
CONTRACTORS POLLUTION LIABILITY
PROFESSIONAL LIABILITY

The Company waives any right of recovery it may have against any person(s) or organization(s) the *Named Insured* agrees, in a written contract, to provide a waiver of subrogation because of payments the Company makes for injury or damage arising out of the *Insured's* work done under a contract with such person or organization; however, this status exists only for the project specified in that contract and requires that the request for a waiver of subrogation is made prior to the date the *Insured's* work for such contract first commenced.

Under no circumstance shall this endorsement act to extend the *Policy Period*, change the scope of coverage or increase the Aggregate Limits of Insurance shown in the Declarations.

All other terms and conditions under the Policy remain unchanged.

© 2018, Freberg Environmental, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

Paragraph .1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add the following:

d. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

(1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.

(2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:

(a) That is a partnership or joint venture,

(b) That is an "insured" under any other policy,

(c) That has exhausted its Limit of Insurance under any other policy, or

(d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

e. Employees as Insureds

(1). Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

f. Lessors as Insureds

(1). The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:

(a) The agreement requires you to provide direct primary insurance for the lessor and

(b) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

g. Additional Insured if Required by Contract

(1) When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

(a) During the policy period, and

(b) Subsequent to the execution of such written contract, and

© 2021, The Hartford
(Includes copyrighted material of Insurance Services Office, Inc. with its permission.)

(c) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

(a) The limits of insurance specified in the written contract or written agreement; or

(b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM , SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

2. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in A.1.g. - Additional Insured If Required by Contract, the following provisions apply:

(1) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(2) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(1)** and **(2)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in SECTION IV- Business Auto Conditions, B. General Conditions, Other Insurance 5.d.

3. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The SECTION IV- Business Auto Conditions, B. General Conditions, 5. OTHER INSURANCE Condition is amended by adding the following:

e. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

4. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

5. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

(1) $100,000;

(2) The actual cash value of the damaged or stolen property at the time of the "loss"; or

(3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of $1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

6. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of $50 per day and a maximum limit of $1,000.

7. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

8. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

9. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions **4.c.** and **4.d.** do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto";

(2) Removable from a housing unit which is permanently installed in or upon the covered "auto";

(3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

(4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III, Physical Damage Coverage, Limit of Insurance, Paragraph C.2. is amended to add the following:

$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

(2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or

(3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or $250, whichever deductible is less.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

11. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

12. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

(1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;

(2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

13. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) A member, if you are a limited liability company; or

(4) An executive officer or insurance manager, if you are a corporation.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

15. HIRED AUTO - COVERAGE TERRITORY

SECTION IV, BUSINESS AUTO CONDITIONS, PARAGRAPH B. GENERAL CONDITIONS, 7. - POLICY PERIOD, COVERAGE TERRITORY - is added to include the following:

(6) For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

16. WAIVER OF SUBROGATION

Paragraph 5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS A. Loss Conditions is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

17. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V- DEFINITIONS, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

18. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

19. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of $2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,

b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is $10,000.

For the purposes of the coverage provision,

a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

20. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to $1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is $5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

Policy Number: 34 WEG BX3924 **Endorsement Number:**
Effective Date: 08/13/25 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: PINYON ENVIRONMENTAL INC
3222 S VANCE ST STE 200
LAKEWOOD CO 80227

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

Any person or organization for whom you are required by contract or agreement to obtain this waiver from us. Endorsement is not applicable in KY, NH, NJ or for any MO construction risk

Countersigned by _____
Authorized Representative

Docusign Envelope ID: 108AE49D-CFA2-4D4A-A28D-F7AA1930D42F

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: March 9, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Vince Petkosek, Deputy City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $29,432 TO CEDAR RIDGE LANDSCAPE, INC., FOR PROJECT NO. 26-015, CONCRETE IMPROVEMENTS - 200 BLOCK VAN BUREN, SETTING FORTH $4,415 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a Resolution awarding a Construction Contract to Cedar Ridge Landscape, Inc., for Project No. 26-015, Concrete Improvements - 200 Block Van Buren.

PREVIOUS COUNCIL ACTION:

Ordinance 11104, dated January 12, 2026, the Substantial Amendments to the City of Pueblo's 2025-2029 Consolidated Plan and 2025 Annual Action Plan was approved, adopted and incorporated. The amendments included moving funds in the amount of $53,720.00 into Account Project CD2507 - 200 Blk Van Buren Sidewalks.

BACKGROUND:

This project will consist of ADA curb ramp and sidewalk improvements to the 200 Block of Van Buren Street.

This Resolution awards the construction contract to Cedar Ridge Landscape, Inc.

FINANCIAL IMPLICATIONS:

Funding (including contingencies), in the amount of $33,847.00, will be paid from Project Account CD2507 — 200 Blk Van Buren Sidewalks.

Docusign Envelope ID: 108AE49D-CFA2-4D4A-A28D-F7AA1930D42F

BOARD/COMMISSION RECOMMENDATION

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will cancel the project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 26-015 Bid Summary

Docusign Envelope ID: 108AE49D-CFA2-4D4A-A28D-F7AA1930D42F

RESOLUTION NO. 16267

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $29,432 TO CEDAR RIDGE LANDSCAPE, INC., FOR PROJECT NO. 26-015, CONCRETE IMPROVEMENTS - 200 BLOCK VAN BUREN, SETTING FORTH $4,415 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for Project No. 26-015, Concrete Improvements - 200 Block Van Buren Street have been received and examined; AND,

WHEREAS, the proposal of Cedar Ridge Landscape, Inc., was the lowest bid determined to be responsive, and the Committee of Awards recommends to the City Council that it authorize Project No. 26-015, Concrete Improvements - 200 Block Van Buren Street to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 26-015, Concrete Improvements - 200 Block Van Buren Street be performed, and the contract for said project is hereby awarded to Cedar Ridge Landscape, Inc., in the amount of $29,432.00

SECTION 2.

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

SECTION 3.

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

Contingencies and Additional Work…….$4,415.00

SECTION 4.

Funding, in the amount of $33,847.00 shall be from Project Account CD2507 — Concrete Imp - 200 Block Van Buren Street.

Docusign Envelope ID: 108AE49D-CFA2-4D4A-A28D-F7AA1930D42F

SECTION 5.

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

SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: March 9, 2026

BY: Ted Hernandez
MEMBER OF CITY COUNCIL

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

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

City of Pueblo
Purchasing
Teresa May Burns, Director
230 S. Mechanic St., Pueblo, CO 81003

EVALUATION TABULATION

IFB No. 26-015 (CD2507)

Concrete Improvements - 200 Block Van Buren Street (CDBG)

RESPONSE DEADLINE: February 18, 2026 at 10:00 am
Report Generated: Wednesday, February 18, 2026

VENDOR TOTALS

Vendor	Total
Cedar Ridge Landscape, Inc	$29,432.00
Wicked Outlaw Construction	$33,884.05
Baha Construction, Inc.	$43,591.00

BASE BID

BASE BID					Baha Construction, Inc.		Cedar Ridge Landscape, Inc		Wicked Outlaw Construction	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Remove Curb and Gutter	167	L.F.	$4.00	$668.00	$6.00	$1,002.00	$5.00	$835.00
X	2	Remove Asphalt Roadway	334	S.F.	$4.00	$1,336.00	$2.00	$668.00	$2.50	$835.00
X	3	Remove Concrete	1517	S.F.	$4.00	$6,068.00	$2.00	$3,034.00	$2.75	$4,171.75
X	4	Construct 4" Concrete	1277	S.F.	$12.00	$15,324.00	$8.00	$10,216.00	$6.90	$8,811.30
X	5	Construct Curb and Gutter	167	L.F.	$25.00	$4,175.00	$38.00	$6,346.00	$30.00	$5,010.00
X	6	Construct 6" Concrete	240	S.F.	$14.00	$3,360.00	$11.00	$2,640.00	$8.00	$1,920.00
X	7	Construct Asphalt Roadway Patch	334	S.F.	$15.00	$5,010.00	$9.00	$3,006.00	$11.50	$3,841.00
X	8	Install Class 6 Base Material (Place and Compact)	4	TON	$125.00	$500.00	$55.00	$220.00	$65.00	$260.00
X	9	Erosion and Sediment Control	1	LS	$350.00	$350.00	$300.00	$300.00	$500.00	$500.00
X	10	Traffic Control	1	LS	$3,500.00	$3,500.00	$800.00	$800.00	$2,700.00	$2,700.00
X	11	Mobilization	1	LS	$3,300.00	$3,300.00	$1,200.00	$1,200.00	$5,000.00	$5,000.00
Total						$43,591.00		$29,432.00		$33,884.05

Docusign Envelope ID: 108AE49D-CFA2-4D4A-A28D-F7AA1930D42F

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: March 9, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Vince Petkosek, Deputy City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION TRANSFERRING FUNDS IN THE AMOUNT OF $17,995.75 FROM PROJECT ACCOUNT HUAN01, STREET RESURFACING TO HU2507, CONCRETE IMP - ST CLAIR PH 1, APPROVING CONTRACT AMENDMENT NO. 1 IN THE AMOUNT OF $17,995.75 TO DOUG VAUGHN, LLC, FOR PROJECT NO. 25-075, CONCRETE IMPROVEMENTS – ST. CLAIR AVENUE PHASE 1 (PUEBLO BLVD TO ALPINE AVE) AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

This Resolution transfers $17,995.75 from HUAN01 to HU2507, and approves Contract Amendment No. 1 in the amount of $17,995.75 to Doug Vaughn, LLC, for Project No. 25-075, Concrete Improvements – St. Clair Avenue Phase 1 (Pueblo Blvd to Alpine Ave).

PREVIOUS COUNCIL ACTION:

Resolution 16106, dated September 8, 2025, transferred funds in the amount of $151,127.65 from HUAN01 to HU2507, awarded a Construction Contract, in the amount of $131,127.65, to Doug Vaughn, LLC, and set forth $20,000.00 for contingencies and additional work, for Project No. 25-075, Concrete Improvements – St. Clair Avenue Phase 1 (Pueblo Blvd to Alpine Ave).

BACKGROUND:

The original project, awarded to Doug Vaughn, LLC, consisted of removal and replacement of concrete sidewalk, curb and gutter, ADA curb ramps on St. Clair Ave. between Pueblo Blvd. and Alpine Ave. Contract Amendment No. 1 reflects the cost to provide additional sidewalk and curb head. The cost of the additional work exceeds the threshold for administrative approval of a change order and a contract amendment will be required to award and complete the additional work.

Docusign Envelope ID: 108AE49D-CFA2-4D4A-A28D-F7AA1930D42F

This Resolution approves an amendment to increase the contract award amount previously awarded to Doug Vaughn, LLC.

FINANCIAL IMPLICATIONS:

Funding in the amount of $17,995.75 will be transferred from Account Project HUAN01, Street Resurfacing into Account Project HU2507, Concrete Imp - St. Clair Ph 1.

Funding in the amount of $17,995.75, will be paid from Project Account HU2507, Concrete Imp - St. Clair Ph 1.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this Resolution would cancel the additional work necessary to complete the project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 25-075 Concrete Improvements-St. Claire Ave Phase 1-Amendment No 1

Docusign Envelope ID: 108AE49D-CFA2-4D4A-A28D-F7AA1930D42F

RESOLUTION NO. 16268

A RESOLUTION TRANSFERRING FUNDS IN THE AMOUNT OF $17,995.75 FROM PROJECT ACCOUNT HUAN01, STREET RESURFACING TO HU2507, CONCRETE IMP - ST CLAIR PH 1, APPROVING CONTRACT AMENDMENT NO. 1 IN THE AMOUNT OF $17,995.75 TO DOUG VAUGHN, LLC, FOR PROJECT NO. 25-075, CONCRETE IMPROVEMENTS – ST. CLAIR AVENUE PHASE 1 (PUEBLO BLVD TO ALPINE AVE) AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, a Construction Contract was awarded to Doug Vaughn, LLC, under Contract Number 25-075; and

WHEREAS, a contract amendment is requested for the purpose of completing additional sidewalk and curb head to complete the project; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Funds in the amount of $17,995.75 are hereby transferred from Account Project HUAN01 Street Resurfacing to Account Project HU2507 Concrete Imp - St. Clair Ph 1.

SECTION 2.

Contract Amendment No. 1 to the Construction Contract for Concrete Improvements – St. Clair Avenue Phase 1 (Pueblo Blvd to Alpine Ave) with Doug Vaughn, LLC, Project No. 25-075, in the amount of $17,995.75, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved, and City Council authorizes the additional work contemplated by the Amendment.

SECTION 3.

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

SECTION 4.

Funds in the amount of $17,995.75 shall be from Project Account HU2507, Concrete Imp - St. Clair Ph 1.

SECTION 5.

The officers and staff of the City of Pueblo are authorized to perform any and all acts consistent with this Resolution and the Amendment to implement the policies and procedures described herein. Furthermore, all actions previously taken by officers and staff of the City

Docusign Envelope ID: 108AE49D-CFA2-4D4A-A28D-F7AA1930D42F

consistent with the Amendment, including any payments authorized under the contract, are hereby ratified.

SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: March 9, 2026

BY: Ted Hernandez
MEMBER OF CITY COUNCIL

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

ATTESTED BY: Signed by: Vincent Petkosek 330E90D300E24F8...
DEPUTY CITY CLERK

AMENDMENT NO. 1 TO
CONSTRUCTION CONTRACT

This Amendment No. 1 to a construction contract ("Amendment") is executed to be effective as of March 10, 2026, by and between the City of Pueblo, a Colorado Municipal Corporation ("City") and Doug Vaughn, LLC, a Colorado Limited Liability Company ("Contractor").

WHEREAS, City and Contractor entered into that certain construction contract dated September 22, 2025, for Project 25-075 (HUAN01) Concrete Improvements - St. Clair Avenue Phase 1 (Pueblo Blvd to Alpine Ave), the "Construction Agreement"; and

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

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

1. The Request for Quotation for additional work attached hereto, and labelled Exhibit 1, is hereby accepted and approved. The Construction Agreement is amended to incorporate all additional work to be performed as contemplated by and at the prices set forth in the Request for Quotation. Contractor shall perform all such work subject to and consistent with all requirements and provisions of the Construction Agreement. Contractor shall perform all acts necessary or required as a result of this Amendment, including, but not limited to, furnishing Performance and Payment Bonds in compliance with Section 5.20 of the Invitation for Bid. The Performance and Payment Bonds shall be in the total amount of $169,123.40, which amount includes the original contract amount of $131,127.65, Change Order No. 1 in the amount of $20,000.00, and the additional contract amount of $17,995.75 contemplated by the additional work to be performed under this Amendment. The time for completion of all work under the Construction Agreement including the additional work to be performed under this Amendment shall not be increased.

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

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

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

DOUG VAUGHN, LLC

By _____
Doug Vaughn, Managing Member

CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION

By _____
Teresa May Burns, Director of Purchasing

ATTEST:

_____

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

_____
Danny Nunn, Director of Finance

APPROVED AS TO FORM DEPARTMENT OF LAW:

_____
Robert P. Jagger, Deputy City Attorney

EXHIBIT 1
REQUEST FOR QUOTATIONS

Project 25-075 (HUAN01) Concrete Improvements – St. Clair Avenue Phase 1 (Pueblo Blvd to Apline Ave.)

The undersigned hereby proposes to furnish all labor, materials, tools, equipment, and all utility/transportation services necessary to perform and complete, in an industry acceptable and professional manner, construction in accordance with the plans and specifications as prepared by or for the City of Pueblo, Colorado, for the sums set forth in the following schedule:

Additional Work Items	Quantity	Grand Total for Additional Work
• Additional Sidewalk and Curb Head	Lump Sum	$17,995.75

(Seventeen Thousand Nine Hundred Ninety Five Dollars and 75/100----------($17,995.75)

The undersigned has examined the quantities shown against the plans and specifications and accepts the said quantities as substantially correct, both as to classification and amount, and as correctly listing the work to be completed. The City is not responsible for bidding errors resulting from Contractor's failure to follow this requirement.

DOUG VAUGHN, LLC

By: _____
Doug Vaughn, Managing Member

Docusign Envelope ID: 108AE49D-CFA2-4D4A-A28D-F7AA1930D42F

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: March 9, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Vince Petkosek, Deputy City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $12,096 TO WICKED OUTLAW CONSTRUCTION, FOR PROJECT NO. 26-017, CONCRETE IMPROVEMENTS - THE RIDES AT CITY PARK, SETTING FORTH $7,904 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a resolution awarding a construction contract to Wicked Outlaw Construction, for Project No. 26-017, Concrete Improvements - The Rides at City Park.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

This project will consist of concrete improvements to include removing, replacing and grinding concrete at The Rides at City Park. This Resolution awards the construction contract to Wicked Outlaw Construction.

FINANCIAL IMPLICATIONS:

Funding (including contingencies), in the amount of $20,000, will be paid from Project Account LT2605 - Rides City Park Walkway Repair/Repl.

BOARD/COMMISSION RECOMMENDATION

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Docusign Envelope ID: 108AE49D-CFA2-4D4A-A28D-F7AA1930D42F

Denial of this resolution will cancel the project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 26-017 Bid Summary

Docusign Envelope ID: 108AE49D-CFA2-4D4A-A28D-F7AA1930D42F

RESOLUTION NO. 16269

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $12,096 TO WICKED OUTLAW CONSTRUCTION, FOR PROJECT NO. 26-017, CONCRETE IMPROVEMENTS - THE RIDES AT CITY PARK, SETTING FORTH $7,904 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for Project No. 26-017, Concrete Improvements - The Rides at City Park have been received and examined; AND,

WHEREAS, the proposal of Wicked Outlaw Construction, was the lowest bid determined to be responsive, and the Committee of Awards recommends to the City Council that it authorize Project No. 26-017, Concrete Improvements - The Rides at City Park to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 26-017, Concrete Improvements - The Rides at City Park to be performed, and the contract for said project is hereby awarded to Wicked Outlaw Construction, in the amount of $12,096.00.

SECTION 2.

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

SECTION 3.

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

Contingencies and Additional Work…….$7,904.00

SECTION 4.

Funding, in the amount of $20,000.00 shall be from Project Account LT2605 - Rides City Park Walkway Repair/Repl.

Docusign Envelope ID: 108AE49D-CFA2-4D4A-A28D-F7AA1930D42F

SECTION 5.

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

SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: March 9, 2026

BY: Ted Hernandez
MEMBER OF CITY COUNCIL

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

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

City of Pueblo
Purchasing
Teresa May Burns, Director
230 S. Mechanic St., Pueblo, CO 81003

EVALUATION TABULATION

IFB No. 26-017

Concrete Improvements - The Rides at City Park

RESPONSE DEADLINE: February 18, 2026 at 11:00 am
Report Generated: Wednesday, February 18, 2026

VENDOR TOTALS

Vendor	Total
Wicked Outlaw Construction	$12,096.00
Balance Concrete LLC	$13,051.20
R.D.R Construction	$16,138.50
Cedar Ridge Landscape, Inc	$19,375.50
Baha Construction, Inc.	$22,442.00
Corsentino Construction	$29,737.00

BASE BID (Table 1 of 2)

BASE BID					Baha Construction, Inc.		Balance Concrete LLC		Cedar Ridge Landscape, Inc		Corsentino Construction		R.D.R Construction	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Remove Concrete	1208	SF	$4.00	$4,832.00	$1.65	$1,993.20	$3.00	$3,624.00	$10.00	$12,080.00	$2.50	$3,020.00
X	2	Construct 4" Concrete	1223	SF	$12.00	$14,676.00	$7.60	$9,294.80	$10.50	$12,841.50	$12.50	$15,287.50	$9.50	$11,618.50
X	3	Remove Curb Head	28	LF	$3.00	$84.00	$5.65	$158.20	$10.00	$280.00	$29.00	$812.00	$2.50	$70.00
X	5	Concrete Edge Grinding 1/4" to 1/2" Vertical Displacement	1	LF	$200.00	$200.00	$200.00	$200.00	$30.00	$30.00	$12.50	$12.50	$35.00	$35.00
X	6	Concrete Edge Grinding 1/2" to 1" Vertical Displacement	1	LF	$250.00	$250.00	$250.00	$250.00	$35.00	$35.00	$15.00	$15.00	$45.00	$45.00
X	4	Class 6 Base Material (Place and Compact)	1	Ton	$200.00	$200.00	$55.00	$55.00	$65.00	$65.00	$530.00	$530.00	$50.00	$50.00

BASE BID					Baha Construction, Inc.		Balance Concrete LLC		Cedar Ridge Landscape, Inc		Corsentino Construction		R.D.R Construction	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	7	Erosion & Sediment Control	1	LS	$200.00	$200.00	$100.00	$100.00	$500.00	$500.00	$250.00	$250.00	$300.00	$300.00
X	8	Traffic Control	1	LS	$500.00	$500.00	$700.00	$700.00	$800.00	$800.00	$500.00	$500.00	$250.00	$250.00
X	9	Mobilizatio n	1	LS	$1,500.00	$1,500.00	$300.00	$300.00	$1,200.00	$1,200.00	$250.00	$250.00	$750.00	$750.00
Total						$22,442.00		$13,051.20		$19,375.50		$29,737.00		$16,138.50

BASE BID (Table 2 of 2)

BASE BID					Wicked Outlaw Construction	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	1	Remove Concrete	1208	SF	$3.00	$3,624.00
X	2	Construct 4" Concrete	1223	SF	$6.00	$7,338.00
X	3	Remove Curb Head	28	LF	$3.00	$84.00
X	5	Concrete Edge Grinding 1/4" to 1/2" Vertical Displacement	1	LF	$150.00	$150.00
X	6	Concrete Edge Grinding 1/2" to 1" Vertical Displacement	1	LF	$150.00	$150.00
X	4	Class 6 Base Material (Place and Compact)	1	Ton	$50.00	$50.00
X	7	Erosion & Sediment Control	1	LS	$100.00	$100.00
X	8	Traffic Control	1	LS	$100.00	$100.00
X	9	Mobilization	1	LS	$500.00	$500.00
Total						$12,096.00

Docusign Envelope ID: 108AE49D-CFA2-4D4A-A28D-F7AA1930D42F

City Clerk's Office Item # M10

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: March 9, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Vince Petkosek, Deputy City Clerk

FROM: Andra Ahrens, Director Wastewater

SUBJECT: A RESOLUTION AUTHORIZING THE CITY OF PUEBLO TO CREDIT SANITARY SEWER FEES OF $3,303.32 TO KIM BLOCK.

SUMMARY:

This Resolution authorizes the refund of erroneously collected sanitary sewer fees in the amount of $3,303.32. From January 2025 to December 2025.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

The Wastewater Department received a request from Kim Block, located at 701 Westacres Ave., seeking a refund of sanitary sewer charges. Malicious intent by a third-party tenant misrepresented water consumption during the adjustment period, which resulted in an inflated sewer average set for the year.

Pursuant to City Ordinance §16-6-25, refunds based upon sewer user charges appearing on billings issued more than ninety (90) days prior to receipt of a written request can only be authorized by City Council and are limited to a maximum period of two years. Kim Block is requesting a refund of sanitary sewer fees in the amount of $3,303.32 for charges from January 2025 to December 2025.

FINANCIAL IMPLICATIONS:

The refund of $3,303.32 will be credited to the customer's utilities account #147369-078218.

Docusign Envelope ID: 108AE49D-CFA2-4D4A-A28D-F7AA1930D42F

BOARD/COMMISSION RECOMMENDATION:

None

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

Alternative No. 1 – No Action

The property at 701 Westacres Ave. will not receive compensation for erroneously charged sanitary sewer fees.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 03-09-26 701 Westacres Ave - BOWW data

Docusign Envelope ID: 108AE49D-CFA2-4D4A-A28D-F7AA1930D42F

RESOLUTION NO. 16270

A RESOLUTION AUTHORIZING THE CITY OF PUEBLO TO CREDIT SANITARY SEWER FEES OF $3,303.32 TO KIM BLOCK.

WHEREAS, the City's Wastewater Department has been notified that Kim Block was erroneously charged sanitary sewer fees; and

WHEREAS, pursuant to Section 16-6-23 of the Pueblo Municipal Code, the Director of Wastewater has determined that grounds exist for a refund pursuant to Section 16-6-24 of the code; and

WHEREAS, a refund for the paid amount can only be authorized by Pueblo City Council; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City shall refund Kim Block the sum of $3,303.32 for the erroneous collection of sewer fees charged for 701 Westacres Ave during the period of January 2025 to December 2025.

SECTION 2.

Such refund shall be credited directly to the customer's utilities account (#147369-078218) in the amount of $3,303.32.

SECTION 3.

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

Docusign Envelope ID: 108AE49D-CFA2-4D4A-A28D-F7AA1930D42F

SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: March 9, 2026

BY: Ted Hernandez
MEMBER OF CITY COUNCIL

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

ATTESTED BY: Signed by: Vincent Petkosek 330E90D300E24E8...
DEPUTY CITY CLERK

KIM BLOCK

701 WESTACRES AVE

147369-078218

FY25 rate

$ 6.14

Read Date	Bill Date	Read Status	Previous Reading	Current Reading	Actual Consumption	Billed Sewer	Over/(Under) Charged (K gallons)	Over/ (Under) Charged ($$$)	
01/17/2025	01/21/2025	Actual Read	1,714	1,799	85	85.0	0.0	$ -	
02/14/2025	02/19/2025	Actual Read	1,799	1,847	48	48.0	0.0	-	
03/13/2025	03/18/2025	Actual Read	1,847	1,859	12	66.5	54.5	334.63	
04/14/2025	04/16/2025	Actual Read	1,859	1,865	6	66.5	60.5	371.47	
05/13/2025	05/15/2025	Actual Read	1,865	1,920	55	66.5	11.5	70.61	
06/13/2025	06/17/2025	Actual Read	1,920	1,943	23	66.5	43.5	267.09	
07/02/2025	07/16/2025	Actual Read	1,943	1,948	5				*meter exchange*
07/14/2025	07/16/2025	Actual Read	0	1	1	66.5	60.5	371.47	*meter exchange*
08/14/2025	08/18/2025	Actual Read	1	7	6	66.5	60.5	371.47	
08/28/2025	09/04/2025	Final Read	7	17	10	66.5	56.5	346.91	
10/17/2025	10/20/2025	Actual Read	17	18	1	66.5	65.5	402.17	
11/14/2025	11/18/2025	Actual Read	18	18	0	66.5	66.5	408.31	
12/12/2025	12/16/2025	Actual Read	18	26	8	66.5	58.5	359.19	
					260	798	538	**$ 3,303.32**	

Data Source: Board of Water Works

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: March 9, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Beritt Odom, Director Planning and Community Development

SUBJECT: AN ORDINANCE AMENDING ZONING RESTRICTIONS FOR PARCEL 513000122, 4289 N. ELIZABETH, FROM B-4, CENTRAL BUSINESS ZONE DISTRICT AND R-6, MULTIPLE RESIDENTIAL AND COMMERCIAL ZONE DISTRICT TO B-P, BUSINESS PARK ZONE DISTRICT

SUMMARY:

The applicant is requesting to rezone 7.71 acres located at 4289 N Elizabeth St. from B-4 and R-6 Zone Districts into B-P Zone District.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The subject property previously consisted of three unsubdivided parcels, two of which front N Elizabeth St., and a third which currently has no legal frontage to a right-of-way. The applicant wishes to rezone the property in order to obtain a business license for Colorado Front Range Roofing as a contractor's shop for the eastern portion of the property and a contractor's yard in the western portion of the property, which are not permissible uses in the current zone districts.

The 5000 sq. ft. structure on the subject parcel housed DJ's Steakhouse until the property was sold in late 2021 to the current owner. At that time, the structure was repurposed as an office space for Colorado Front Range Roofing. A business license was requested for the roofing company in April of 2025, at which time the owner was informed that a rezoning would be necessary in order to permit the business. Without legal frontage, the larger parcel, of the three previous parcels, could not be rezoned, as all zone districts have a required lot width, which is defined as the portion of the lot adjacent to a street right of way. Thus, the Planning and Zoning Commission recommended approval of the rezoning with the condition that the three parcels, which

make up the site, be combined into one parcel prior to City Council review. The property owner combined the parcels into one parcel, 513000122 as conditioned by the Commission.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their January 14, 2026, Regular Meeting, voted 6-0, Salazar absent, to recommend approval.

STAKEHOLDER PROCESS:

The Planning Department sent out Notice of the Planning and Zoning Commission Public Hearing to all property owners located within 300 feet of the subject property.

A Public Notice poster was placed on the subject property 15 days prior to the Public Hearing.

ALTERNATIVES:

If City Council does not approve this Ordinance the property will not be zoned in accordance with the Pueblo Municipal Code.

Upon request of City Council, the Ordinance could be returned to the Planning and Zoning Commission for consideration of proposed modifications.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Z-25-22 Attachments

ORDINANCE NO.

AN ORDINANCE AMENDING ZONING RESTRICTIONS FOR PARCEL 513000122, 4289 N. ELIZABETH, FROM B-4, CENTRAL BUSINESS ZONE DISTRICT AND R-6, MULTIPLE RESIDENTIAL AND COMMERCIAL ZONE DISTRICT TO B-P, BUSINESS PARK ZONE DISTRICT

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

SECTION 1.

The zoning restrictions covering the following described property, and in addition half of all adjacent dedicated roadway and alley rights-of-way, together generally identified in the attached Rezone Exhibit, is hereby changed from B-4, Central Business District and R-6, Multiple Residential and Commercial District, to B-P, Business Park Zone District:

COMM AT THE N4 COR OF 13-20-65 TH E ALG THE N LINE OFSEC 13 DIST 560 FT TO W LINE OF ELIZABETH ST TH S ALG WLINE OF ELIZABETH ST DIST 393.5 FT TH S 11 DEG 26 MIN EDIST 104.6 FT TO PT OF BEG TH W 215 FT TH S 144 FT TH E245 FT TO W LINE OF ELIZABETH ST TH N 11 DEG 26 MIN WALG SD W LINE OF ELIZABETH ST DIST 148 FT BACK TO PTBEG LESS POR SOLD TO HIGHWAY DEPT #745875ALSO A PART OF THE NW4NE4 SEC 13-20-65, MOREPARTICULARLYDESC AS: BEG AT SW COR OF LAND CONVEYED IN BK 2272,PG794, SD PT BEING PT ON S LINE OF N 641 FT OF NW4NE4 SDSEC 13; TH WLY ALG SD LN, S 89 DEG 49 MIN 7 SEC W,159.18 FT TO PT ON E LINE OF W 200 FT OF NW4NE4 SD SEC13; TH NLY ALG SD LINE, N 0 DEG 15 MIN 27 SEC E, 174 FTTO PT ON S LINE OF N 467 FT OF SD SEC 13; TH ELY ALINGNON-TANGENT CURVE OF SD R.O.W LINE, CONCAVE ELY,HAVING W R.O.W LINE OF ELIZABETH ST AS SD R.O.W LINE IS ESTABLISHED IN BK 2199, PG 717, SD PT BEING A PT ON A RADIUS OF 3,310 FT, A RADIAL LINE FROM WHICH PT BEARSN85 DEG 4 MIN 29 SEC E; TH SELY ALG SD CURVE, THROUGH A CENTRAL ANGLE OF 0 DEG 31 MIN 16 SEC + ARC LENGTH OF30.10 FT TO PT ON N LINE OF LAND CONVEYED IN BK 2272, PG 794; TH ALG SD N LINE OF JELINSKI, S 89 DEG 49 MIN 7SEC W 202.57 FT TO NW COR OF SD LAND OF JELINSKI; THSLY ALG W LINE OF SD LAND OF JELINSKI, S 0 DEG 15 MIN27 SEC W, 144 FT TO PT OF BEG. LESS POR SOLD TO HWYDEPT #745875ALSO NW2 NE4; NE4 NW4 13-20-65 A PARCEL OF LAND INNW4NE4 +NE4 NW4 SEC 13-20-65 DESC AS: BEG AT N4 COR SD SEC 13TH W + ALG N LINE DIST 300 FT TH S + // TO N-S C/L OFSD SEC DIST 641.45 FT TH E + // TO S LINE SD NE4 NW4SEC 13 DIST 500 FT TH N + // TO N-S C/L DIST 391 FT THW + // TO S LINE DIST 200 FT TO N-S C/L TH N + ALG SDN-S C/L DIST 250 FT TO PT BEG.ALSO BLK 9 COLLEGE ROAD SHOPPING CENTER SUBFORMERLY05-130-00-083, 108,004, & 05-130-09-001

SECTION 2.

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

SECTION 3.

This Ordinance shall become effective immediately upon final action by the Mayor and City Council.

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____
_____
_____
_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

EXHIBIT "B"
ZONING EXHIBIT

PARCELS OF LAND LOCATED IN THE NE 1/4, NW 1/4, AND THE NW 1/4, NE 1/4 OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH P.M.
COUNTY OF PUEBLO, STATE OF COLORADO

CITY R-5
CITY S-3
CITY R-6
CITY S-3
CITY B-4
CITY I-2
CITY R-6 TO CITY BP
CITY B-4
CITY B-4 TO CITY BP
CITY B-4 TO CITY BP
CITY I-2
CITY B-3

LOT 1 BLOCK 1 PARKHILL SUBDIVISION
LOT 6 BLOCK 1 PARKHILL SUBDIVISION
LOT 7 BLOCK 1 PARKHILL SUBDIVISION
LOT 1 BLOCK 3 COLLEGE ROAD SHOPPING CENTER SUBDIVISION
LOT 1 BLOCK 2 COLLEGE ROAD SHOPPING CENTER SUBDIVISION
LOT 1 DAVIS SUBDIVISION
UNPLATTED

SW 1/4 SEC. 12 FARKIY-FILING NO. 1
NE 1/4 SEC. 12
NW 1/4 SEC. 13
NE 1/4 SEC. 13

N. ELIZABETH STREET
EASTATE AVE.

N89°54'15"E 300.00'
N 1/4 CORNER SECTION 13
250.45'
S00°05'18"E
641.41'
N89°54'42"E 198.42'
214.02'
391.75'
S00°15'27"W
S89°49'07"E 358.90'
D=00°31'16" L=30.10'
N89°49'07"E 202.57'
R=3310.00' D=02°31'20" L=145.71'
D=02°00'04" L=115.61'
177.73'
S00°15'27"W
N00°15'27"E
145.96'
N00°15'27"E
S07°26'51"E 31.99'
498.30'
S89°59'50"W
159.19'
877.84'
220.35'
N00°06'42"E
N00°06'42"E ----- BASIS OF BEARINGS ----- 503.48'

SCALE: 1" = 60'

0 30' 60' 120'

LEGEND

———	PROPOSED ZONING BOUNDARY
CITY R-6	EXISTING ZONING
CITY B-4	EXISTING ZONING
CITY BP	PROPOSED ZONING

BASIS OF BEARINGS

EAST LINE OF BLOCK 9, COLLEGE ROAD SHOPPING CENTER SUBDIVISION TO BEAR N. 00°06'42" E.



VICINITY MAP
NOT TO SCALE

PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

JN 25 012 00

SHEET 1 OF 1

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative

city of PUEBLO colorado

Planning & Zoning Commission

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

James Salazar

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday, 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:

Z-25-22 Rezone: A rezoning of 7.71 acres generally located at 4289 & 4261 N Elizabeth St from Central Business (B-4) and Multiple Residential and Commercial (R-6) Zone Districts to Business Park (BP) District. Staff Report by Mikaylin Hackley, Planner.

Hearing: Applicant Michael Cuppy 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 one staff condition and forward to City Council, seconded by Spinuzzi.

Motion Passed: 6-0.

Hearing: Applicant Michael Cuppy 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 one staff condition and forward to City Council, seconded by Spinuzzi.

Motion Passed: 6-0.

Approval of Minutes:

Bailey moved to approve the minutes from the December 10, 2026, meeting, seconded by Avalos.

Motion Passed: 6-0

Old/New Business: NA

Adjourn at 3:54 PM

Respectfully submitted,

Mike Castellucci
Chairperson

Beritt Odom
Executive Secretary

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

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

James Salazar

Z-25-22

January 14, 2026

TO:	City of Pueblo Planning and Zoning Commission
FROM:	Mikaylin Hackley, Planner
THROUGH:	Beritt Odom, Director of Planning and Community Development
SUBJECT:	Rezoning from B-4 & R-6 Zone Districts to B-P Zone District
APPLICANT:	Michael Cuppy; NorthStar Engineering & Surveying Inc.
PROPERTY OWNER:	JIMSOCORENTALS LLC
LOCATION:	4261 & 4289 N Elizabeth St.
CONCURRENT REQUESTS:	None

REQUEST: Rezoning of three parcels located at and around 4261 & 4289 N Elizabeth St. from Central Business (B-4) and Multiple Residential and Commercial (R-6) Zone Districts to Business Park (BP) Zone District.

BACKGROUND:

The subject property consists of three unsubdivided parcels, two of which front N Elizabeth St., and a third which currently has no legal frontage to a right-of-way. The applicant wishes to rezone all three parcels in order to obtain a business license for Colorado Front Range Roofing as a contractor's shop for the smaller two parcels and a contractor's yard in the largest parcel, which are not permissible uses in the current zone districts.

The 5000 sq. ft. structure on one of the subject parcels housed DJ's Steakhouse until the property was sold in late 2021 to the current owner. At that time, the structure was repurposed as an office space for Colorado Front Range Roofing. A business license was requested for the roofing company in April of 2025, at which time the owner was informed that a rezoning would be necessary in order to permit the business. Should this rezoning be approved, the existing structure could be permitted as a contractor's shop/office, but the outdoor storage of vehicles, materials, and storage containers would constitute a contractor's yard, which requires a Special Use Permit in the Business Park zone district. Without legal frontage, the larger parcel to the rear of the existing building cannot be rezoned, as all zone districts have a required lot width, which is defined as the portion of the lot adjacent to a street right of way. Thus, staff has conditioned that the applicant must combine the three subject parcels into one prior to presentation of this rezoning to City Council. Should the owner ever request to build a new structure on any of the parcels, the entire site will need to be subdivided and recorded as a Special Area Plan before any construction could be permitted.

STAFF ANALYSIS:

The Future Land Use designation of all three subject parcels is Commercial Mixed-Use. While contractor's shops or contractor's yards are typically reserved as industrial uses rather than Commercial-Mixed Use, the

character of this N Elizabeth St corridor lends itself to higher-intensity uses than other commercial districts. There is a Kensworth truck-rental shop, hot tub sales warehouse, and self-storage facility all within the block of the subject parcels. Additionally, since the contractor's yard use with the outdoor storage will require a Special Use Permit, staff can impose mitigating conditions on the use by requiring that the outdoor storage be screened with a decorative, opaque fence, and that the storage use be restricted to the largest parcel, which is set back over 300 feet from the N Elizabeth right-of-way and would be unlikely to constitute a nuisance to the commercial street.

SITE CHARACTER AND COMPATIBILITY

Site Character: The parcel closest to the right-of-way is developed with an approx. 5000 sq. ft. structure built in 1974. The second parcel with frontage along N Elizabeth St. is developed as a paved parking lot to serve the commercial building, and the largest parcel to the rear of the building is undeveloped.

Neighborhood Compatibility:

North: Central Business (B-4) & Floodplain (S-3) Districts, Developed with auto rental/service shop and drainage ponds
East: I-25 and interstate right-of-way
South: Industrial (I-2) & Highway and Arterial Business (B-3) Districts, Developed with self-storage facility and dog training business
West: Mobile Home Residential (R-7) District, Developed with Pueblo Grande mobile home park

Comprehensive Plan Compliance: The subject site is designated by the Pueblo Regional Comprehensive Plan, 2022, as Commercial Mixed-Use. The Commercial Mixed-Use classification calls for primary land uses of large-format retail, personal services, offices, and entertainment, and secondary land uses of multi-family residential and other supporting services.

APPLICATION REQUIREMENT PER §17-6-1 OF THE PUEBLO MUNICIPAL CODE

The applicant's name and address and the name and address of any person, firm or corporation represented by such applicant in the application

❑ Comments **The application contains the required information.**

The interest of the applicant and the interest of the person, firm or corporation represented by the applicant, be it legal, sales development, operation, or other interest.

❑ Comments **The application contains the required information.**

The nature of the amendment and a legal description of the property that would be affected by the amendment.

❑ Comments **The application contains the required information.**

A statement of the facts which the applicant believes justify the amendment; provided; however, that when any amendment changing the zoning map is requested, the following additional information shall be furnished:

❑ Comments **The application contains the required information.**

A general description of the proposed development to the distance which will be affected; such description including subjects of environmental effect, economic effect, and traffic effect, if any; and such description carried out in scope and detail to the extent needed to support the requested amendment and as may be required by the Planning and Zoning Commission.

❑ Comments **The application contains the required information.**

A tentative site plan showing proposed structures, uses, open spaces, facilities for parking and loading and arrangements for pedestrian and vehicular circulation.

❑ Comments **The application contains the required information.**

A statement of the proposed time schedule for beginning and completion of development.

❑ Comments **The application contains the required information.**

A statement reasonably indicating the applicant's economic responsibility and capability of accomplishing the development for which a zoning amendment is requested.

❑ Comments **The application contains the required information.**

CONTEXT OF ZONE DISTRICT REQUIREMENTS PER §17-4-51(a)(23) OF THE PMC:

Business Park (BP) Zone District Standards:
Purpose. The standards of this district (BP) are designed to provide for a limited number of retail, office, warehouse, light industrial and manufacturing uses within a business park. Since some BP property may be located near residential zone districts, it is necessary that high development and performance standards be established and that all manufacturing, processing, or assembling of materials and products be conducted in a manner not injurious or offensive to the residents of surrounding properties.

RECOMMENDED ACTION:
If the Planning and Zoning Commission makes the necessary findings of fact, a recommendation to City Council for approval of the rezone request is appropriate subject to the following condition:

1. The three subject parcels must be combined into one with the County Assessor so that all property has legal frontage along N. Elizabeth St. prior to final City Council approval.

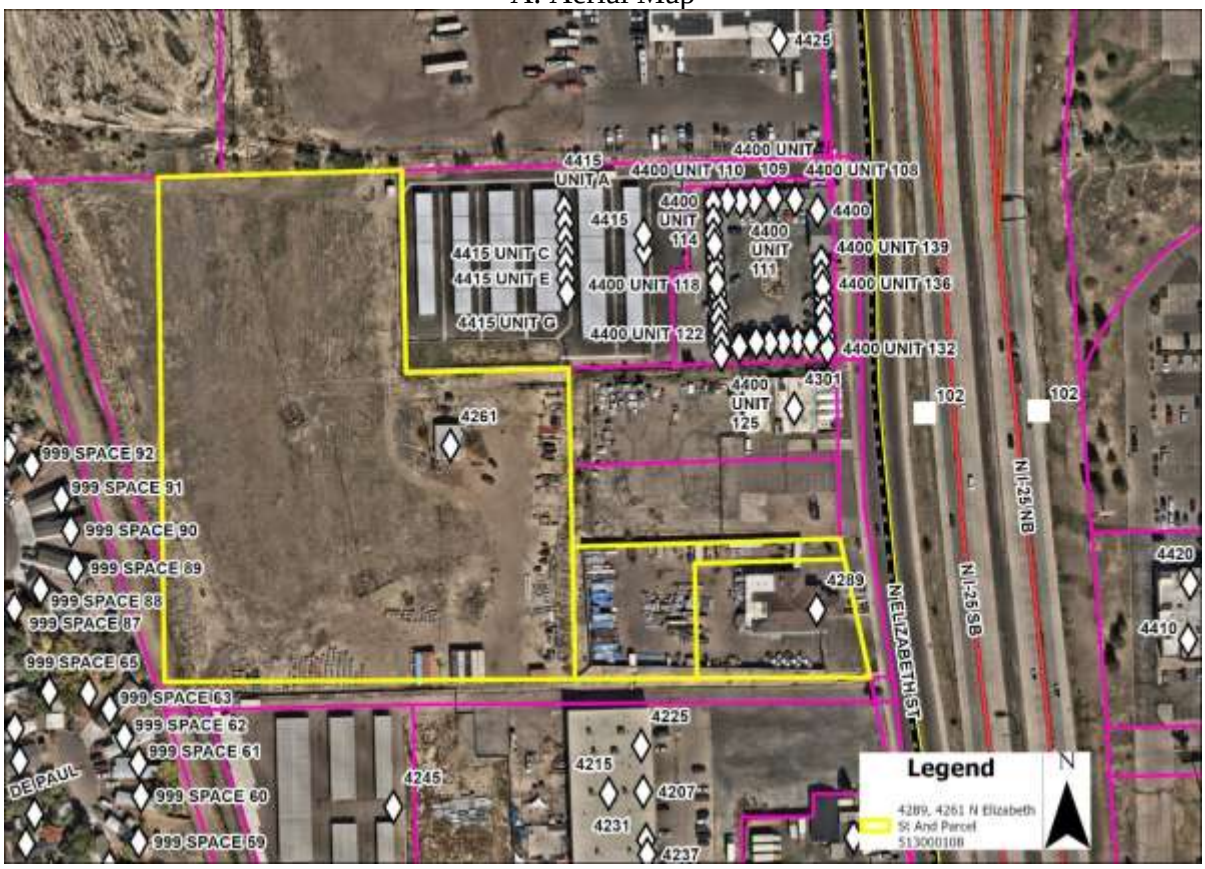
REFERRAL AGENCIES AND COMMENTS:

- City Public Works — No comment
- City Transportation — No comment
- City Law Department — No comment
- Pueblo Regional Building Department — No comment
- City Fire Department — No comment
- City Wastewater — No comment
- City Stormwater — No comment
- City Parks and Recreation Department — No comment
- Xcel Energy — No comment
- Black Hills Energy — No comment
- CDOT — No comment

ATTACHMENTS:

A. Aerial Map
B. Zoning Map
C. Comprehensive Plan Map
D. Public Notice Photo
E. Site Photos
F. Supporting Documents

A. Aerial Map



B. Zoning Map



C. Comprehensive Plan Map



D. Public Notice Photo



E. Site Photos



Google Imagery from N Elizabeth ROW; Sept. 2025

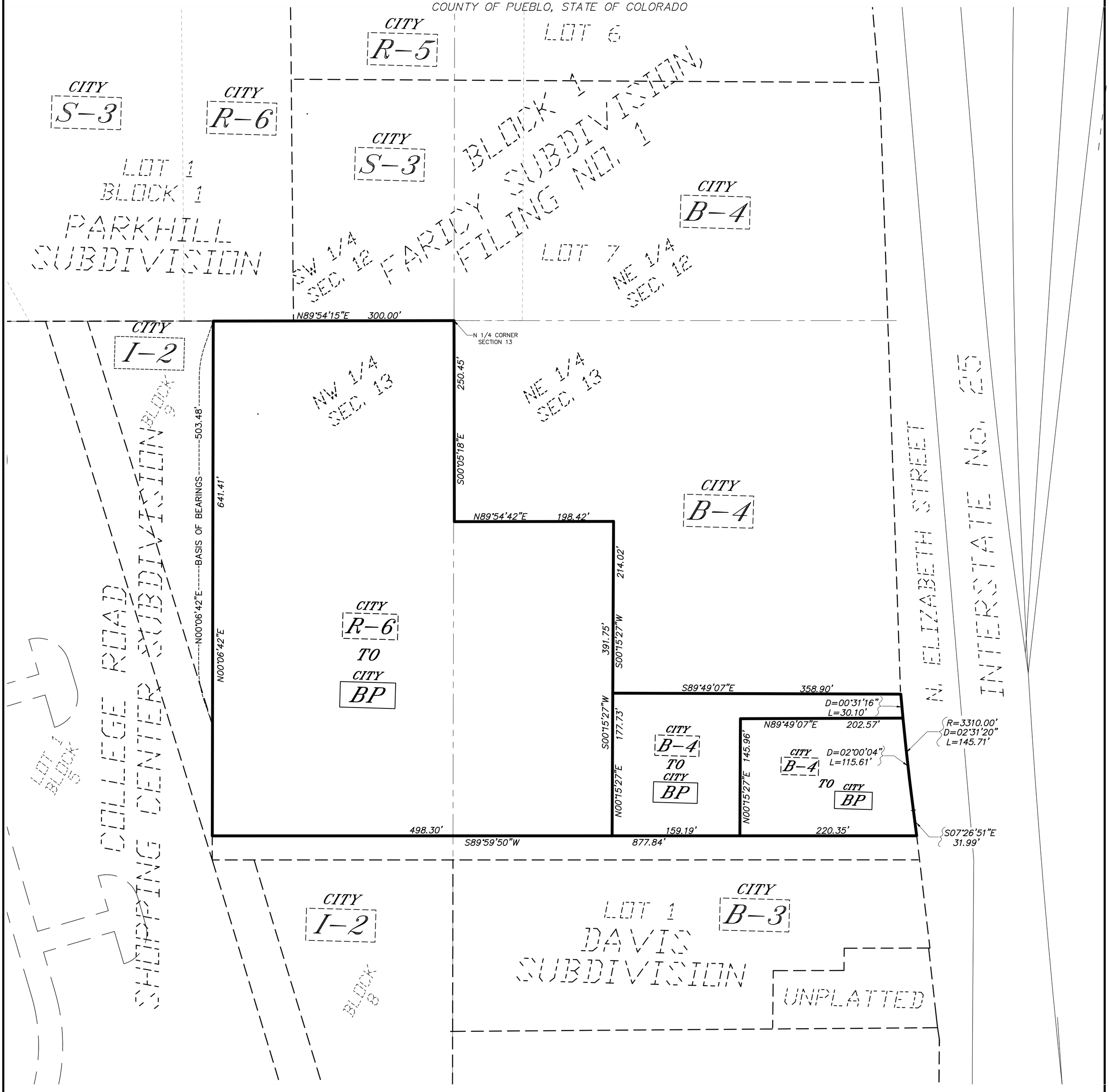


Google Imagery from N Elizabeth ROW; Sept. 2025

F. Rezoning Exhibit & Supporting Documents

EXHIBIT "B"
ZONING EXHIBIT

PARCELS OF LAND LOCATED IN THE NE 1/4, NW 1/4, AND THE NW 1/4, NE 1/4 OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH P.M.
COUNTY OF PUEBLO, STATE OF COLORADO



SCALE: 1" = 60'

0 30' 60' 120'

LEGEND

———	PROPOSED ZONING BOUNDARY
CITY R-6	EXISTING ZONING
CITY B-4	EXISTING ZONING
CITY BP	PROPOSED ZONING

BASIS OF BEARINGS

EAST LINE OF BLOCK 9, COLLEGE ROAD SHOPPING CENTER SUBDIVISION TO BEAR N. 00°06'42" E.



VICINITY MAP
NOT TO SCALE

PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

JN 25 012 00

SHEET 1 OF 1

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 Map Amendment Application (Rezoning)

Please type or print clearly. Illegible applications will not be accepted. Case #: _____

Property Owner	
Name: JIMSOCORENTALS LLC	
Company: JIMSOCORENTALS LLC	
Address: 4289 N. Elizabeth Street, Pueblo, CO	Zip: 81008
Phone: ( ) 719-542-2330	Email: Magahouse1817@gmail.com
Applicant	
Name: Same as Owner	
Company:	
Address:	Zip:
Phone: ( )	Email:
Person or Firm Representing (If Different From) Owner or Applicant	
Name: Michael L. Cuppy	
Company: NorthStar Engineering & Surveying, Inc.	
Address: 111 E. 5th Street, Pueblo, CO	Zip: 81003
Phone: ( ) 719-544-6823	Email: mcuppy@northstar-co.com
*The **applicant** will be the primary contact unless otherwise noted.*	

Project Location: 4289 N Elizabeth St., Pueblo, CO 81008-2001. Pashco Roofing Inc
(address or general description)

Parcel# 0513000004, 0513000108, 0513000083

Legal Description: See attachment

Subdivision: 7037 - COM-Elizabeth W of I-25 Acreage: 7.708 acres

Existing Zone District: B-4 and R-6	**Proposed Zone District:** BP

7-29-20

Purpose of this Application:

- ☑ To permit development of the property not allowed under the existing zone district.
- ☐ To provide proper zone district in conjunction with the subdivision plan for the area.
- ☐ In conjunction with the Annexation petition to annex the property in a use different than the existing Pueblo County Zoning.
- ☐ Other (specify):_____

(Continued from previous page)

Statement of Facts:
Justifying the zone change request. Be specific; use additional sheets if necessary.

Rezoning to BP (Business Park) to meet current zoning requirements for the 3 parcels.

Description of area surrounding proposed development:

College Road Shopping Center Subdivision is located to the West, Faricy Subdivision Filing No.1 is located to the North, and N. Elizabeth St. & I-25 is located to the East of the proposed rezone parcels.

A general description of the proposed development to the distance which will be affected; such description including subjects of environmental effect, economic effect and traffic effect, if any; and such description carried out in scope and detail to the extent needed to support the requested amendment and as may be required by the Planning and Zoning Commission.

No improvements are anticipated for the project, only rezoning from R-6 and B-4 to BP to meet current zoning requirements.

☑ A tentative site plan showing proposed structures, uses, open spaces, facilities for parking and loading and arrangements for pedestrian and vehicular circulation.

Estimated date for beginning project: N/A

Estimated date for completion of project: N/A

A statement reasonably indicating the applicant's economic responsibility and capability of accomplishing the development for which a zoning amendment is requested.

JIMSOCORENTALS LLC (Pashco Roofing Inc.) is required to rezone the 3 parcels from R-6 and B-4 to BP to meet the City of Pueblo Zoning requirements for a Contractors Shop.

☑ CD with DWF and DWG (Autocad) file of all plans and drawings & a PDF of all documents submitted. (**if applicable**)

By signing below, the Property Owner and Applicant agree to the following terms:

1. Authorized personnel from the City of Pueblo, are hereby granted the right to enter the subject property for the purposes of reviewing and processing the application, including Certificate of Occupancy Inspections.

Office Use Only – Zoning Compliance (Completed by City Staff)

Application received by:	Date:
Application checked for completeness by:	Date:
Case Manager:	Fee Paid:
Hearing date: ☐ Approved ☐ Denied ☐Approved w/conditions	

211 East D Street | Pueblo, Colorado 81003 | Tel 719-553-2259 | Fax 719-553-2359 | TTY 719-553-2611 | www.pueblo.us

2. There are no known hazards or vicious animals present on the subject property.
3. All information contained in this application, is true and accurate to the best of my knowledge.
4. The City of Pueblo is under no obligation to approve the request contained in this application. No promises of approval are conveyed with the acceptance of this application.

Property Owner		
Print Name:	James T Sprague	
Signature:		Date: 10/13/2025
Applicant, if different from Property Owner		
Print Name:		
Signature:		Date:

December 29, 2025

The City Planning and Zoning Commission will hold a public hearing on a request from JIMSOCORENTALS LLC for the approval of the following application:

Z-25-22 Rezone: Rezoning of 7.71 acres generally located at 4289 & 4261 N Elizabeth St from Central Business (B-4) and Multiple Residential and Commercial (R-6) Zone Districts to Business Park (BP) District.

The Planning and Zoning Commission meeting will be held on **January 14, 2026, at 3:30 p.m.** in City Council Chambers at 1 City Hall Place. The meeting will be recorded and can be viewed via Zoom, but **no testimony will be heard virtually** (Zoom info available at www.pueblo.us/PandZ).

You are welcome to attend this public hearing and express your viewpoint concerning this proposal. Written testimony can also be accepted up to 24 hours before the hearing date. To review the staff report for the proposed application, please visit www.pueblo.us/PandZ and click on "Most Recent Agenda" no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions**.

Beritt Odom, Planning & Community Development Director
By Mikaylin Hackley, Planner
(719) 553-2259

December 29, 2025

The City Planning and Zoning Commission will hold a public hearing on a request from JIMSOCORENTALS LLC for the approval of the following application:

Z-25-22 Rezone: Rezoning of 7.71 acres generally located at 4289 & 4261 N Elizabeth St from Central Business (B-4) and Multiple Residential and Commercial (R-6) Zone Districts to Business Park (BP) District.

The Planning and Zoning Commission meeting will be held on **January 14, 2026, at 3:30 p.m.** in City Council Chambers at 1 City Hall Place. The meeting will be recorded and can be viewed via Zoom, but **no testimony will be heard virtually** (Zoom info available at www.pueblo.us/PandZ).

You are welcome to attend this public hearing and express your viewpoint concerning this proposal. Written testimony can also be accepted up to 24 hours before the hearing date. To review the staff report for the proposed application, please visit www.pueblo.us/PandZ and click on "Most Recent Agenda" no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions**.

Beritt Odom, Planning & Community Development Director
By Mikaylin Hackley, Planner
(719) 553-2259

December 29, 2025

The City Planning and Zoning Commission will hold a public hearing on a request from JIMSOCORENTALS LLC for the approval of the following application:

Z-25-22 Rezone: Rezoning of 7.71 acres generally located at 4289 & 4261 N Elizabeth St from Central Business (B-4) and Multiple Residential and Commercial (R-6) Zone Districts to Business Park (BP) District.

The Planning and Zoning Commission meeting will be held on **January 14, 2026, at 3:30 p.m.** in City Council Chambers at 1 City Hall Place. The meeting will be recorded and can be viewed via Zoom, but **no testimony will be heard virtually** (Zoom info available at www.pueblo.us/PandZ).

You are welcome to attend this public hearing and express your viewpoint concerning this proposal. Written testimony can also be accepted up to 24 hours before the hearing date. To review the staff report for the proposed application, please visit www.pueblo.us/PandZ and click on "Most Recent Agenda" no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions**.

Beritt Odom, Planning & Community Development Director
By Mikaylin Hackley, Planner
(719) 553-2259

December 29, 2025

The City Planning and Zoning Commission will hold a public hearing on a request from JIMSOCORENTALS LLC for the approval of the following application:

Z-25-22 Rezone: Rezoning of 7.71 acres generally located at 4289 & 4261 N Elizabeth St from Central Business (B-4) and Multiple Residential and Commercial (R-6) Zone Districts to Business Park (BP) District.

The Planning and Zoning Commission meeting will be held on **January 14, 2026, at 3:30 p.m.** in City Council Chambers at 1 City Hall Place. The meeting will be recorded and can be viewed via Zoom, but **no testimony will be heard virtually** (Zoom info available at www.pueblo.us/PandZ).

You are welcome to attend this public hearing and express your viewpoint concerning this proposal. Written testimony can also be accepted up to 24 hours before the hearing date. To review the staff report for the proposed application, please visit www.pueblo.us/PandZ and click on "Most Recent Agenda" no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions**.

Beritt Odom, Planning & Community Development Director
By Mikaylin Hackley, Planner
(719) 553-2259

CASE NUMBER Z-25-22

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the proposed Zoning Map Amendment of the property located at 4289, 4261 N ELIZABETH ST AND PARCEL 513000108 to be sent to the attached list of owners of the real property lying within three hundred (300) feet of the said property on which the Zoning Map Amendment is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-6-2.

12-29-25 Mailed By Carol
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Karen Elgin

I hereby certify that I did this day verify and photograph the posted notice of the public hearing on the Zoning Map Amendment of the property located at 4289, 4261 N ELIZABETH ST AND PARCEL 513000108, upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

12-29-25 Photo uploaded in case file 1-5-26 by Planner
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Karen Elgin

Owner	OwnerStree	OwnerCity	Owr	OwnerZip
H-M PARTNERS	11120 TOMAHAWK CREEK PKW	LEAWOOD	KS	66211-2695
4301 NORTH ELIZABETH LLC	1394 S 21ST ST	COLORADC	CO	80904
NORTHSIDE SELF STORAGE LLC	360 E GLADSTONE ST	AZUSA	CA	91702-4943
DEPT OF HIGHWAYS STATE OF COLORADO	4201 E ARKANSAS AVE	DENVER	CO	80222-3406
EVERGREEN LLC	4201 N ELIZABETH ST	PUEBLO	CO	81008-2001
MATCH POINT PROPERTIES LLC	4205 N ELIZABETH ST	PUEBLO	CO	81008-2001
JIMSOCORENTALS LLC	4289 N ELIZABETH ST	PUEBLO	CO	81008-2001
FORTE ASSETS LLC	4950 S YOSEMITE ST F2 160	GREENWO	CO	80111-1350
EAGLERIDGE REH LLC	530 B ST STE 2050	SAN DIEGO	CA	92101-4496
COP SHOP LLC	70 W SUNNYSLOPE DR	PUEBLO W	CO	81007-7522
SJU TO EN LLC	941 MAIN ST	LONGMON	CO	80501-4535
M H C PUEBLO GRANDE LLC	PO BOX 2629	ADDISON	TX	75001-2629
PARK HILL BAPTIST CHURCH	PO BOX 8147	PUEBLO	CO	81008-8147

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: March 9, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Beritt Odom, Director Planning and Community Development

SUBJECT: AN ORDINANCE VACATING A DRAINAGE EASEMENT LOCATED AT 4000 N 27TH LN IN THE BLACK HILLS SUBDIVISION FIL. 1, A SPECIAL AREA PLAN

SUMMARY:

The applicant is requesting to vacate an approx. 13.57-acre drainage easement located near 4000 N 27TH Ln in the Black Hills Subdivision Fil. 1, a Special Area Plan.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The drainage easement that is proposed to be vacated, runs along an existing drainage arroyo and was originally platted with a prudent line demarcating the boundaries of the easement area. In accordance with current Stormwater easement requirements, the property owner is requesting reduce the easement boundary to a narrower width that more accurately reflects the dimensions of the arroyo. The new, easement will be recorded by separate instrument.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their February 11, 2026, Regular Meeting, voted 7-0 to recommend approval.

STAKEHOLDER PROCESS:

The Planning Department sent out Notice of the Planning and Zoning Commission

Public Hearing to all property owners located within 300 feet of the subject property.

A Public Notice poster was placed on the subject property 15 days prior to the Public Hearing.

ALTERNATIVES:

If City Council does not approve this Ordinance, the drainage easement will remain 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. V 25-06 Attachments

ORDINANCE NO.

AN ORDINANCE VACATING A DRAINAGE EASEMENT LOCATED AT 4000 N 27TH LN IN THE BLACK HILLS SUBDIVISION FIL. 1, A SPECIAL AREA PLAN

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

SECTION 1.

The following described boundaries of drainage easement:

A PORTION OF LOTS 1, 3, AND PARCEL A, BLACK HILLS SUBDIVISION FILING NO. 1, RECORDED AT RECEPTION NO. 1893083 IN THE PUEBLO COUNTY CLERK AND RECORDER OFFICE, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BASIS OF BEARINGS:
ALL BEARINGS ARE GRID BEARINGS OF THE COLORADO STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NORTH AMERICAN DATUM 1983(11). BEARING IS BASED ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, AND IS CONSIDERED TO BEAR N89°08’58”E, MONUMENTED ON THE WEST END OF THE LINE BY A FOUND AXLE WIRED WITH A 3.25” ALUMINUM CAP STAMPED, “MERRICK & CO PLS 33200”, AND ON THE EAST END OF THE LINE BY A FOUND NO. 6 REBAR WITH 2.5” ALUMINUM CAP STAMPED, “PLS 36061.”
COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 11, AND BEING A POINT ON THE NORTH LINE OF SAID LOT 1;

THENCE ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 11 AND SAID LOT 1, N89°08’58”E, A DISTANCE OF 277.27 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID NORTH LINE, N89°08'58"E, A DISTANCE OF 315.96 FEET; THENCE DEPARTING SAID NORTH LINE, S02°34'19"W, A DISTANCE OF 105.22 FEET; THENCE S29°14'58"W, A DISTANCE OF 176.31 FEET;
THENCE S02°44'09"W, A DISTANCE OF 222.61 FEET; THENCE S21°47'04"E, A DISTANCE OF 41.21 FEET; THENCE S04°23'30"E, A DISTANCE OF 455.51 FEET; THENCE S06°43'29"W, A DISTANCE OF 331.46 FEET; THENCE S08°27'31"E, A DISTANCE OF 93.37 FEET; THENCE S88°16'53"E, A DISTANCE OF 69.22 FEET; THENCE S75°09'36"E, A DISTANCE OF 55.64 FEET; THENCE S18°53'14"W, A DISTANCE OF 241.39 FEET; THENCE S00°55'22"W, A DISTANCE OF 57.68 FEET; THENCE S41°58'05"W, A DISTANCE OF 48.78 FEET; THENCE S20°37'51"E, A DISTANCE OF 70.14 FEET; THENCE S02°23'36"E, A DISTANCE OF 52.50 FEET; THENCE S00°47'49"E, A DISTANCE OF 20.72 FEET;

THENCE S59°55'00"W, A DISTANCE OF 56.70 FEET; THENCE S18°52'08"W, A DISTANCE OF 33.22 FEET; THENCE S03°30'35"W, A DISTANCE OF 101.02 FEET; THENCE S05°01'11"W, A DISTANCE OF 37.50 FEET; THENCE S51°07'14"E, A DISTANCE OF 98.60 FEET; THENCE S84°56'02"E, A DISTANCE OF 101.21 FEET; THENCE N61°18'53"E, A DISTANCE OF 94.70 FEET; THENCE S05°48'14"E, A DISTANCE OF 136.52 FEET; THENCE

S14°57'20"W, A DISTANCE OF 202.21 FEET;
THENCE S33°26'20"E, A DISTANCE OF 280.14 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 11, AND BEING A POINT ON THE SOUTH LINE OF SAID PARCEL A;
THENCE ALONG SAID SOUTH LINE, S88°53'11"W, A DISTANCE OF 348.39 FEET; THENCE DEPARTING SAID SOUTH LINE, N11°40'28"W, A DISTANCE OF 79.25 FEET; THENCE N56°06'14"W, A DISTANCE OF 229.08 FEET;
THENCE N24°41'45"W, A DISTANCE OF 171.82 FEET; THENCE N48°50'02"E, A DISTANCE OF 118.39 FEET; THENCE N09°19'28"W, A DISTANCE OF 68.68 FEET; THENCE N59°17'51"E, A DISTANCE OF 64.87 FEET; THENCE N04°37'15"E, A DISTANCE OF 74.51 FEET; THENCE N02°43'55"W, A DISTANCE OF 93.26 FEET; THENCE N12°07'04"E, A DISTANCE OF 104.80 FEET; THENCE N08°47'14"E, A DISTANCE OF 123.97 FEET; THENCE N11°35'00"W, A DISTANCE OF 157.50 FEET; THENCE N17°16'34"W, A DISTANCE OF 181.65 FEET; THENCE N04°54'42"W, A DISTANCE OF 108.31 FEET; THENCE N03°57'08"E, A DISTANCE OF 80.14 FEET; THENCE N35°19'14"E, A DISTANCE OF 61.53 FEET; THENCE N05°34'08"W, A DISTANCE OF 67.75 FEET;

THENCE N09°05'20"E, A DISTANCE OF 64.00 FEET; THENCE N26°05'59"W, A DISTANCE OF 80.19 FEET; THENCE N01°06'15"E, A DISTANCE OF 137.38 FEET; THENCE N19°49'01"W, A DISTANCE OF 33.84 FEET; THENCE N16°42'22"E, A DISTANCE OF 16.12 FEET; THENCE N30°34'53"E, A DISTANCE OF 92.84 FEET; THENCE N17°47'06"W, A DISTANCE OF 72.97 FEET; THENCE N20°29'31"W, A DISTANCE OF 28.37 FEET; THENCE N12°35'28"E, A DISTANCE OF 89.12 FEET; THENCE N05°45'41"E, A DISTANCE OF 145.13 FEET; THENCE N03°31'28"E, A DISTANCE OF 115.24 FEET; THENCE N16°48'23"E, A DISTANCE OF 132.35 FEET; THENCE N49°08'07"W, A DISTANCE OF 133.41 FEET;
THENCE N43°38'58"W, A DISTANCE OF 56.71 FEET TO THE POINT OF BEGINNING.

is hereby vacated.

SECTION 2.

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

SECTION 3.

This Ordinance shall be approved but shall not become effective until the final vacation plat is recorded in the office of the Pueblo County Clerk and Recorder. If the vacation plat is not recorded within one (1) year after of this Ordinance, or within any extended period granted by Ordinance of the City Council, this Ordinance shall automatically be rescinded and repealed thirty (30) days after written notice of such rescission and repeal is given to the applicant. No vested rights shall accrue to the subdivision or be acquired until this Ordinance becomes effective.

SECTION 4.

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

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

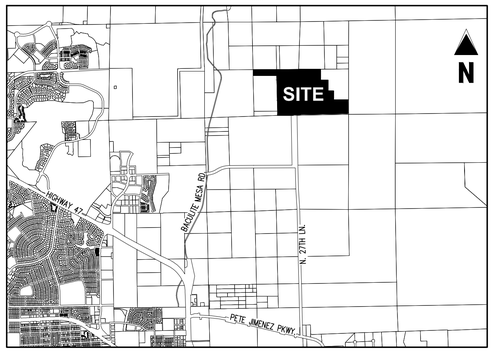
ATTEST

_____
City Clerk

BLACK HILLS SUBDIVISION FILING NO. 1
EASEMENT VACATION

A PORTION OF LOTS 1, 3, AND PARCEL A, BLACK HILLS SUBDIVISION FILING NO. 1
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 11,
TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN
COUNTY OF PUEBLO, STATE OF COLORADO

VICINITY MAP
1" = 4000'



EASEMENT DESCRIPTION (TO BE VACATED)

A PORTION OF LOTS 1, 3, AND PARCEL A, BLACK HILLS SUBDIVISION FILING NO. 1, RECORDED AT RECEPTION NO. 1893083 IN THE PUEBLO COUNTY CLERK AND RECORDER OFFICE, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS:
ALL BEARINGS ARE GRID BEARINGS OF THE COLORADO STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NORTH AMERICAN DATUM 1983(11). BEARING IS BASED ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, AND IS CONSIDERED TO BEAR N89°08'58"E, MONUMENTED ON THE WEST END OF THE LINE BY A FOUND AXLE WIRED WITH A 3.25" ALUMINUM CAP STAMPED, 'MERRICK & CO PLS 33200', AND ON THE EAST END OF THE LINE BY A FOUND NO. 6 REBAR WITH 2.5" ALUMINUM CAP STAMPED, 'PLS 36061.'

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 11, AND BEING A POINT ON THE NORTH LINE OF SAID LOT 1;

THENCE ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 11 AND SAID LOT 1, N89°08'58"E, A DISTANCE OF 274.42 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID NORTH LINE, N89°08'58"E, A DISTANCE OF 393.50 FEET;

THENCE DEPARTING SAID NORTH LINE, S38°44'23"E, A DISTANCE OF 291.07 FEET;

THENCE S03°03'10"W, A DISTANCE OF 133.42 FEET;

THENCE S33°36'42"W, A DISTANCE OF 210.38 FEET;

THENCE S13°45'20"E, A DISTANCE OF 155.34 FEET;

THENCE S49°11'35"W, A DISTANCE OF 74.44 FEET;

THENCE S02°19'43"E, A DISTANCE OF 234.29 FEET;

THENCE N79°55'39"E, A DISTANCE OF 81.34 FEET;

THENCE S25°08'03"E, A DISTANCE OF 431.42 FEET;

THENCE S66°52'17"W, A DISTANCE OF 212.48 FEET;

THENCE S11°03'45"E, A DISTANCE OF 286.93 FEET;

THENCE S20°30'51"W, A DISTANCE OF 292.12 FEET;

THENCE S05°48'14"E, A DISTANCE OF 256.52 FEET;

THENCE S14°57'20"W, A DISTANCE OF 202.16 FEET;

THENCE S33°26'20"E, A DISTANCE OF 272.78 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 11, AND BEING A POINT ON THE SOUTH LINE OF SAID PARCEL A;

THENCE ALONG SAID SOUTH LINE, S88°53'11"W, A DISTANCE OF 345.53 FEET;

THENCE DEPARTING SAID SOUTH LINE, N11°40'28"W, A DISTANCE OF 73.08 FEET;

THENCE N56°06'14"W, A DISTANCE OF 229.02 FEET;

THENCE N24°41'45"W, A DISTANCE OF 171.78 FEET;

THENCE N48°50'02"E, A DISTANCE OF 118.36 FEET;

THENCE N09°19'28"W, A DISTANCE OF 296.34 FEET;

THENCE N20°21'08"E, A DISTANCE OF 212.02 FEET;

THENCE N56°02'02"W, A DISTANCE OF 164.38 FEET;

THENCE N29°28'47"W, A DISTANCE OF 239.67 FEET;

THENCE N21°14'05"E, A DISTANCE OF 209.99 FEET;

THENCE N42°10'39"E, A DISTANCE OF 102.77 FEET;

THENCE N02°48'17"E, A DISTANCE OF 170.09 FEET;

THENCE N05°41'09"E, A DISTANCE OF 128.94 FEET;

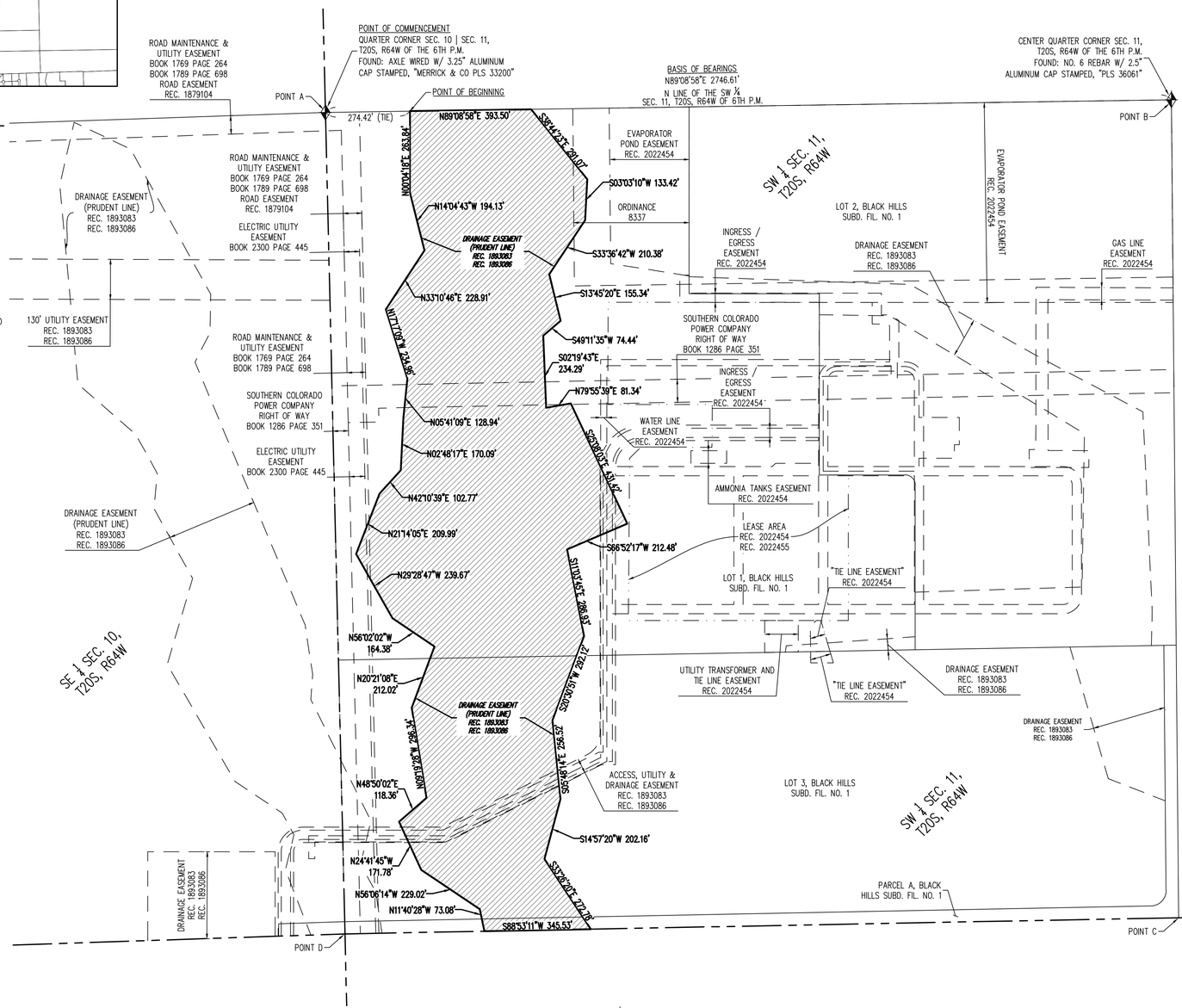
THENCE N17°17'09"W, A DISTANCE OF 234.96 FEET;

THENCE N33°10'46"E, A DISTANCE OF 228.91 FEET;

THENCE N14°04'43"W, A DISTANCE OF 194.13 FEET;

THENCE N00°04'18"E, A DISTANCE OF 263.84 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIPTION CONTAINS 1,394,770 SQUARE FEET OR 32.02 ACRES, MORE OR LESS.



GENERAL NOTES

1) PURPOSE: TO VACATE THE DRAINAGE EASEMENT (PRUDENT LINE) RECORDED AT RECEPTION NUMBERS 1893083 AND 1893086.
2) FIELD WORK WAS COMPLETED ON: NOVEMBER 19, 2025.
3) BASIS OF BEARING: ALL BEARINGS ARE GRID BEARINGS OF THE COLORADO STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NORTH AMERICAN DATUM 1983(11). BEARING IS BASED ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, AND IS CONSIDERED TO BEAR N89°08'58"E, MONUMENTED ON THE WEST END OF THE LINE BY A FOUND AXLE WIRED WITH A 3.25" ALUMINUM CAP STAMPED, 'MERRICK & CO PLS 33200', AND ON THE EAST END OF THE LINE BY A FOUND NO. 6 REBAR WITH 2.5" ALUMINUM CAP STAMPED, 'PLS 36061.'
4) PARCEL IS WITHIN FEMA FLOOD INSURANCE RATE MAP (FIRM), NO. 08101C0510D, WHICH IS NOT PRINTED. THE SURVEYOR RECOMMENDS A FLOOD STUDY IF MORE INFORMATION IS REQUIRED.
5) ALL LINEAR MEASUREMENTS SHOWN ARE GRID DISTANCES IN U.S. SURVEY FEET. THE COMBINED SCALE FACTOR USED TO MODIFY GRID DISTANCE TO GROUND DISTANCES FOR THIS PLAT IS 1.00024430967.
6) NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCE MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON. C.R.S. 13-80-105(3)(A).
7) THIS MAP DOES NOT REPRESENT A TITLE SEARCH BY GALLOWAY & COMPANY, LLC TO DETERMINE OWNERSHIP OF THIS TRACT, VERIFY THE DESCRIPTION SHOWN, VERIFY THE COMPATIBILITY OF THIS DESCRIPTION WITH THAT OF ADJACENT TRACTS OR VERIFY EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHT OF WAY OR TITLE THEREOF, GALLOWAY & COMPANY LLC RELIED UPON THE TITLE COMMITMENTS LISTED BELOW:
   7)A. TITLE COMMITMENT PREPARED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, COMMITMENT NO. RND35067462-3, DATED 05/07/2025 AT 5:00 PM.
   7)B. TITLE COMMITMENT PREPARED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, COMMITMENT NO. RND35067466-2, DATED 05/07/2025 AT 5:00 PM.
8) I HEREBY STATE THAT, TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THIS MAP WAS PREPARED FROM THE FIELD NOTES TAKEN DURING AN ACTUAL ON THE GROUND SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT THIS MAP REFLECTS THE RESULTS OF THAT SURVEY, AND THE INFORMATION CONTAINED HEREIN IS ACCURATE AND IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE. THIS CERTIFICATION IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

AARON J. HANDL, COLORADO PROFESSIONAL LAND SURVEYOR NO. 38328
FOR AND ON BEHALF OF GALLOWAY & COMPANY, LLC

MODIFIED NAD83(11) COLORADO STATE PLANE, SOUTH ZONE, SFT

POINT	GROUND COORDINATES	GRID COORDINATES	LAT/LONG
A	N: 605473.39' E: 277683.44'	N: 1605081.25' E: 3276882.87'	LAT: 38°19'28.0611"N LONG: 104°32'05.4414"W
B	N: 605514.16' E: 280429.75'	N: 1605122.01' E: 3279628.50'	LAT: 38°19'28.1822"N LONG: 104°31'30.9841"W
C	N: 602858.15' E: 280453.04'	N: 1602466.65' E: 3279651.79'	LAT: 38°19'01.9320"N LONG: 104°31'31.0395"W
D	N: 602805.54' E: 277746.74'	N: 1602414.06' E: 3276946.15'	LAT: 38°19'01.6898"N LONG: 104°32'04.9932"W

Galloway
1155 Kelly Johnson Blvd., Suite 305
Colorado Springs, CO 80920
719.900.7220
GallowayUS.com

DRAFT

BLACK HILLS SUBDIVISION FILING NO. 1
EASEMENT VACATION
A PORTION OF LOTS 1, 3, AND PARCEL A, BLACK HILLS SUBDIVISION FILING NO. 1
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 11,
TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN
COUNTY OF PUEBLO, STATE OF COLORADO

#	Date	Issue / Description	Init.

Project No:	CFE000006.10
Drawn By:	JGH
Checked By:	AJH
Date:	12.09.2025

1
SHEET 1 OF 1

I:\COS\Offices\Colorado Springs, Inc\COS_Projects - CFE000006 - Black Hills Subdivision\SV11 CAD\EXHIBIT\Easement Vacation Plat\CFE000006.10_Easement_Vacation_EXH.dwg - John Houston - 12/11/2025

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, February 11, 2026, 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:38 pm. with Chairman Mike Castellucci presiding.

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

Commissioners Absent: N/A

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: N/A

Approval of the Agenda: Bailey moved to amend the agenda, rescheduling item Z-25-26 to the March 11, 2026, meeting and approve the agenda as amended, seconded by Salazar.

Motion Passed: 7-0.

Public Meeting: N/A

Public Hearing:

V-25-06 Vacation: A vacation of an approx. 13.57-acre drainage easement located at 4000 N 27TH Ln in the Black Hills Subdivision Fil. 1, a Special Area Plan. Staff Report by Mikaylin Hackley, Planner.
Hearing: Applicant Bobby Dishell was sworn in and spoke in support of the application. No one spoke in opposition.

Commission Action: Bailey motioned, seconded by Salazar, to recommend the vacation application be forward to City Council.

Motion Passed: 7-0

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: Beritt Odom, Director Planning and Community Development

CC: Jonell Gist, Administrative Technician
Subdivision File

FROM: Joe Martellaro, Associate Engineer II

SUBJECT: V-25-06 4000 N. 27th Lane Vacation

DATE: February 26, 2026

Please place the above referenced submittal on the City Council Agenda.

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

James Salazar

V-25-06

February 11, 2026

TO:	City of Pueblo Planning and Zoning Commission
FROM:	Mikaylin Hackley, Planner
THROUGH:	Beritt Odom, Director of Planning and Community Development
SUBJECT:	Vacation of a drainage easement at approx. 4000 N 27th Ln.
APPLICANT:	Brysen Daughton, Cloudbreak Energy
PROPERTY OWNER:	Black Hills Electric
LOCATION:	4000 N 27th Ln.
CONCURRENT REQUESTS:	RPB-26-01, Rearrangement of Property Boundaries

REQUEST:
A vacation of an approx. 13.57-acre drainage easement located at 4000 N 27TH Ln in the Black Hills Subdivision Fil. 1, a Special Area Plan.

BACKGROUND AND STAFF FINDINGS:

The applicant is requesting to vacate an approx. 13.57-acre drainage easement located at 4000 N 27TH Ln in the Black Hills Subdivision Fil. 1, a Special Area Plan. The drainage easement runs along an existing drainage arroyo and was originally platted with a prudent line demarcating the boundaries of the easement area. In accordance with current Stormwater easement requirements, the property owner is requesting this vacation to shrink the easement boundary to a narrower width that more accurately reflects the dimensions of the arroyo. The new, smaller easement will be recorded by separate instrument contingent on the approval of this vacation.

The property owners have also submitted a Rearrangement of Property Boundaries request, to be reviewed administratively, to reconfigure the three lots in the Black Hills Fil. 1 Special Area Plan. The reconfiguration of the lots and the additional buildable area that would be created by this vacation is intended to facilitate a large-scale battery storage development project.

The scale of the easement vacation necessitated stormwater drainage and hydrology reports accounting for the new proposed boundaries of the easement, and they must be fully approved by the Director of Stormwater prior to presentation of the proposed vacation to City Council.

APPLICABLE REGULATIONS:

Sec. 12-5-1 through 6 of the Pueblo Municipal Code (PMC) concerning vacations of streets, alleys, etc.

RECOMMENDED MOTION:

The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation the requested Vacation be APPROVED with the following noted:

1. All drainage reports must receive final approval from the Director of Stormwater prior to City Council presentation.

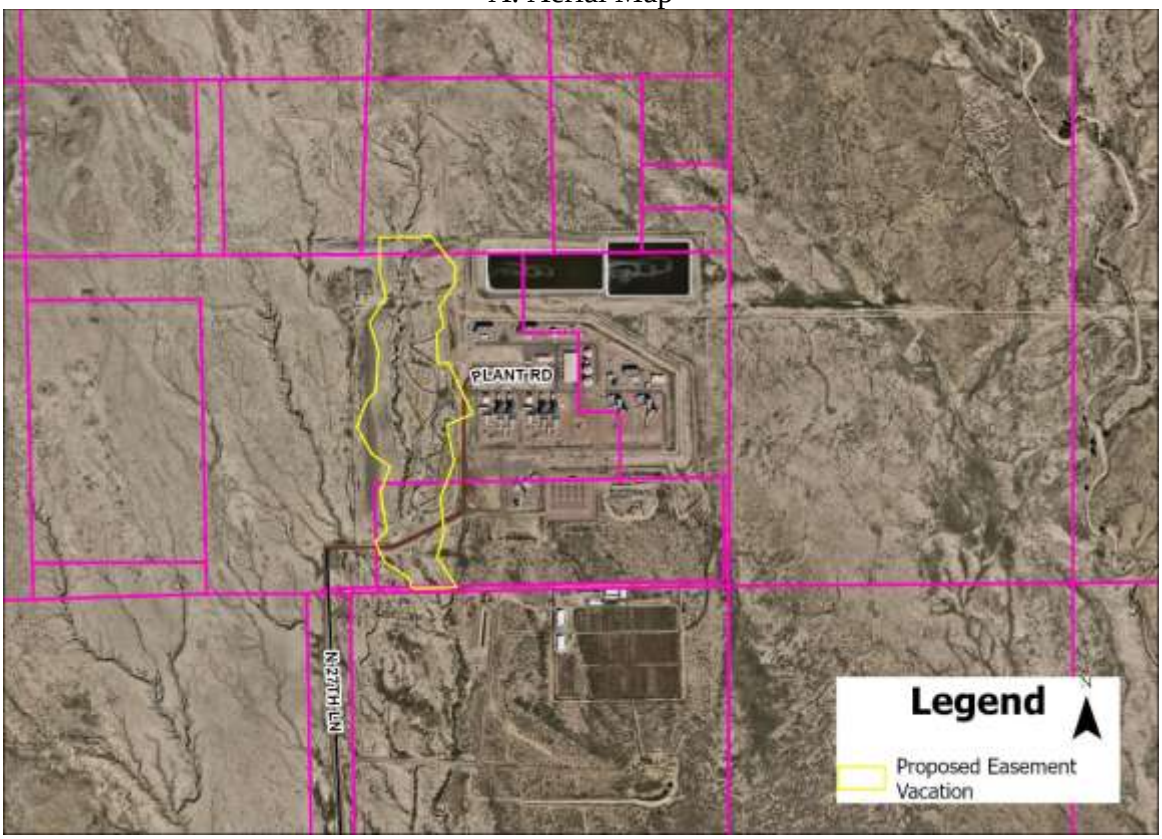
REFERRAL AGENCIES AND COMMENTS:

• Black Hills Energy	No comment
• CDOT	No comment
• City Fire Department	No comment
• City Law Department	No comment
• City Parks and Recreation Department	No comment
• City Public Works	No comment
• City Stormwater	Approval contingent on staff condition
• City Transportation	No comment
• City Wastewater	No comment
• Pueblo Regional Building Department	No comment
• Xcel Energy	No comment

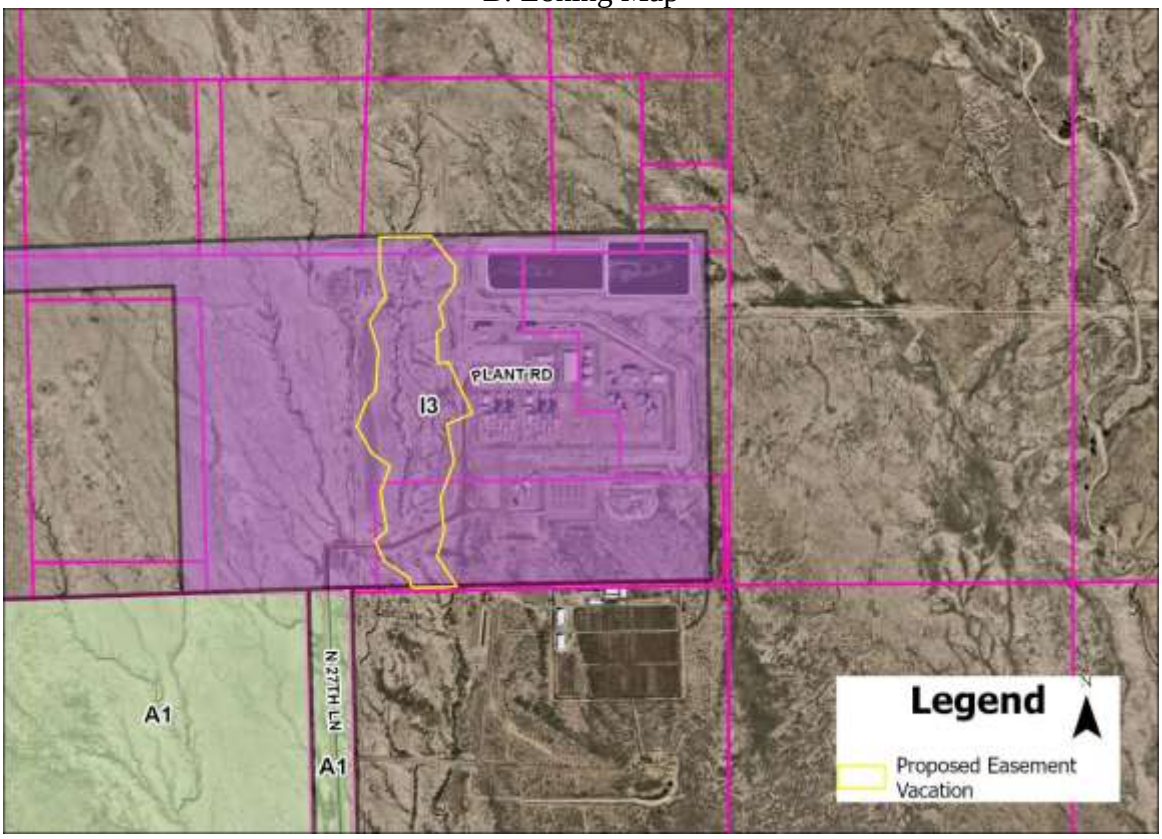
ATTACHMENTS:

A. Aerial Map
B. Zoning Map
C. Comprehensive Plan Map
D. Public Notice Photo
E. Vacation Plat
F. Supporting Documents

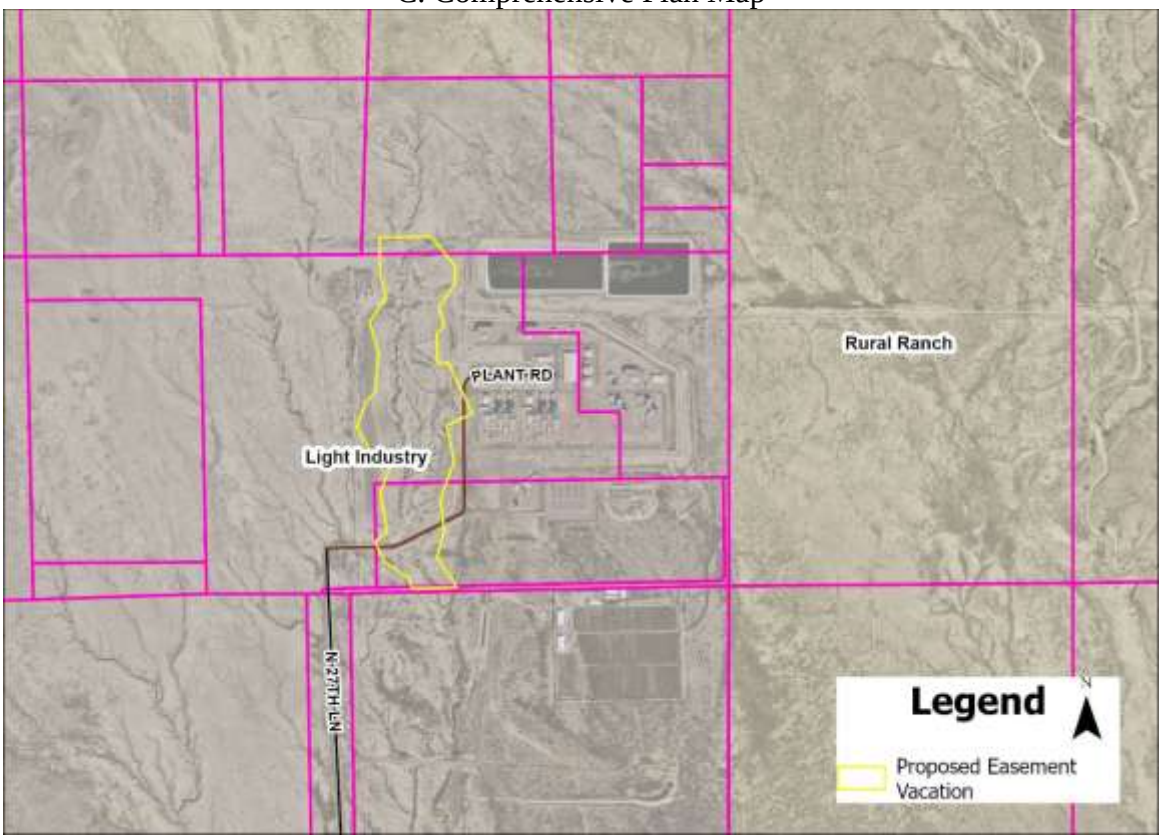
A. Aerial Map



B. Zoning Map



C. Comprehensive Plan Map



D. Public Notice Photo

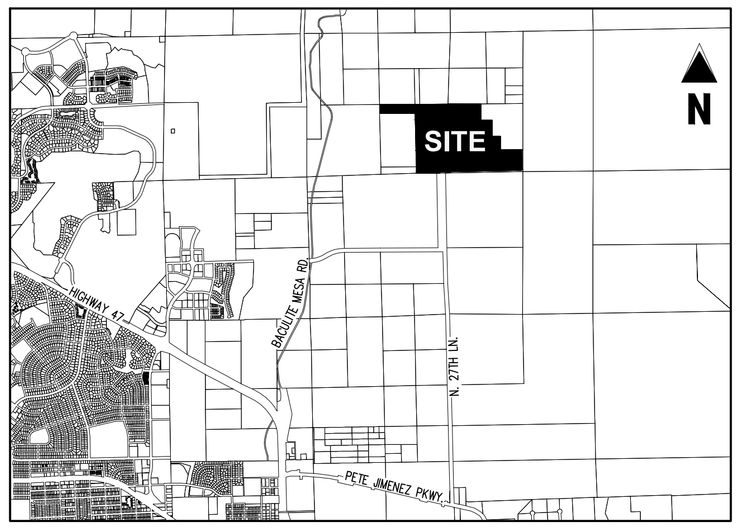


E. Vacation Plat & Supporting Documents

BLACK HILLS SUBDIVISION FILING NO. 1
EASEMENT VACATION

A PORTION OF LOTS 1, 3, AND PARCEL A, BLACK HILLS SUBDIVISION FILING NO. 1
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 11,
TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN
COUNTY OF PUEBLO, STATE OF COLORADO

VICINITY MAP
1" = 4000'



EASEMENT DESCRIPTION (TO BE VACATED)

A PORTION OF LOTS 1, 3, AND PARCEL A, BLACK HILLS SUBDIVISION FILING NO. 1, RECORDED AT RECEPTION NO. 1893083 IN THE PUEBLO COUNTY CLERK AND RECORDER OFFICE, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS:
ALL BEARINGS ARE GRID BEARINGS OF THE COLORADO STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NORTH AMERICAN DATUM 1983(11). BEARING IS BASED ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, AND IS CONSIDERED TO BEAR N89°08'58"E, MONUMENTED ON THE WEST END OF THE LINE BY A FOUND AXLE WIRED WITH A 3.25" ALUMINUM CAP STAMPED, 'MERRICK & CO PLS 33200', AND ON THE EAST END OF THE LINE BY A FOUND NO. 6 REBAR WITH 2.5" ALUMINUM CAP STAMPED, 'PLS 36061.'

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 11, AND BEING A POINT ON THE NORTH LINE OF SAID LOT 1;

THENCE ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 11 AND SAID LOT 1, N89°08'58"E, A DISTANCE OF 274.42 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID NORTH LINE, N89°08'58"E, A DISTANCE OF 393.50 FEET;

THENCE DEPARTING SAID NORTH LINE, S38°44'23"E, A DISTANCE OF 291.07 FEET;

THENCE S03°03'10"W, A DISTANCE OF 133.42 FEET;

THENCE S33°36'42"W, A DISTANCE OF 210.38 FEET;

THENCE S13°45'20"E, A DISTANCE OF 155.34 FEET;

THENCE S49°11'35"W, A DISTANCE OF 74.44 FEET;

THENCE S02°19'43"E, A DISTANCE OF 234.29 FEET;

THENCE N79°55'39"E, A DISTANCE OF 81.34 FEET;

THENCE S25°08'03"E, A DISTANCE OF 431.42 FEET;

THENCE S66°52'17"W, A DISTANCE OF 212.48 FEET;

THENCE S11°03'45"E, A DISTANCE OF 286.93 FEET;

THENCE S20°30'51"W, A DISTANCE OF 292.12 FEET;

THENCE S05°48'14"E, A DISTANCE OF 256.52 FEET;

THENCE S14°57'20"W, A DISTANCE OF 202.16 FEET;

THENCE S33°26'20"E, A DISTANCE OF 272.78 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 11, AND BEING A POINT ON THE SOUTH LINE OF SAID PARCEL A;

THENCE ALONG SAID SOUTH LINE, S88°53'11"W, A DISTANCE OF 345.53 FEET;

THENCE DEPARTING SAID SOUTH LINE, N11°40'28"W, A DISTANCE OF 73.08 FEET;

THENCE N56°06'14"W, A DISTANCE OF 229.02 FEET;

THENCE N24°41'45"W, A DISTANCE OF 171.78 FEET;

THENCE N48°50'02"E, A DISTANCE OF 118.36 FEET;

THENCE N09°19'28"W, A DISTANCE OF 296.34 FEET;

THENCE N20°21'08"E, A DISTANCE OF 212.02 FEET;

THENCE N56°02'02"W, A DISTANCE OF 164.38 FEET;

THENCE N29°28'47"W, A DISTANCE OF 239.67 FEET;

THENCE N21°14'05"E, A DISTANCE OF 209.99 FEET;

THENCE N42°10'39"E, A DISTANCE OF 102.77 FEET;

THENCE N02°48'17"E, A DISTANCE OF 170.09 FEET;

THENCE N05°41'09"E, A DISTANCE OF 128.94 FEET;

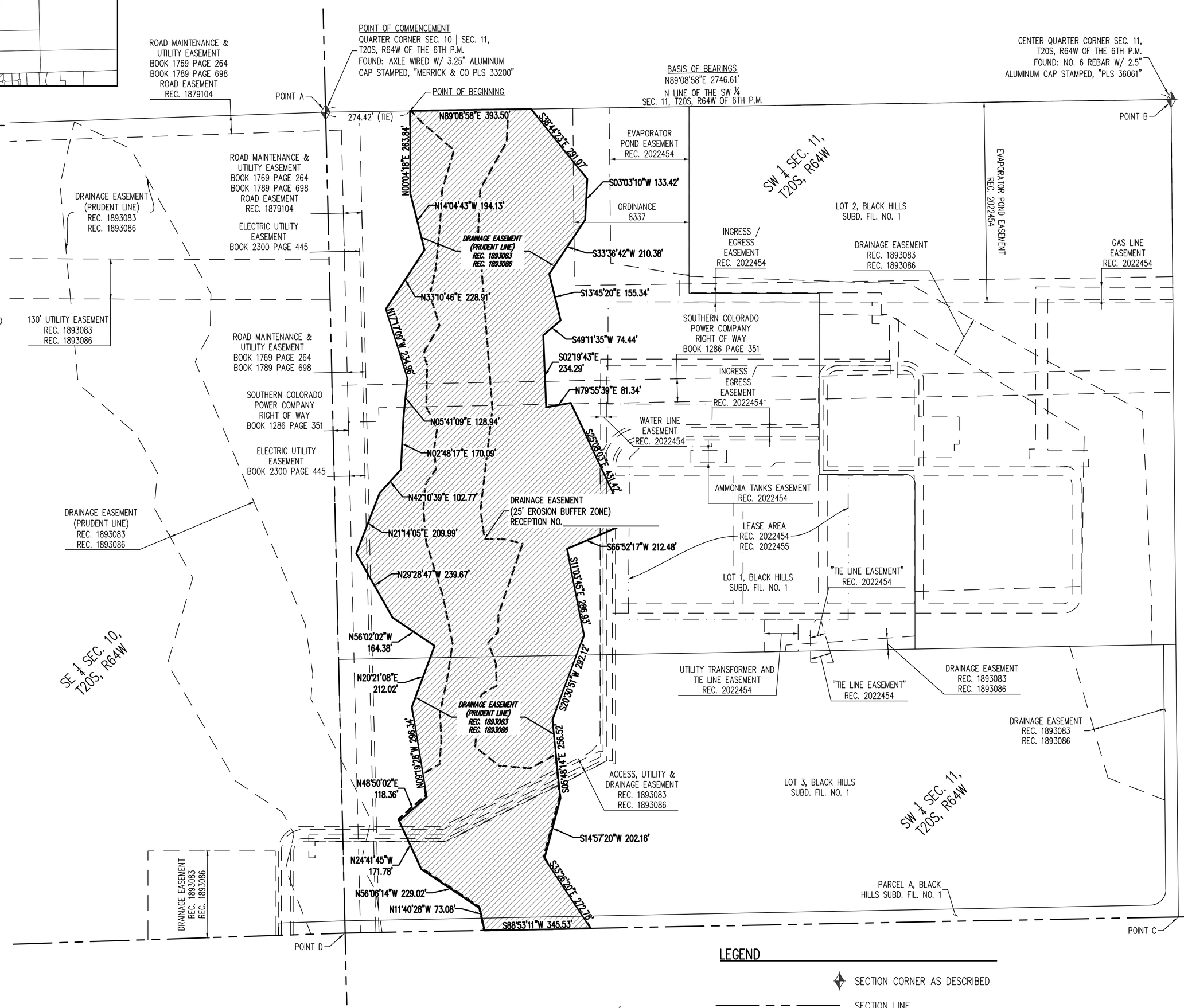
THENCE N17°17'09"W, A DISTANCE OF 234.96 FEET;

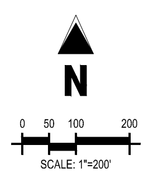
THENCE N33°10'46"E, A DISTANCE OF 228.91 FEET;

THENCE N14°04'43"W, A DISTANCE OF 194.13 FEET;

THENCE N00°04'18"E, A DISTANCE OF 263.84 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIPTION CONTAINS 1,394,770 SQUARE FEET OR 32.02 ACRES, MORE OR LESS.





LEGEND

- SECTION CORNER AS DESCRIBED
- SECTION LINE
- LOT OR TRACT LINE
- EXISTING EASEMENT AS NOTED
- PRUDENT LINE EASEMENT TO BE VACATED BY THIS PLAT
- PROPOSED PRUDENT LINE EASEMENT BY SEPARATE DOCUMENT

MODIFIED NAD83(11) COLORADO STATE PLANE, SOUTH ZONE, SFT

POINT	GROUND COORDINATES	GRID COORDINATES	LAT/LONG
A	N: 605473.39' E: 277683.44'	N: 1605081.25' E: 3276882.87'	LAT: 38°19'28.0611"N LONG: 104°32'05.4414"W
B	N: 605514.16' E: 280429.75'	N: 1605122.01' E: 3279628.50'	LAT: 38°19'28.1822"N LONG: 104°31'30.9841"W
C	N: 602858.15' E: 280453.04'	N: 1602466.65' E: 3279651.79'	LAT: 38°19'01.9320"N LONG: 104°31'31.0395"W
D	N: 602805.54' E: 277746.74'	N: 1602414.06' E: 3276946.15'	LAT: 38°19'01.6898"N LONG: 104°32'04.9932"W

GENERAL NOTES

1) PURPOSE: TO VACATE THE DRAINAGE EASEMENT (PRUDENT LINE) RECORDED AT RECEPTION NUMBERS 1893083 AND 1893086.
2) FIELD WORK WAS COMPLETED ON: NOVEMBER 19, 2025.
3) BASIS OF BEARING: ALL BEARINGS ARE GRID BEARINGS OF THE COLORADO STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NORTH AMERICAN DATUM 1983(11). BEARING IS BASED ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, AND IS CONSIDERED TO BEAR N89°08'58"E, MONUMENTED ON THE WEST END OF THE LINE BY A FOUND AXLE WIRED WITH A 3.25" ALUMINUM CAP STAMPED, 'MERRICK & CO PLS 33200', AND ON THE EAST END OF THE LINE BY A FOUND NO. 6 REBAR WITH 2.5" ALUMINUM CAP STAMPED, 'PLS 36061.'
4) PARCEL IS WITHIN FEMA FLOOD INSURANCE RATE MAP (FIRM), NO. 08101C0510D, WHICH IS NOT PRINTED. THE SURVEYOR RECOMMENDS A FLOOD STUDY IF MORE INFORMATION IS REQUIRED.
5) ALL LINEAR MEASUREMENTS SHOWN ARE GRID DISTANCES IN U.S. SURVEY FEET. THE COMBINED SCALE FACTOR USED TO MODIFY GRID DISTANCE TO GROUND DISTANCES FOR THIS PLAT IS 1.00024430967.
6) NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCE MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON. C.R.S. 13-80-105(3)(A).
7) THIS MAP DOES NOT REPRESENT A TITLE SEARCH BY GALLOWAY & COMPANY, LLC TO DETERMINE OWNERSHIP OF THIS TRACT, VERIFY THE DESCRIPTION SHOWN, VERIFY THE COMPATIBILITY OF THIS DESCRIPTION WITH THAT OF ADJACENT TRACTS OR VERIFY EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHT OF WAY OR TITLE THEREOF, GALLOWAY & COMPANY LLC RELIED UPON THE TITLE COMMITMENTS LISTED BELOW:
   7)A. TITLE COMMITMENT PREPARED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, COMMITMENT NO. RND35067462–3, DATED 05/07/2025 AT 5:00 PM.
   7)B. TITLE COMMITMENT PREPARED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, COMMITMENT NO. RND35067466–2, DATED 05/07/2025 AT 5:00 PM.
8) I HEREBY STATE THAT, TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THIS MAP WAS PREPARED FROM THE FIELD NOTES TAKEN DURING AN ACTUAL ON THE GROUND SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT THIS MAP REFLECTS THE RESULTS OF THAT SURVEY, AND THE INFORMATION CONTAINED HEREIN IS ACCURATE AND IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE. THIS CERTIFICATION IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

AARON J. HANDL, COLORADO PROFESSIONAL LAND SURVEYOR NO. 38328
FOR AND ON BEHALF OF GALLOWAY & COMPANY, LLC

Galloway
1155 Kelly Johnson Blvd., Suite 305
Colorado Springs, CO 80920
719.900.7220
GallowayUS.com

DRAFT

BLACK HILLS SUBDIVISION FILING NO. 1
EASEMENT VACATION
A PORTION OF LOTS 1, 3, AND PARCEL A, BLACK HILLS SUBDIVISION FILING NO. 1
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 11,
TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN
COUNTY OF PUEBLO, STATE OF COLORADO

#	Date	Issue / Description	Init.

Project No:	CFE000006.10
Drawn By:	JGH
Checked By:	AJH
Date:	02.02.2026

1
SHEET 1 OF 1

H:\Civil\Projects_Ent\CO_Pueblo - CF\000006 - Black Hills Parcel\SURVEY\CAD\Exhibit\Easement Vacation\BlkHCFE000006_EE Easement_Vacation_EMyl.dwg, Aaron Handl, 2/2/2026

MEMORANDUM

To: Planning and Zoning Commission

From: Subdivision Review Committee

Date: February 4, 2026

Subject: V-25-06 4000 N 27th Ln. Drainage Easement Vacation

The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation that the Vacation 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.)	1. All drainage reports must receive final approval from the Director of Stormwater prior to presentation at City Council.

January 26, 2026

The City of Pueblo Planning and Zoning Commission will hold a public hearing on a request from Black Hills Energy for the approval of the following application:

V-25-06 Vacation: A vacation of an approx. 13.57-acre drainage easement located at 4000 N 27TH Ln in the Black Hills Subdivision Fil. 1, a Special Area Plan.

The Planning and Zoning Commission meeting will be held on **February 11, 2026, 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. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on "Most Recent Agenda" no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions**.

Beritt Odom, Director of Planning & Community Development
By Mikaylin Hackley, Planner
(719) 553-2259

January 26, 2026

The City of Pueblo Planning and Zoning Commission will hold a public hearing on a request from Black Hills Energy for the approval of the following application:

V-25-06 Vacation: A vacation of an approx. 13.57-acre drainage easement located at 4000 N 27TH Ln in the Black Hills Subdivision Fil. 1, a Special Area Plan.

The Planning and Zoning Commission meeting will be held on **February 11, 2026, 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. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on "Most Recent Agenda" no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions**.

Beritt Odom, Director of Planning & Community Development
By Mikaylin Hackley, Planner
(719) 553-2259

January 26, 2026

The City of Pueblo Planning and Zoning Commission will hold a public hearing on a request from Black Hills Energy for the approval of the following application:

V-25-06 Vacation: A vacation of an approx. 13.57-acre drainage easement located at 4000 N 27TH Ln in the Black Hills Subdivision Fil. 1, a Special Area Plan.

The Planning and Zoning Commission meeting will be held on **February 11, 2026, 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. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on "Most Recent Agenda" no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions**.

Beritt Odom, Director of Planning & Community Development
By Mikaylin Hackley, Planner
(719) 553-2259

January 26, 2026

The City of Pueblo Planning and Zoning Commission will hold a public hearing on a request from Black Hills Energy for the approval of the following application:

V-25-06 Vacation: A vacation of an approx. 13.57-acre drainage easement located at 4000 N 27TH Ln in the Black Hills Subdivision Fil. 1, a Special Area Plan.

The Planning and Zoning Commission meeting will be held on **February 11, 2026, 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. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on "Most Recent Agenda" no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions**.

Beritt Odom, Director of Planning & Community Development
By Mikaylin Hackley, Planner
(719) 553-2259

CASE NUMBER V-25-06

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the Easement Vacation: 4000 N 27th Lane to be sent to the attached list of owners of the property lying within hundred (300) feet of the said property on which the vacation is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-6-2.

January 20, 2026
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Capuchin

I hereby certify that I did this day verify and photograph the posted notice of the public hearing on the 4000 N 27th Lane, upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

January 20, 2026
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Capuchin

Owner	OwnerStree	OwnerCity	Ow	OwnerZip
BLACK HILLS COLORADO ELECTRIC UTILITY (	1515 WYNKOOP ST STE 500	DENVER	CO	80202-2062
ROMERO MICHAEL	1923 SOUTH RD	PUEBLO	CO	81006-1642
BLACK HILLS COLORADO ELECTRIC UTILITY (	625 9TH ST STE 200	RAPID CITY	SD	57701-2674
BLACK HILLS ELECTRIC	PO BOX 1400	RAPID CITY	SD	57709-1400

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: March 9, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Greg Pedroza, Director Aviation

SUBJECT: AN ORDINANCE APPROVING A PROFESSIONAL ENGINEERING SERVICES AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND DIBBLE AND ASSOCIATES CONSULTING ENGINEERS, INC., FOR THE FINAL DESIGN AND BID PHASE SERVICES FOR PROJECT NO. 26-024 AIRPORT TERMINAL REMODEL, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

his Ordinance will approve a Professional Engineering Services Agreement between the City of Pueblo, a Colorado Municipal Corporation, and Dibble and Associates Consulting Engineers, Inc., for the Final Design and Bid Phase Services for Project No. 26-024 Airport Terminal Remodel.

PREVIOUS COUNCIL ACTION:

Ordinance No. 11102, passed and approved on January 12, 2026, transferred funds to Project Account AP2203-Airport Terminal Remodel Design and Construction.

Ordinance No.11103, passed and approved on January 12, 2026, transferred funds to Project Account ED2504-Memorial Airport Renovations.

BACKGROUND:

The Pueblo Memorial Airport is an economic driver for the City of Pueblo and needs renovations to attract more air traffic to the airport for tourism and business. The renovations include an expansion and remodel of the terminal building passenger hold area, the addition of two single-user restrooms, a new fire suppression system throughout the airport, upgrading the existing bathroom to make ADA compliant, and modernization of the adjacent interior and exterior spaces.

Dibble and Associates Consulting Engineers, Inc., is the Pueblo Memorial Airport's

contracted engineering consultants and submitted a proposal for Final Design and Bid Services for the Terminal Remodel project.

FINANCIAL IMPLICATIONS:

The total cost for Final Design and Bid Phase services is $260,738.22. Funds will be paid from Project Accounts CI2524 and ED2504. Funds were budget and appropriated in previous Ordinances.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the Professional Engineering Services Agreement will not be approved, and the project will not occur.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. Dibble PUB Terminal Remodel Final Design and Bidding Phase Contract with Appendix

ORDINANCE NO.

AN ORDINANCE APPROVING A PROFESSIONAL ENGINEERING SERVICES AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND DIBBLE AND ASSOCIATES CONSULTING ENGINEERS, INC., FOR THE FINAL DESIGN AND BID PHASE SERVICES FOR PROJECT NO. 26-024 AIRPORT TERMINAL REMODEL, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, Dibble & Associates as the Airport's contracted engineering consulting firm provided a proposal for Final Design and Bid Phase Services for Project No. 26-024 Airport Terminal Remodel; NOW, THEREFORE

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

SECTION 1.

The Agreement for Professional Engineering Services ("Professional Services Agreement"), a copy of which is attached hereto and made part hereof by reference, by and between the City of Pueblo, a Municipal Corporation, and Dibble and Associates Consulting Engineers, Inc., an Arizona Corporation, to provide Final Design and Bid Phase Services for Project No. 26-024 Airport Terminal Remodel at Pueblo Memorial Airport, after having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute the Professional Services Agreement for and on behalf of the City, and the City Clerk is authorized to affix the seal of the City thereto and attest same. Where authorized pursuant to §1-4-3, P.M.C., the Mayor may execute the Professional Services 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 authorized to perform any and all acts consistent with this Ordinance to implement the policies and procedures described herein.

SECTION 4.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____
_____
_____
_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

STANDARD FORM OF
AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT ("**Agreement**") is made and entered into this 23rd day of March, 2024 ("**Effective Date**") by and between the City of Pueblo, a Municipal Corporation (hereinafter "**Owner**"), and Dibble and Associates Consulting Engineers, Inc., an Arizona Corporation, doing business as Dibble Engineering, a professional engineering firm ("**Engineer**"), for Engineer to render certain professional planning, design, engineering, and related services for Owner in connection with Project CI2524 and ED 2504, Project Name: Memorial Airport Renovations Project (Design), (the "**Project**"). In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

SECTION 1. GENERAL.

1.1 Engineer shall satisfactorily perform professional engineering services for all phases of Project indicated below by mark placed in the appropriate box or boxes:

[ ] - Study and Report Phase

[ ] - Preliminary Design (Schematic) Phase

[X] - Final Design Phase

[X] - Construction Documents & Bidding Phase

[ ] - Construction Phase

Upon completion of any phase, Engineer shall not proceed with work on the next phase, if any, until authorized in writing by Owner to proceed therewith.

Such services shall include all usual and customary professional engineering services and the furnishing (directly or through its professional consultants) of customary and usual civil, structural, mechanical, electrical engineering, environmental, and planning services. Engineer shall also provide any landscape engineering, surveying and geotechnical services incident to its work on the Project.

1.2 In performing the professional services, Engineer shall complete the work items described generally in Appendix **A** – Scope of Services and the items identified in Section 2 of this Agreement which are applicable to each phase for which Engineer is to render professional services.

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

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

1.5 Any architect services provided under this Agreement shall be performed under the direction and supervision of an architect licensed to practice architecture in the state of Colorado.

SECTION 2. ENGINEERING SERVICES.

2.1 Study and Report Phase. If Engineer is to provide professional services with respect to the Project during the Study and Report Phase, Engineer shall:

(a) Consult with Owner to determine his requirements for the Project and review available data.

(b) Advise Owner as to the necessity of his providing or obtaining from others data or services of the types described in paragraph 2.2(c), and assist Owner in obtaining any such services.

(c) Provide special analyses of Owner's needs, planning surveys, site evaluations, and comparative studies of prospective sites and solutions.

(d) Identify and analyze requirements of governmental authorities and regulatory agencies involved in approval or permitting any aspect of Project.

(e) Provide general economic analysis of Owner's requirements applicable to various alternatives.

(f) Prepare a report with appropriate exhibits indicating clearly the considerations involved and the alternative solutions available to Owner, and setting forth Engineer's findings and recommendations with opinions of probable costs.

(g) Furnish two (2) copies of the report and present and review it in person with Owner.

2.2 Preliminary Design (Schematic) Phase. If Engineer is to provide professional services with respect to the Project during the Preliminary Design Phase, Engineer shall:

(a) Consult with Owner and determine the general design concept and Project requirements based upon information furnished by Owner as well as any study or report on the Project.

(b) Prepare and submit to Owner preliminary design documents consisting of final design criteria, preliminary drawings, an outline of specifications, and written descriptions of all significant features of Project.

(c) Prepare and submit to Owner a requirements checklist of any subsurface investigation, additional data, permits, or other information and requirements which is anticipated will be necessary for the design or construction of Project.

(d) Provide written disclosure to Owner of significant design assumptions and design risks and advantages/disadvantages inherent in or presented by design alternatives, and make recommendations to Owner based thereon.

(e) Prepare and submit to Owner a preliminary cost estimate for the Project including construction cost, contingencies, professional compensation, consultant fees, costs of land and rights of way, compensation for damages and finance costs, if any.

(f) Engineer shall furnish two (2) copies of each above referenced submittal document to Owner for Owner's use, and shall review same in person with Owner.

2.3 Final Design Phase. If Engineer is to provide professional services with respect to the Project during the Final Design Phase, Engineer shall:

(a) After consultation with the Owner, receipt of Owner's selection of any design options and review of the Preliminary Design Documents, if any, prepare and submit to Owner final drawings showing the scope, extent, and character of the work to be performed by contractors, and specifications describing such work and the requirements therefor. Such plans and specifications shall comply with all applicable building codes and requirements of regulatory agencies having any approval authority, including but not limited to any requirements of the Federal Aviation Administration. Final design, including drawings and specifications, shall also comply with Americans with Disabilities Act Accessibility Guidelines ("**ADAAG"**) Manual developed by the U. S. Architectural and Transportation Barriers Board (1998) or Americans with Disabilities Act Standards for Accessible Design published at 28 C.F.R. Part 36, Appendix A, whichever is applicable. **Engineer shall include an attest statement on each record drawing sheet of final plan drawings that certifies compliance with either the ADAAG Manual or 28 CFR Part 36 Standards.**

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

(c) Provide technical criteria, written descriptions and design data for Owner's use, and disclose any significant risks and advantages/disadvantages inherent in or presented by design choices.

(d) Based upon Engineer's best professional judgment, prepare and submit to Owner a current detailed cost estimate for the Project including construction cost, contingencies, professional compensation, consultant fees, land and right of way costs, damages, and finance costs, if any.

(e) Engineer shall furnish two (2) copies of each above referenced submittal document to Owner for Owner's use and shall review same in person with Owner.

2.4 Construction Documents & Bidding Phase. If Engineer is to provide professional services with respect to the Project during the Construction Documents & Bidding Phase, Engineer shall:

(a) Prepare and submit to Owner draft forms of contract agreement, general and special conditions, bid forms invitations to bid, information for bidders, forms of warranty and including any special requirements imposed upon such contracts by any federal or other funding source and by any regulatory agency. In preparing such draft forms, Engineer shall consider and incorporate, to the extent both advisable and feasible, owner's standard forms of agreement, warranty, payment and performance bonds, general conditions and selected specifications.

(b) After review and comment by Owner, prepare and submit all deliverables identified in Appendix **A** to this Agreement, final forms of contract agreement, general and special conditions, drawings, specifications, bid forms, invitations to bid, information for bidders, and forms of warranty, together with any Addenda which may be required or appropriate to correct errors, clarify drawings or specifications or advise of changes. Two (2) copies of these final bid documents shall be furnished to Owner. Unless otherwise specified in Appendix A, a copy of all contract documents and drawings shall also be submitted to Owner in Microsoft Word and AutoCAD (2018 or later version) format on electronic media.

(c) Make recommendations to Owner concerning the need for prequalification of equipment, vendors or bidders, and, if requested by Owner, incorporate prequalification requirements in final bid and construction contract documents.

(d) Attend a pre-bid conference with bidders to discuss Project requirements and receive requests for clarification, if any, to be answered by Engineer in writing to all plan holders.

(e) Consult with and make recommendations to Owner concerning: acceptability of

bidders, subcontractors, suppliers, materials, equipment, suitability of proposed "or equals", amount of bids and any other matter involved in consideration and review of bids and bidders upon which Owner may reasonably request Engineer's advice.

2.5 Construction Phase. If Engineer is to provide professional services with respect to the Project during the Construction Phase, after award by the Owner of a general contract or contracts for construction of the Project, Engineer shall:

(a) Perform all duties and functions to be performed by Engineer under the terms of the construction contract.

(b) Visit the Project site, perform observations as to the progress and quality of the work and advise the Owner as to same. The frequency and level of observation shall be commensurate with the nature of the work and size of the Project, except that any specific provisions set forth in Appendix **A** - Scope of Services concerning the level of observation shall determine Engineer's obligation concerning level of observation.

(c) Make determinations as to whether the work is proceeding in accordance and compliance with the construction contract documents.

(d) Promptly advise the Owner in writing of any omissions, substitutions, defects or deficiencies noted in the work of any contractor, subcontractor, supplier or vendor on the Project.

(e) Reject any work on the Project that does not conform to the contract documents.

(f) On request of the Owner, the construction contractor or any subcontractor on the Project, issue written interpretations as to the drawings and specifications and requirements of the construction work.

(g) Review shop drawings, samples, product data and other submittals of the contractor for conformance with the design concept of Project and compliance with the drawings, specifications and all other contract documents, and indicate to Contractor and Owner with respect thereto, any exceptions noted, or modification or resubmittals required.

(h) Review all applications of Contractor for payment and in connection with same, issue certificates for payment to the Owner for such amounts as are properly payable under the terms of the construction contract. Each such certificate shall constitute Engineer's representation to Owner that he has inspected the Project and that to the best of his knowledge, the work for which payment has been sought has been completed by Contractor in accordance with the drawings, specifications and other contract documents.

(i) Subject to written concurrence by Owner, promptly render a written recommendation to Owner concerning all proposed substitutions of material and equipment.

(j) Draft, for Owner's consideration, and offer recommendations upon, all proposed change orders and contract modifications.

(k) On application for final payment by the Contractor, make a final inspection of the Project, assembling and delivering to the Owner any written guaranties, instructions manuals, as-built drawings, diagrams, and charts required by the contract documents, and issuing a certificate of final completion of the Project.

(l) The Engineer shall, if so provided in the construction contract, be the interpreter of the construction documents and arbiter of claims and disputes thereunder. Upon written request of the Owner

or Contractor, the Engineer shall promptly make written interpretations of the contract documents and render written decisions on all claims, disputes, and other matters relating to the execution or progress of the work on the Project. The interpretations and decisions of the Engineer shall be final and binding on the Contractor and Owner, unless the Director of Public Works of the Owner shall, within seven calendar days after receipt of the Engineer's interpretation or decision, file his written objections thereto with the Architect and Contractor.

2.6 Additional Responsibilities. This paragraph applies to all phases of Engineer's work.

(a) Engineer shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all of Engineer's work, including that performed by Engineer's consultants, and including designs, drawings, specifications, reports and other services, irrespective of Owner's approval or acquiescence in same. Engineer shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in the work.

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

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

(d) Engineer shall be completely responsible for the safety of Engineer's employees, subcontractors, and consultants in the execution of work under this Agreement, shall provide all necessary safety equipment for said employees, subcontractors, and consultants and shall hold harmless and indemnify and defend Owner from any and all claims, suits, loss or injury to Engineer's employees, subcontractors, and consultants.

(e) Engineer acknowledges that, due to the nature of engineering and related professional services and the impact of same on the Project, the Owner has a substantial interest in the personnel and consultants to whom Engineer assigns principal responsibility for services performed under this Agreement. Consequently, Engineer represents that Engineer has selected and intends to employ or assign the key personnel and consultants identified in Appendix **C** - "Identification of Personnel, Subcontractors and Task Responsibility," attached hereto for the Project assignments and areas of responsibility stated therein. Within 10 days of execution of this Agreement, Owner shall have the right to object in writing to employment on the Project of any such key person, consultant or assignment of principal responsibility, in which case Engineer will employ alternate personnel for such function or reassign such responsibility to another to whom Owner has no reasonable objection. Thereafter, Engineer shall not assign or reassign Project work to any person to whom Owner has reasonable objection.

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

(f) Promptly after execution of this Agreement and upon receipt of authorization from Owner to proceed, Engineer shall submit to Owner for approval a schedule showing the order in which Engineer proposes to accomplish his work, with dates on which he will commence and complete each major work item. The schedule shall provide for performance of the work in a timely manner so as to not delay Owner's time table for achievement of interim tasks and final completion of Project work, provided however, the Engineer will not be responsible for delays beyond his control.

(g) Before undertaking any work which Engineer considers beyond or in addition to the scope of work and services which Engineer has contractually agreed to perform under the terms of this Agreement, Engineer shall advise Owner in writing (i) that Engineer considers the work beyond the scope of this Agreement, (ii) the reasons the Engineer believes the out of scope or additional work should be performed, and (iii) a reasonable estimate of the cost of such work. Engineer shall not proceed with such out of scope or additional work until authorized in writing by Owner. The compensation for such authorized work shall be negotiated, but in the event the parties fail to negotiate or are unable to agree as to compensation, then Engineer shall be compensated for his direct costs and professional time at the rates set forth in Appendix **B** - "**Fee Schedule**".

2.7 Requirements Where Federal Assistance Provided.

(a) Engineer understands that Owner will be funding the Project in part or in whole by grants or loans from the Department of Transportation, Federal Aviation Administration (the "**Federal Agency**") and the Colorado Aeronautics Board (the "**State Agency**"). Engineer agrees it is subject to and shall comply with all applicable grant or loan conditions and the regulations of the Federal and State Agencies which apply to the work under this Agreement, whether referenced in Appendix **A** or not. All applicable loan or grant conditions and regulations of the Federal and State Agencies are incorporated into this Agreement by reference.

(b) Owner shall pay Engineer for work completed in accordance with the terms of this Agreement. Engineer understands and accepts that Owner is seeking reimbursement for the Project through applicable Federal and State loans or grants. Should applicable Federal and State Agencies indicate that loans or grants shall not be granted or approved by said Agencies, performance under this Agreement shall be placed on hold until such time as the funds are granted and approved, except that no such extension shall continue past the expiration of the initial term of the master agreement approved through City of Pueblo Resolution No. 13785. Should Owner determine in its sole discretion that grant or approval of the required funds is impossible or unlikely, this Agreement shall terminate immediately upon notice from Owner and Owner shall not be liable for any cost or fee under this Agreement.

SECTION 3. OWNER'S RESPONSIBILITIES

3.1 Owner shall:

(a) Designate a representative to whom all communications from Engineer shall be directed and who shall have limited administrative authority on behalf of Owner to receive and transmit information and make decisions with respect to Project. Said representative shall not, however, have authority to bind Owner as to matters of legislative or fiscal policy.

(b) Advise Engineer of Owner's Project requirements including: objective, project criteria, use and performance requirements, special considerations, physical limitations, financial constraints, and required construction contract provisions and standards.

(c) Provide Engineer with available information pertinent to the Project including any previous reports, studies, or data possessed by Owner which relates to design or construction of the Project.

(d) Assist in arranging for Engineer to have access to enter private and public property as required for Engineer to perform his services.

(e) Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Engineer, and render written decisions pertaining thereto within a reasonable time. The Owner's approval of drawings, design, specifications, reports, and incidental engineering work or

materials furnished hereunder shall not in any way relieve the Engineer of responsibility for the professional adequacy of his work. The Owner's review, approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(f) Upon advice of the necessity to do so from Engineer, obtain required approvals and permits for the Project. The Engineer shall provide all supportive documents and exhibits necessary for obtaining said approvals and permits.

(g) Notify Engineer whenever Owner becomes aware of any substantial development or occurrence which materially affects the scope or timing of Engineer's services.

(h) Owner shall perform its obligations and render decisions within a reasonable time under the presented circumstances. However, given the nature of Owner's internal organization and requirements, a period of fourteen (14) days shall be presumed reasonable for any decision not involving policy decision or significant financial impact. A period of forty-five (45) days shall be presumed reasonable for Owner to act with respect to any matter involving policy or significant financial impact.

SECTION 4. TIME FOR PERFORMANCE.

Engineer's obligation to render services shall continue for such period of time as may reasonably be required for completion of the work contemplated in Appendix **A** - Scope of Services and Sections 1 and 2 of this Agreement.

SECTION 5. PAYMENT.

5.1 Owner will pay to Engineer as full compensation for all services required to be performed by Engineer under this Agreement, except for services for additional work or work beyond the scope of this Agreement, an amount not to exceed $260,738.22 in the aggregate, and not to exceed those maximum amounts set forth in Appendix **B** - "**Fee Schedule**" and computed in accordance with this Section. For the purposes of this agreement, only Engineering Services described in "**Fee Schedule**" - Appendix **B** for the Study and Report Phase, Preliminary Design Phase, and Final Design Phase are approved. In the event compensation for services is set forth in Appendix **B** as to each phase of work indicated in Section 1.1 of this Agreement, the maximum amount of compensation for any phase shall not exceed the amount specified in Appendix **B** for such phase, and together shall not exceed the maximum aggregate set forth herein.

5.2 Engineer shall submit periodic, but not more frequently than monthly, applications for payment, aggregating to not more than the maximum amount, for actual professional services rendered and reimbursable expenses incurred. Such applications shall be submitted with appropriate documentation that such services have been performed and expenses incurred. Thereafter, Owner shall pay Engineer for the amount of the application within 40 days of the date of billing, provided that sufficient documentation has been furnished, and further provided that Owner will not be required to pay more than 90% of the maximum amount unless the Engineer's services on the Project phases for which this Agreement is applicable have been completed to Owner's reasonable satisfaction and all required Engineer submittals have been provided.

5.3 The rates of compensation for service and for reimbursable expenses to be used with periodic and final payment applications shall be those set forth in Appendix **B** - "**Fee Schedule**"

5.4 No separate or additional payment shall be made for profit, overhead, local telephone expenses, lodging, routine photocopying, computer time, secretarial or clerical time, or similar expenses unless otherwise provided and listed in Appendix **B** - "**Fee Schedule**" and approved by City.

5.5 No compensation shall be paid to Engineer for services required and expenditures incurred

in correcting Engineer's mistakes or negligence.

5.6 Compensation for authorized work beyond the scope of this Agreement shall be governed by Paragraph 2.6(g).

Section 6. Term and Termination

6.1 Term. The term of this Agreement begins on the Effective Date and ends on December 31, 2026, unless sooner terminated in accordance with this Agreement. City reserves the right to extend the term of this Agreement in one-year increments by written acceptance of both parties.

6.2 Fund Appropriation. This agreement is expressly made subject to the limitations of the Colorado Constitution. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City Council of Pueblo, contrary to Article X, §20 of the Colorado Constitution or any other constitutional, statutory or charter debt limitation. Notwithstanding any other provision of this agreement, with respect to any financial obligation of City which may arise under this agreement in any fiscal year after the current year, in the event the budget or other means of appropriations for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure shall not constitute a default by or breach of this agreement. The termination of this Agreement due to lack of funding shall be without penalty to the City.

6.3 Owner reserves the right to terminate this Agreement and Engineer's performance hereunder, at any time upon written notice, either for cause or for convenience. Upon such termination, Engineer and its subcontractors shall cease all work and stop incurring expenses, and shall promptly deliver to Owner all data, drawings, specifications, reports, plans, calculations, summaries, and all other information, documents, work product, and materials as Engineer may have accumulated in performing this Agreement, together with all finished work and work in progress.

6.4 Upon termination of this Agreement for events or reasons not the fault of Engineer, Engineer shall be paid at the rates specified in Appendix **B** for all services rendered and reasonable costs incurred to date of termination; together with any reasonable costs incurred within ten (10) days of termination provided such latter costs could not be avoided or were incurred in mitigating loss or expenses to Engineer or Owner. In no event shall payment to Engineer upon termination exceed the maximum compensation provided for complete performance in Section 5.1.

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

6.6 Engineer's professional responsibility for its completed work and services shall survive any termination.

SECTION 7. GENERAL PROVISIONS.

7.1 (a) Ownership of Documents. All designs, drawings, specifications, technical data, and other documents or instruments procured or produced by the Engineer in the performance of this Agreement shall be the sole property of the Owner and the Owner is vested with all rights therein of whatever kind and however created, whether created by common law, statutory law, or by equity. The Engineer agrees

that the Owner shall have access at all reasonable times to inspect and make copies of all notes, designs, drawings, specifications, and all other technical data pertaining to the work to be performed under this Agreement.

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

7.2 Insurance and Indemnity.

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

(b) The minimum insurance coverage which Engineer shall obtain and keep in force is as follows:

(i) Workers' Compensation Insurance complying with statutory requirements in Colorado and in any other state or states where the work is performed.

(ii) Comprehensive General and Automobile Liability Insurance with limits not less than One Million Dollars ($1,000,000.00) per person and occurrence for personal injury, including but not limited to death and bodily injury, One Million Dollars ($1,000,000.00) per occurrence for property damage, and One Million and No/100 Dollars ($1,000,000.00) for excess umbrella liability.

(iii) Professional Liability Insurance in amounts and form acceptable to Owner, and with a deductible not exceeding $50,000.00.

(c) Engineer agrees to hold harmless, defend, and indemnify Owner from and against any liability to third parties, arising out of negligent acts, errors, or omissions of Engineer, his employees, subcontractors and consultants. Engineer agrees to hold harmless, defend, and indemnify Owner from and against any liability to subcontractors and consultants, arising out of negligent acts, errors or omissions of Engineer and his employees, including claims of nonpayment. Nothing in this Agreement is intended, nor should it be construed, to create any rights, claims, or benefits or assume any liability for or on behalf of any third party, or to waive any immunities or limitations conferred under federal or state law, including but not limited to the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S.

7.3 Notices. Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either the Owner or the Engineer by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service when deposited in the United States mail, first-class postage prepaid, addressed to the Owner, Attention: Greg Pedroza, Director of Aviation, Pueblo Memorial Airport, 31201 Bryan Circle, Pueblo, Colorado, or to the Engineer at 7878 N. 16th Street, Suite 300, Phoenix, Arizona, 85020. Either party may change his address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

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

7.5 Successors and Assigns. This Agreement shall be binding on the parties hereto and on their partners, heirs, executors, administrators, successors, and assigns; provided, however, that neither this Agreement, nor any part thereof, nor any moneys due or to become due hereunder to the Engineer may be assigned by him without the written consent of the Owner.

7.6 Amendments. No amendment to this Agreement shall be made nor be enforceable unless made by written Amendment signed by an authorized representative of Engineer and Owner.

7.7 Choice of Law and Venue. This Agreement shall be governed and interpreted in accordance with 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.

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

7.9 Severability. If any provision of this Agreement, except for Section 2.7, is determined to be directly contrary to and prohibited by law or the requirements of any federal grant or other Project funding source, then such provision shall be deemed void and the remainder of the Agreement enforced. However, it is the intent of the parties that Section 2.7 of this Agreement not be severable, and that if any provision of said section be determined to be contrary to law or the terms of any federal grant, then this entire Agreement shall be void.

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

7.11 Additional Requirements on Federally Funded Contracts. If any of the work to be performed by Engineer under this Agreement is funded in whole or in part with federal funds, then this Agreement shall be construed to include all applicable terms required by the federal assistance agreement and integrated federal regulations. By executing this Agreement, Engineer agrees to be bound by all such mandatory federal requirements, irrespective of Engineer's actual knowledge or lack of knowledge of such requirements prior to execution of this Agreement.

7.12 Access to Property Not Under Owner's Control. Engineer acknowledges that the Project may require access to property not under the control of Owner at the time of execution of this Agreement. Engineer and Engineer's employees and consultants shall, at Engineer's expense, obtain all additional necessary approvals and clearances required for access to such property. Owner shall assist Engineer in obtaining access to such property at reasonable times but make no warranty or representation whatsoever regarding access to such property. Engineer understands and agrees that entry to properties not under

Owner's control may require Engineer to comply with the terms of separate access agreements to be negotiated hereafter with owners of such property.

SECTION 8. DISPUTES.

8.1 Any dispute or disagreement between Engineer and Owner arising from or relating to this Agreement or Engineer's services or right to payment hereunder shall be determined and decided by the Owner's Director of Aviation whose written decision shall be final and binding unless judicial review is sought in a Colorado Court of competent jurisdiction pursuant to Rule 106, C.R.C.P.

8.2 Pending resolution of any dispute or disagreement, or judicial review, Engineer shall proceed diligently with performance of his work under this Agreement.

SECTION 9. APPENDICES.

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

Appendix **A** - "Scope of Services" consisting of 5 pages.

Appendix **B** - "Fee Schedule" consisting of 1 page.

Appendix **C** - "Identification of Personnel, Subcontractors and Task Responsibility" Consisting of 1 page.

SECTION 10. ACCESSIBILITY.

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

SECTION 11. COMPLIANCE WITH IMMIGRATION REFORM AND CONTROL ACT OF 1986.

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

SECTION 12. PERA LIABILITY

The Engineer shall reimburse the Owner 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 Owner under this Agreement. Engineer has submitted to Owner a completed form listing any PERA retirees employed by Engineer and shall update said form with Owner at any time a PERA retiree is hired by Engineer.

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

CITY OF PUEBLO, A MUNICIPAL CORPORATION

By:_____
Heather Graham, Mayor

Attest:_____
City Clerk

[S E A L]

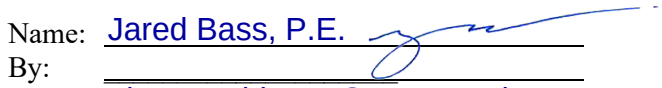
BALANCE OF APPROPRIATION EXISTS FOR THIS CONTRACT AND FUNDS ARE AVAILABLE.

_____
Director of Finance

APPROVED AS TO FORM:

_____
City Attorney

DIBBLE AND ASSOCIATES CONSULTING ENGINEERS, INC.

Name: Jared Bass, P.E.
By: 
Title: Vice President - Group Leader

SCOPE OF WORK
Pueblo Memorial Airport
Terminal Remodel and Expansion

APPENDIX A – SCOPE OF WORK

Introduction

Dibble (Engineer) has been requested by the Pueblo Memorial Airport (PUB or Airport) to provide design and bid phase services for the *Terminal Remodel and Expansion* project at the Pueblo Memorial Airport (PUB or Airport). This project includes interior remodeling of the existing terminal and expansion of the existing secure hold room. Dibble, as the prime consultant, will lead this project and be responsible for the civil elements. Dibble has partnered with CSHQA to provide the other required services such as architectural, mechanical, electrical, plumbing, structural, etc. Please refer to CSHQA's proposal for further information.

This project includes four primary areas of work. The Base Scope of Work includes expanding the passenger hold room, including male and female single user restrooms, vending machine area, modernizing lighting and finishers in the existing passenger screening checkpoint and queuing area and installing a fire sprinkler system throughout the entire building.

The project also includes three alternate scopes of work that will be included in order of priority if bids align with the approved budget. Alternate Scope of Work (1) includes upgrading the existing public restrooms in the main terminal lobby, including accessibility upgrades and modernizing lighting, fixtures, and finishes. Alternate Scope of Work (2) includes modernizing the front facade of the terminal building at the curb front with new design, finishes, storefront windows, doors, signage, and sidewalk roof canopy. Civil upgrades to the terminal curb front include sidewalk, roadway grading, drainage, and pavement. Alternate Scope of Work (3) includes upgrades of the main terminal lobby, including modernizing finishes and lighting in coordination with other adjacent upgrades.

The Dibble Team will also assist the Airport in submitting the project files through the City Public Works Department, City Fire Department, and the Southern CO Building Department in preparation for construction permitting.

This project was originally designed in 2022 (up to 95%) with the hopes of receiving federal funds (FAA). However, federal funds have not been received to date therefore, the City of Pueblo has decided to use local Economic Development Funds for this project. The total funds available for the entire project, (engineering, permitting, and construction), are approximately $5.0M, with $4.2M allocated specifically for construction. The following is an outline of the estimated combined project costs in November 2024:

- Base Bid:
  - Construction Costs (2025) = $2,926,559
  - Permitting Fees (2025) = $15,000
  - Re-Design, Permitting, Bid Phase and Construction Phase Services = $800,000
  - Total (2025) = $3,741,559
- Alternate No. 1 (Upgrade Restrooms) = $264,308
- Alternate No. 1 (Modernize Fron Facade) = $654,479
- Alternate No. 1 (Modernize Finishes) = $233,896
- Combined Total (2024-2025) = $4,894,242
- Escalation (2026-2027) = $418,122

- **Projected Combined Total (2026-2027) = $5,312,364**

The City of Pueblo has contacted a separate company (CMTA) to provide design and construction phase services for electrical/energy performance upgrades across various City Facilities, including the Airport. The Dibble Team will assist CMT by providing our design files (plans and material specifications) so that they can coordinate their plans with ours. Our plans are limited to certain electrical upgrades (i.e. lighting), where CMA's plans will complete the remaining portions of the building not covered by the Dibble Team. These limits will be identified on both Dibble and CMTA plans to eliminate redundancy in work and cost.

This proposal is based on the following:

- Contracting with City of Pueblo/PUB: February – March 2026
- Final Design Phase: April – May 2026
- City and Southern CO Building Department Review and Coordination: May – July 2026
- Bid Phase Services: July – August 2026
- Contracting with the Selected Contractor and Receipt of Permit: August – October 2026

The following Dibble staff are expected to be on this project:

- Project Principal (also Quality Manager) – Jared Bass
- Senior Project Manager – John Cessar
- Senior Engineer – Mario Maraccini
- Project Engineers – Nora Sami and Micheal Swearingen
- Senior Designer – Travis Woodman
- Engineering Technicians – Jim Hodge and Kurt Dalton
- Administration – Emily Grubb

Design Phase Services (Lump Sum)

1) General Project Management Tasks:

a) Project Management and Administration: provide project management and coordination of the design team and provide coordination between design team members, the Airport, and other interested stakeholders, including the City. Administration tasks such as file coordination and miscellaneous project communications throughout the course of the design phase and project printing and packaging at each submittal level will also be included under this task.

b) Project Meetings: the following are anticipated meetings throughout the Design phase and Bid Phases. It is anticipated that the Sr. Project Manager, Sr. Engineer, Project Engineer, and one Engineering Technician will attend the meeting (either in person or virtually).

i. Design Kick-Off Meeting: this meeting will include the discussion of the scope of work, design schedule, design budget, and critical design elements that require coordination with various airport stakeholders. Discussion on site visits and plan reviews with City and PUB staff will also occur.

ii. 100% Design Submittal Review Meeting: this meeting will be held with PUB, City, and Dibble Team members to review the final design files and the next critical steps to move into the Permit Review and Bid Phases.

c) Utility Coordination: Dibble will coordinate the Utility Review process with the City and other known utility providers at the City and Airport. Any information relevant to the project will be incorporated into the project files. The contractor will still be required to follow all state and local requirements in utility locating prior to construction. If necessary, a utility locating and potholing allowance has been included to cover costs of finding utilities within the project site.

2) 100% Progress Submittal:

a) 100% Design Plans: Update the current set of plans to 100% and in accordance with the most recent standards and regulations, as applicable. The 100% plans shall include the following:

- General Construction Notes and Quantities
- Design Legend, Abbreviations and Sheet Index
- Survey Control Sheet (establishment of survey control)
- Project Site Plan
- Contractor Staging and Storage Area and Contractor's Haul Route
- Demolition Site Plan
- Site Development Plan
- Grading and Drainage Plan
- Miscellaneous Details
- Utilities Plan (Fire Line)
- Utilities Details
- Geotechnical Boring Plan and Boring Logs

Estimated Total Sheet Count = 12 Sheets

b) Final Drainage Memo
Revisit the preliminary drainage memo and update the information to reflect current standards. The memo will also be revised to be consistent with current local requirements and to be consistent with the final design. Specific tasks are expected to include:

- Runoff and surface routing calculations to confirm that there is no existing flood risk to the proposed terminal building expansion from surface runoff during up to the 100-year storm event.
- Assessment of exiting capacity of the storm drain system immediately north of the proposed terminal building, to which proposed roof drains will connect. Assessment will extend only to a point approximately 150 feet downstream (south) of the terminal building at which point the hydraulic grade line will be assumed to be at the existing crown of pipe elevation.

c) Final Engineer's Design Memo: the Engineer's Design Memo shall provide design criteria and standards used in developing the construction documents (i.e. plans and technical specifications). The memo shall cover the following:
- Project Scope of Work
- Design Standards
- Environmental Approval From FAA
- FAA Airspace Submittal (7460-1)
- Geotechnical Investigations and Recommendations
- Drainage Analysis
- Pavement Design
- Utilities
- Construction Safety and Phasing
- Engineer's Cost Estimate (i.e. Total Project and Construction Cost)
- Photographs of the Project Site

d) Final Contract Documents and Technical Specifications: the Contract Documents and Technical Specifications will be developed in accordance with State and Local regulations and standards, (i.e. CDOT, City of Pueblo Public Works, Pueblo Board of water works). The Contract Documents will be developed in the City's Online Portal OpenGov. State and Local standards and specifications will be used to develop General Technical Provisions as an appendix to the City's standard front ends. The following materials will be included:
- Mobilization
- Removal and Preparation of Existing Pavement
- Clearing and Grubbing
- Excavation, Subgrade Preparation, and Earthwork Compaction
- Crushed Aggregate Base Course
- Asphalt Mix Pavement
- Emulsified Asphalt Tack Coat

- Portland Cement Concrete Pavement
- Joint Sealant for Concrete Pavement
- Drainage Utilities
- Seeding and Mulching

e) 100% Quantities and Engineer's OPCC: based on the 100% construction plans and technical specifications, the Dibble Team will develop a 100% Opinion of Probable Construction Cost (OPCC). The unit pricing for each line item will be based on recent bid tabulations from comparative projects, locations, materials, and quantities available at that time. The construction costs will also consider estimated escalation for construction in 2026-2027.

f) FAA 7460-1 Construction Site Plan: Dibble will develop this plan exhibit that will include the construction project limits, FAA Part 77 surface contours, Construction Staging and Storage Area, Construction Haul Routes, surface grade elevations, construction activity/equipment heights, and data tables with the Latitude and Longitude locations of the critical construction activity locations. This exhibit will be submitted to FAA for review and approval.

This exhibit will be submitted to the FAA for review and any comments received by the FAA will be addressed. Once finalized, the Engineer will submit the exhibit on the FAA airspace review website, *Obstruction Evaluation and Airport Airspace Analysis* (OE/AAA).

g) 100% Internal QA/QC Project Review: in addition to the continual quality assurance reviews performed by senior practice staff, Dibble will perform additional quality control reviews prior to each submittal utilizing standardized checking processes by a Senior QC Manager.

h) 100% Plan-In-Hand Site Visit: perform a plans-in-hand site visit to visually compare the plans to existing field conditions. Design elements will be reviewed and/or confirmed in the field such project limits and crack fill quantities. Inconsistencies found during the field investigations (if any) will be corrected on the construction documents. It is anticipated that the Sr. Project Manager and Sr. Project Engineer will provide a 1-day site visit.

Owner Review and Permitting Services (Lump Sum)

3) Permitting:

a) Permit Applications: Dibble will assist CSHQA to prepare and submit the various Permit Review Applications for the City of Pueblo Public Works, Fire, and the Southern CO Building Department.

b) Plan and Review Management and Coordination: Dibble will assist CSHQA in the plan submittal, review, and response coordination.

c) Resubmittal to Owner for Review: Dibble will respond up to two rounds of review comments and resubmittal.

Bid Phase Services (Lump Sum)

4) Bid Phase Services:

a) Bid Phase Management and Administration: provide project management and coordination of the design team and the PUB and City during the 1-month bidding phase.

b) Pre-Bid Meeting and Site Visit: Dibble will attend the pre-bid meeting and assist PUB and the City in conducting the meeting. Dibble, upon the direction of the Airport, will provide a brief overview of the project and contract components, identifying important elements within the documents that the Contractors should be particularly familiar with prior to submitting a bid. Dibble will also assist the

Airport in developing and submitting the pre-bid meeting minutes to all plan holders. Dibble will also assist the Airport with the airfield site visit for all interested parties.

c) Bid Addenda: pending contractors' reviews, comments, and questions, Dibble will assist the Airport in developing, issuing any necessary addenda, and notifying all planholders/bidders. Addenda may include revision to construction documents (i.e. plans and technical specifications). It is anticipated that a maximum of two (2) addenda will be issued for this project.

d) Contractor Questions: Dibble will coordinate, address, and appropriately respond to all contractor communications and questions during the bidding process. Responses will be submitted through addenda as needed. All communication will comply with the Airport regulations and requirements.

e) Bid Opening Meeting: Dibble will attend the bid opening meeting virtually to assist the Airport in reviewing and organizing the bidding documents from each contractor.

f) Bid Tabulation and Letter of Recommendation of Award: Dibble will evaluate each bid submitted for mathematical/calculative errors and for comparative purposes against the Engineer's OPCC and other bids submitted. The Engineer will provide a bid summary letter stating all inconsistencies and results and a recommendation for the lowest responsible, responsive bidder. Dibble will further assist the Airport with review of the bidder's compliance with the other required contract documents included in the bidding documents.

5) Miscellaneous and Assumptions:

a) All plans are to be prepared in AutoCAD Civil 3D 2025.

b) This proposal has been prepared to reflect the effort to produce plans and specifications for a single bid package, (i.e. no alternatives).

c) Direct costs including Lodging, Meals, and Mileage will be anticipated for each day on site. All applicable 2026 federal per diems, mileage rates, etc. will be applied.

d) The following number of trips by the Sr. Project Manager and Project Engineer are anticipated for the Design and Bid Phases to cover the on-site meetings identified in this scope:

1. Design Phase – 2 Trips:
    i. Project Kick-Off Meeting
    ii. 100% Final Site Visit and Plan Review
2. Bid Phase – 1 Trip
    i. Pre-Bid Meeting

6) Exclusions To This Scope of Work:

a) Landscape, Irrigation, and Environmental Design Services (including CATEX development).

b) Structural Engineering, Mechanical, or Architectural Design Services provided by CSHQA.

c) Airfield Electrical (lighting and signage).

d) Revisions to the most current offsite watershed hydrology model(s).

e) FEMA Letters of Map Revision.

f) Construction Permit-Ready Storm Water Pollution Prevention Plans (SWPPP).

g) Construction Safety and Phasing Plan.

h) FAA AGIS and ALP Update services.

i) Running the Safety Risk Management Meeting (SRM) or developing the SRM report.

j) Signage and Marking Plan Update.

APPENDIX B – FEE SCHEDULE

Please see Fee Schedule below:

Summary			Dibble	Subs
A. Design, Permitting, and Bid Phase Services				
	Fee	**Type**		
1 Dibble (Civil)	$95,845.22	Lump Sum	$95,845.22	
2 CSHQA (Architect)	$149,893.00	Lump Sum		$149,893.00
3 Utility Investigations and Locating	$15,000.00	Lump Sum		$15,000.00
Design and Bid Phase Subtotal	$260,738.22		$95,845.22	$164,893.00

	TOTAL	**Dibble**	**Subconsultants**
Total	***$260,738.22***	***$95,845.22***	***$164,893.00***

Pueblo Memorial Airport
Terminal Remodel and Expansion
Final Design and Bid Phase Services

APPENDIX C – IDENTIFICATION OF PERSONNEL AND TASK RESPONSIBILITY

Dibble (Prime Consultant):

Contact Information:

Jared Bass, P.E.
O: 303.872.5756
Jared.Bass@dibblecorp.com

Task/Responsibility:

- Principal Engineer – Vice President
- Construction Manager - Civil
- Overall Project and Contract Management
- Team Coordination during the Construction Phase (Airport, FAA, Contractor)

CSHQA (Subconsultant):

Contact Information:

Martin Hale, AIA
C: 208.869.3324
martin.hahle@cshqa.com

Task/Responsibility:

- Lead Architect
- Construction Manager – Architectural, Mechanical, Electrical, Plumbing, Structural

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: March 9, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Barb Huber, Fire Chief

SUBJECT: AN ORDINANCE AMENDING CHAPTER 11, TITLE IV OF THE PUEBLO MUNICIPAL CODE; ADOPTING BY REFERENCE THE 2025 COLORADO WILDFIRE RESILIENCY CODE; AND SETTING FORTH AMENDMENTS THERETO

SUMMARY:

This Ordinance will amend Chapter 11, Title IV of the Pueblo Municipal Code by adopting by reference the 2025 Colorado Wildfire Resiliency Code.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

The Colorado General Assembly determined that the unrestricted use of property in wildland-urban interface areas is a potential threat to life and property from fire and resulting erosion. On July 1, 2025, the Wildfire Resiliency Code Board ("Board") created in Colorado Revised Statutes 24-33.5-1236(2), within the Division of Fire Prevention and Control in the Colorado Department of Public Safety, adopted the 2025 Colorado Wildfire Resiliency Code ("CWRC") at 8 Code of Regulations Colorado 1507-39(3). The CWRC establishes minimum regulations to safeguard life and property from intrusion of fire from wildland fire exposures and fire exposures from adjacent structures and to provide adequate fire protection facilities to control the spread of fire in wildland-urban interface areas. Colorado Revised Statutes Section 24-33.5-1237(2)(a), as amended by Colorado Senate Bill 25-142, requires any governing body with jurisdiction in an area within the wildland-urban interface that has authority to adopt building codes to adopt a code that meets or exceeds the minimum standards set forth in the CWRC within nine months of its adoption by the Board. The City of Pueblo has jurisdiction in an area within the wildland-urban interface and has authority to adopt building codes; therefore, the City is required to adopt a code meeting or exceeding the standards set forth in the CWRC.

FINANCIAL IMPLICATIONS:

Not applicable to this ordinance.

BOARD/COMMISSION RECOMMENDATION:

Adoption of the CWRC is recommended by the Southern Colorado Building Department.

STAKEHOLDER PROCESS:

Not Applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the City of Pueblo will be required to create a code that meets or exceeds the minimum standards set forth in the CWRC.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. 2025 Colorado Wildfire Resiliency Code
2. Wildland Interface Map 2026

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 11, TITLE IV OF THE PUEBLO MUNICIPAL CODE; ADOPTING BY REFERENCE THE 2025 COLORADO WILDFIRE RESILIENCY CODE; AND SETTING FORTH AMENDMENTS THERETO

WHEREAS, the Chief Building Official of the Southern Colorado Building Department ("SCBD"), has recommended that the City Council adopt the 2025 Colorado Wildfire Resiliency Code (the "Wildfire Resiliency Code"); and

WHEREAS, the City Council finds and determines that the adoption of the Wildfire Resiliency Code, as amended and as provided for herein, shall enhance, protect, and otherwise further the public health, safety, and welfare of the residents of Pueblo. NOW, THEREFORE,

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

SECTION 1.

Pursuant Colo. Rev. Stat. § 31-16-201, *et seq.*, the Wildfire Resiliency Code is hereby adopted, as amended herein, by reference and shall be effective as stated herein below. A copy of the Wildfire Resiliency Code adopted herein is now filed in the office of the City Clerk and may be inspected during regular business hours.

SECTION 2.

Chapter 11 of Title IV is hereby amended as follows **[**brackets indicate language deleted**]** underline indicates language added:

[CHAPTER 11 – Reserved**]**

Chapter 11 - Colorado Wildfire Resiliency Code

Section 4-11-1 – Adoption by Reference.

The latest version of the "2025 Colorado Wildfire Resiliency Code," and any subsequent edition of the 2025 Colorado Wildfire Resiliency Code which may be adopted by the City Council of the City of Pueblo, published by the Colorado Wildfire Resiliency Code Board, is hereby adopted as the Colorado Wildfire Resiliency Code.

Section 4-11-2 – Non-liability.

The adoption of the Colorado Wildfire Resiliency Code by this Chapter shall not impose any duty upon any person, firm, corporation, or other entity with regard to the enforcement or nonenforcement of this Ordinance or said code. No person, firm, corporation, or other entity shall have any private right of action, claim, or civil liability remedy against the City of Pueblo or their officers, employees or agents, for any damage arising out of or in any way connected with the adoption, enforcement, or nonenforcement of this Ordinance or said code. Nothing in the Ordinance or in said code shall be construed to create any liability, or to waive any of the immunities, limitations on liability, or other provisions of the Governmental Immunity Act, Section 24-10-101, C.R.S. *et seq.,* or to waive any immunities or limitation on liability otherwise available to the City of Pueblo or their officers, employees or agents.

Section 4-11-3 – Copy of code on file.

The office of the Southern Colorado Building Department shall maintain at least one copy of the Colorado Wildfire Resiliency Code on file.

Section 4-11-4 – Amendments to the Colorado Wildfire Resiliency Code.

1. Section 101.1 of the 2025 Colorado Wildfire Resiliency Code is hereby amended as follows:

101.1 Title. These regulations shall be known as the Colorado Wildfire Resiliency Code as adopted by the City of Pueblo, hereinafter referred to as "this code."

2. Section 103.1 of the 2025 Colorado Wildfire Resiliency Code is hereby amended as follows:

103.1 Creation of agency. The Southern Colorado Building Department is hereby created and the official in charge thereof shall be known as the *code official*. The function of the agency shall be the implementation, administration and enforcement of the provisions of this code.

SECTION 3.

A public hearing to consider the adoption of the 2025 Colorado Wildfire Resiliency Code, as amended, shall be held in the Council Chambers, 1 City Hall Place, Third Floor, Pueblo, Colorado at 5:30 p.m. on March 23, 2026. The City Clerk is directed to publish notice of such hearing pursuant to Colo. Rev. Stat. § 31-16-203.

SECTION 4.

The adoption of this Ordinance and the Colorado Wildfire Resiliency Code shall not impose any duty upon any person, firm, corporation, or other entity with regard to the enforcement or nonenforcement of this Ordinance or said code. No person, firm, corporation, or other entity shall have any private right of action, claim, or civil liability remedy against the City of Pueblo or their officers, employees or agents, for any damage arising out of or in any way connected with the adoption, enforcement, or nonenforcement of this Ordinance or said code. Nothing in the Ordinance or in said code shall be construed to create any liability, or to waive any of the immunities, limitations on liability, or other provisions of the Governmental Immunity Act, § 24-10-101, C.R.S. *et seq.,* or to waive any immunities or limitation on liability otherwise available to the City of Pueblo or their officers, employees or agents.

SECTION 5.

If any part, section, subsection, sentence, clause or phrase of this Ordinance or the adopted Colorado Wildfire Resiliency Cody is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance or of the Colorado Wildfire Resiliency Code.

SECTION 6.

The Council finds and declares that a certified true copy of the 2025 Colorado Wildfire Resiliency Code has been on file in the office of the City Clerk of the City of Pueblo for not less than 15 days preceding the public hearing referred to in Section 3 of this Ordinance, and shall remain in said office for public inspection. After adoption of this Ordinance, a copy of the Colorado Wildfire Resiliency Code shall be kept in the office of the Southern Colorado Building

Department, located at 830 N Main St, Pueblo, CO 81003. Copies of the Colorado Wildfire Resiliency Code shall be available through the Chief Building Official of the Southern Colorado Building Department.

SECTION 7.

As required by C.R.S. § 31-16-203, the City Council scheduled a public hearing at the first reading of the Ordinance on March 9, 2026, at 5:30 PM and held the public hearing on March 23, 2026, at 5:30 PM, to receive public comment on this Ordinance before final adoption.

SECTION 8.

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

SECTION 9.

This Ordinance shall become effective 30 days after final passage and approval.

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____
_____
_____
_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

COLORADO
Wildfire
Resiliency
Code Board

2025

Colorado Wildfire Resiliency Code

01 June 2025

COLORADO
Department of Public Safety

COLORADO
Division of Fire
Prevention & Control
Department of Public Safety

CWRC Version 1.0

–THIS PAGE INTENTIONALLY LEFT BLANK–

Attributions

ATTRIBUTIONS

ALL RIGHTS RESERVED. This material contains significant portions from the 2024 International Wildland Interface Code ("2024 IWUIC"), which is a registered copyrighted work owned by the International Code Council, Inc. (the "ICC"). The 2024 IWUIC, and any and all portions thereof, have been obtained and reproduced herein with permission. The "International Code Council", "International Wildland Interface Code", the acronyms "ICC" and "IWUIC", and the ICC logogram are registered trademarks and service marks of ICC. Use of these marks or the 2024 IWUIC without advance written permission from the ICC is prohibited.

Table of Contents

Chapter 1 - Scope and Administration. 5
PART 1 GENERAL PROVISIONS. 5
SECTION 101 SCOPE AND GENERAL REQUIREMENTS. 5
SECTION 102—APPLICABILITY. 7
PART 2—ADMINISTRATION AND ENFORCEMENT 9
SECTION 103—CODE COMPLIANCE AGENCY. 9
SECTION 104—DUTIES AND POWERS OF THE CODE OFFICIAL. 9
SECTION 105—TEMPORARY USES, EQUIPMENT AND SYSTEMS. 13
SECTION 106—FEES. 14
SECTION 107—STOP WORK ORDER. 14
Chapter 2 - Definitions. 15
SECTION 201 GENERAL. 15
SECTION 202 DEFINITIONS. 15
Chapter 3 - Wildfire Hazard Identification. 19
SECTION 301 GENERAL. 19
SECTION 302 WILDLAND-URBAN INTERFACE AREA DESIGNATIONS. 19
SECTION 303 MAPPING AND APPLICABILITY. 19
SECTION 304 GROUND-TRUTHING. 21
Chapter 4- Structure Hardening. 23
SECTION 401 GENERAL. 23
SECTION 402 BUILDING MATERIAL. 23
SECTION 403 CLASS 1 STRUCTURE HARDENING. 25
SECTION 404 CLASS 2 STRUCTURE HARDENING. 26
Chapter 5- Site and Area Requirements. 29
SECTION 501 GENERAL. 29
SECTION 502 CLASS 1 REQUIREMENTS. 29
SECTION 503 CLASS 2 REQUIREMENTS. 30
Appendix A: PERMITS. 33
Appendix B: CONSTRUCTION DOCUMENTS. 36
Appendix C: INSPECTION AND ENFORCEMENT. 38

–THIS PAGE INTENTIONALLY LEFT BLANK–

Chapter 1 - Scope and Administration

PART 1 GENERAL PROVISIONS

SECTION 101 SCOPE AND GENERAL REQUIREMENTS

101.1 Title. These regulations shall be known as the Colorado Wildfire Resiliency Code as adopted by the City of Pueblo, hereinafter referred to as "this code."

101.2 Scope. The provisions of this code shall apply to the construction, alteration, movement, repair, maintenance and use of any building, structure or premises that contain *occupiable* and/or *habitable space*, or change in use resulting in an occupiable and/or habitable space, unless excepted, within the *wildland-urban interface* areas of Colorado, as designated in this code.

Buildings or conditions in existence at the time of the adoption of this code are allowed to have their use or occupancy continued, if such condition, use or occupancy was legal at the time of the adoption of this code, provided that such continued use does not constitute a distinct danger to life or property.

Buildings or structures moved into or within the jurisdiction shall comply with the provisions of this code for new buildings or structures.

101.2.1 Appendices. Provisions in the appendices shall not apply unless specifically adopted.

101.2.2 Factory-Built Structures (nonresidential, residential, and tiny homes). Structure hardening provisions of this code for factory-built structures as defined by sections 24-32-3302(9), (10), (11), and (35), C.R.S., are in accordance with Rules adopted by the Division of Housing in 8 CCR 1302-1, Rule 2 Codes and Standards.

101.2.3 HUD Code Homes. Homes built to the HUD Manufactured Home Construction and Safety Standards are exempt from structure hardening requirements on their first installation. Homes built to the HUD Manufactured Home Construction and Safety Standards which are moved into an applicable Wildfire Resiliency code area are subject to the provisions of this code as required by the authority having jurisdiction.

101.3 Purpose. The purpose of this code is to establish minimum regulations for the safeguarding of life and for property protection. Regulations in this code are intended to mitigate the risk to life and structures from intrusion of fire from wildland fire exposures and fire exposures from adjacent structures and to mitigate structure fires from spreading to wildland fuels. The extent of this regulation is intended to be tiered commensurate with the relative level of hazard present.

The unrestricted use of property in *wildland-urban interface* areas is a potential threat to life and property from fire and resulting erosion. Safeguards to prevent the occurrence of fires and to

provide adequate fire protection facilities to control the spread of fire in *wildland-urban interface* areas shall be in accordance with this code.

This code shall supplement the jurisdiction's building and fire codes, if such codes have been adopted, to provide for special regulations to mitigate the fire- and life-safety hazards of the *wildland-urban interface* areas.

101.4 Retroactivity. The provisions of the code shall apply to conditions arising after the adoption thereof, conditions not legally in existence at the adoption of this code and conditions that, in the opinion of the *code official*, constitute a distinct hazard to life or property.

> **Exception:** Provisions of this code that specifically apply to existing conditions are retroactive.

101.5 Additions or alterations. Additions or alterations shall be permitted to be made to any building or structure without requiring the existing building or structure to comply with all of the requirements of this code, provided that, when the work increases the footprint of the existing structure by 500 square feet or greater, the addition or alteration conforms to that required for a new building or structure.

> **Exception:** Provisions of this code that specifically apply to existing conditions are retroactive.

Additions or alterations shall not be made to an existing building or structure that will cause the existing building or structure to be in violation of any of the provisions of this code nor shall such additions or alterations cause the existing building or structure to become unsafe. An unsafe condition shall be deemed to have been created if an addition or alteration will cause the existing building or structure to become structurally unsafe or overloaded; will not provide adequate access in compliance with the provisions of this code or will obstruct existing exits or access; will create a fire hazard; will reduce required fire resistance or will otherwise create conditions dangerous to human life.

101.6 Roof coverings. The *roof covering* on buildings or structures in existence prior to adoption of this code that are replaced or have 25 percent or more of the surface area of the roof replaced, or where work to reconstruct, alter, or repair the *roof covering* effectively replaces such material, shall require the entirety of the *roof covering* to be replaced with a *roof covering* required for new construction specified in Sections 403.2 through 403.2.2.

> **Exception:** Existing *roof coverings* that are compliant with Section 403.2.

101.7 Exterior walls. The exterior walls of building or structures in existence prior to adoption of this code where 25 percent or more of the total exterior wall surface area is replaced, or where work to reconstruct, alter or repair the exterior walls effectively replaces the exterior wall material, shall require the entirety of the exterior wall surface area, including attachments, to be replaced with materials required for new construction specified in Section 404.3 through 404.3.2

and the immediate zone within 5 feet of the structure shall be made to comply with Section 503.1.

Exception: Existing exterior walls that are compliant with Section 404.3.

101.8 Maintenance. Buildings, structures, landscape materials, vegetation, *defensible space* or other devices or safeguards required by this code shall be maintained in conformance to the code edition under which installed. The owner or the owner's authorized agent shall be responsible for the maintenance of buildings, structures, landscape materials and vegetation.

SECTION 102—APPLICABILITY

102.1 General. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall govern. Where, in any specific case, different sections of this code, or any other adopted code, specify different materials, methods of construction or other requirements, the most restrictive shall govern.

102.2 Other laws. The provisions of this code shall not be deemed to nullify any provisions of local, state or federal law.

102.3 Application of references. References to chapter or section numbers, or to provisions not specifically identified by number, shall be construed to refer to such chapter, section or provision of this code.

102.4 Referenced codes and standards. The codes and standards referenced in this code are listed throughout this code. Such codes and standards shall be considered as part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Sections 102.4.1 and 102.4.2.

102.4.1 Conflicts. Where conflicts occur between provisions of this code and the referenced codes and standards, the provisions of this code shall govern.

102.4.2 Provisions in referenced codes and standards. Where the extent of the reference to a referenced code or standard includes subject matter that is within the scope of this code, the provisions of this code, as applicable, shall take precedence over the provisions in the referenced standard.

102.5 Subjects not regulated by this code. Where applicable standards or requirements are not set forth in this code, or are contained within other laws, codes, regulations, ordinances or policies adopted by the authority having jurisdiction, compliance with applicable standards of other nationally recognized safety standards, as *approved*, shall be deemed as prima facie evidence of compliance with the intent of this code. Nothing herein shall derogate from the authority of the *code official* to determine compliance with codes or standards for those activities or installations within the code official's jurisdiction or responsibility.

102.6 Matters not provided for. Requirements that are essential for the public safety of an existing or proposed activity, building or structure, or for the safety of the occupants thereof,

which are not specifically provided for by this code, shall be determined by the *code official* consistent with the necessity to establish the minimum requirements to safeguard the public health, safety and general welfare.

102.7 Partial invalidity. In the event that any part or provision of this code is held to be illegal or void, this shall not have the effect of making void or illegal any of the other parts or provisions.

102.8 Existing conditions. The legal occupancy or use of any structure or condition existing on the date of adoption of this code shall be permitted to continue without change, except as is specifically covered in this code, the *International Fire Code* or the *International Property Maintenance Code*, or as is deemed necessary by the *code official* for the general safety and welfare of the occupants and the public.

102.9 Historic structures. A variance is authorized to be issued for the repair or rehabilitation of a historic structure or construction of a contributing structure upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure, and the variance is the minimum necessary to preserve the historic character and design of the structure, within the spirit of this code.

Exception: Within wildfire hazard areas, historic structures that do not meet one or more of the following designations:

1. Listed or preliminarily determined to be eligible for listing in the National Register of Historic Places.
2. Determined as contributing to the historical significance of a registered historic district or a district preliminarily determined to qualify as an historic district.
3. Designated as historic under a state or local historic preservation program.

102.9.1 Historic preservation exemption. The authority having jurisdiction may establish a historic preservation exemption or exemptions in their jurisdiction that consists of the spirit and intent of this code.

102.10 Work exempt from permit under this code. Exemptions from code requirements shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of the jurisdiction. Compliance with this code shall not be required for the following:

1. Interior alterations of existing structures.
2. Additions that do not increase the footprint of a structure by more than 500 square feet.
3. The reconstruction, replacement, alteration, or repair of the exterior walls of an existing building, when less than 25 percent of the surface area of all exterior walls is affected.
4. The reconstruction, replacement, alteration, or repair of the exterior *roof covering* of an existing building, when less than 25 percent of the surface area of the exterior *roof covering* or an attachment thereto is affected.

5. Alterations or repairs to the exterior of an existing structure, or an attachment to it, when less than twenty-five percent of the exterior of the structure is affected by the alteration or repair.
6. Painting, staining and similar maintenance or restorative work.
7. One-story detached accessory, nonhabitable structures, such as tool and storage sheds, playhouses and similar uses, provided that the floor area does not exceed 120 square feet and the structure is located greater than or equal to 10 feet from the nearest adjacent occupiable structure.
8. *Accessory structures* and buildings of an accessory character classified as Utility and Miscellaneous Group U (including Agricultural Structures) located more than 50 feet from a structure containing *occupiable* or *habitable space*.
9. Fences located more than 8 feet from a habitable structure.
10. Any thirty-five acre parcel with only one residential structure on it that does not abut a residential or commercial area.

PART 2—ADMINISTRATION AND ENFORCEMENT

SECTION 103—CODE COMPLIANCE AGENCY

103.1 Creation of agency. The Southern Colorado Building Department is hereby created and the official in charge thereof shall be known as the *code official*. The function of the agency shall be the implementation, administration and enforcement of the provisions of this code.

103.2 Appointment. The *code official* shall be appointed by the chief appointing authority of the jurisdiction.

103.3 Deputies. In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the appointing authority, the *code official* shall have the authority to appoint a deputy *code official*, other related technical officers, inspectors and other employees. Such employees shall have powers as delegated by the *code official*.

SECTION 104—DUTIES AND POWERS OF THE CODE OFFICIAL

104.1 Powers and duties of the code official. The *code official* is hereby authorized to enforce the provisions of this code.

104.2 Determination of compliance. The *code official* shall have the authority to determine compliance with this code, to render interpretations of this code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures:

1. Shall be in compliance with the intent and purpose of this code.
2. Shall not have the effect of waiving requirements specifically provided for in this code.

104.2.1 Technical assistance. To determine compliance with this code, the *code official* is authorized to require the owner, the owner's authorized agent or the person in possession or control of the building or premises to provide a technical opinion and report.

104.2.1.1 Costs. A technical opinion and report shall be provided without charge to the jurisdiction.

104.2.1.2 Preparer qualifications. The technical opinion and report shall be prepared by a qualified engineer, specialist, laboratory or fire safety specialty organization acceptable to the *code official*. The *code official* is authorized to require design submittals to be prepared by, and bear the stamp of, a registered design professional.

104.2.1.3 Content. The technical opinion and report shall analyze the properties of the design, operation or use of the building or premises, the facilities and appurtenances situated thereon and fuel management to identify and propose necessary recommendations.

104.2.1.4 Tests. Where there is insufficient evidence of compliance with the provisions of this code, the *code official* shall have the authority to require tests as evidence of compliance. Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized test standards, the *code official* shall approve the testing procedures. Such tests shall be performed by a party acceptable to the *code official*.

104.2.2 Alternative materials, design and methods. The provisions of this code are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by this code, provided that any such alternative has been *approved*.

104.2.2.1 Approval authority. An alternative material, design or method shall be *approved* where the *code official* finds that the proposed alternative is satisfactory and complies with Sections 104.2.2.2 through 104.2.2.7, as applicable.

104.2.2.2 Application and disposition. Where required, a request to use an alternative material, design or method of construction shall be submitted in writing to the *code official* for approval. Where the alternative material, design or method of construction is not approved, the *code official* shall respond in writing, stating the reasons the alternative was not approved.

104.2.2.3 Compliance with code intent. An alternative material, design or method of construction shall comply with the intent of the provisions of this code.

104.2.2.4 Equivalency criteria. An alternative material, design or method of construction shall, for the purpose intended, be not less than the equivalent of that prescribed in this code with respect to all of the following, as applicable:

1. Quality.
2. Strength.
3. Effectiveness.
4. Durability.
5. Safety, other than fire safety.
6. Fire safety.

104.2.2.5 Tests. Tests conducted to demonstrate equivalency in support of an alternative material, design or method of construction application shall be of a scale that is sufficient to predict performance of the end use configuration. Tests shall be performed by a party acceptable to the *code official.*

104.2.2.5.1 Fire tests. Tests conducted to demonstrate equivalent fire safety in support of an alternative material, design or method of construction application shall be of a scale that is sufficient to predict fire safety performance of the end use configuration. Tests shall be performed by a party acceptable to the *code official*.

104.2.2.6 Reports. Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in this code, shall comply with Sections 104.2.2.6.1 and 104.2.2.6.2.

104.2.2.6.1 Evaluation reports. Evaluation reports shall be issued by an *approved* agency and use of the evaluation report shall require approval by the *code official* for the installation. The alternate material, design or method of construction and product evaluated shall be within the scope of the *code official*'s recognition of the *approved* agency. Criteria used for the evaluation shall be identified within the report and, where required, provided to the *code official*.

104.2.2.6.2 Other reports. Reports not complying with Section 104.2.2.6.1 shall describe criteria, including but not limited to any referenced testing or analysis, used to determine compliance with code intent and justify code equivalence. The report shall be prepared by a qualified engineer, specialist, laboratory or fire safety specialty organization acceptable to the *code official*. The *code official* is authorized to require design submittals to be prepared by, and bear the stamp of, a registered design professional.

104.2.2.7 Peer review. The *code official* is authorized to require submittal of a peer review report in conjunction with a request to use an alternative material, design or

method of construction, prepared by a peer reviewer that is *approved* by the *code official*.

104.2.3 Modifications. Where there are practical difficulties involved in carrying out the provisions of this code, the *code official* shall have the authority to grant modifications for individual cases, provided that the *code official* shall first find that one or more special individual reasons make the strict letter of this code impractical, that the modification is in conformance with the intent and purpose of this code, and that such modification does not lessen health, life and fire safety requirements. The details of the written request and action granting modifications shall be recorded and entered into the files of the code enforcement agency.

104.3 Applications and permits. The *code official* is authorized to receive applications, review construction documents and issue permits for construction regulated by this code, issue permits for operations regulated by this code, inspect the premises for which such permits have been issued and enforce compliance with the provisions of this code.

104.4 Access to Property. For the purpose of inspecting and enforcing the provisions of this code and the terms and conditions of any permit issued under this code, the *code official* is authorized to enter upon private property at reasonable times and upon reasonable notice for the purpose of determining compliance with this code and to evaluate conditions relative to the permit application.

104.4.1 Authorization. The owner or occupant of the property having a permit under this code shall allow the *code official* access to the property to perform the required inspections. If access is denied, the *code official* shall apply to the Court with jurisdiction to seek authority to access the property.

104.5 Identification. The *code official* shall carry proper identification when inspecting structures or premises in the performance of duties under this code.

104.6 Notices and orders. The *code official* shall issue all necessary notices or orders to ensure compliance with this code.

104.7 Official records. The *code official* shall keep official records as required by Sections 104.7.1 through 104.7.5. Such official records shall be retained for not less than 5 years or for as long as the structure or activity to which such records relate remains in existence, unless otherwise provided by other regulations.

104.7.1 Approvals. A record of approvals shall be maintained by the *code official* and shall be available for public inspection during business hours in accordance with applicable laws.

104.7.2 Inspections. The *code official* shall keep a record of each inspection made, including notices and orders issued, showing the findings and disposition of each.

104.7.3 Code alternatives and modifications. Application for alternative materials, design and methods of construction and equipment in accordance with Section 104.2.2; modifications in accordance with Section 104.2.3; and documentation of the final decision of the *code official* for either shall be in writing and shall be retained in the official records.

104.7.4 Tests. The *code official* shall keep a record of tests conducted to comply with Sections 104.2.1.4 and 104.2.2.5.

104.7.5 Fees. The *code official* shall keep a record of fees collected and refunded in accordance with Section 106.

104.8 Liability. The *code official*, member of the board of appeals or employee charged with the enforcement of this code, while acting for the jurisdiction, in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered personally liable, either civilly or criminally, and is hereby relieved from all personal liability for any damage accruing to persons or property as a result of an act or by reason of any act or omission in the discharge of official duties.

104.8.1 Legal defense. Any suit or criminal complaint instituted against any officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code or other laws or ordinances implemented through the enforcement of this code shall be defended by legal representatives of the jurisdiction until final termination of the proceedings. The *code official* or any subordinate shall not be liable for costs in an action, suit or proceeding that is instituted in pursuance of the provisions of this code.

104.9 Approved materials and equipment. Materials, equipment and devices approved by the *code official* shall be constructed and installed in accordance with such approval.

104.9.1 Materials and equipment reuse. Materials, equipment and devices shall not be reused unless such elements are in good working order and *approved*.

104.10 Other agencies. When requested to do so by the *code official*, other officials of this jurisdiction shall assist and cooperate with the *code official* in the discharge of the duties required by this code.

SECTION 105—TEMPORARY USES, EQUIPMENT AND SYSTEMS

105.1 General. The *code official* is authorized to issue a permit for temporary uses, equipment and systems. Such permits shall be limited as to time of service, but shall not be permitted for more than 180 days. The *code official* is authorized to grant extensions for demonstrated cause.

105.2 Conformance. Temporary uses, equipment and systems shall conform to the requirements of this code as necessary to ensure health, safety and general welfare.

105.3 Temporary service utilities. The *code official* is authorized to give permission to temporarily supply service utilities.

105.4 Termination of approval. The *code official* is authorized to terminate such permit for temporary uses, equipment and systems and to order the same to be discontinued.

SECTION 106—FEES

106.1 General. An AHJ has the authority to establish fees.

SECTION 107—STOP WORK ORDER

107.1 Authority. Where the *code official* finds any work regulated by this code being performed in a manner contrary to the provisions of this code or in a dangerous or unsafe manner, the *code official* is authorized to issue a stop work order.

107.2 Issuance. The stop work order shall be in writing and shall be given to the owner of the property, the owner's authorized agent or the person performing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order and the conditions under which the cited work is authorized to resume.

107.3 Emergencies. Where an emergency exists, the *code official* shall not be required to give a written notice prior to stopping the work.

107.4 Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to fines established by the authority having jurisdiction.

Chapter 2 - Definitions

SECTION 201 GENERAL

201.1 Scope. Unless otherwise expressly stated, the following words and terms shall, for the purposes of this code, have the meanings shown in this chapter.

201.2 Interchangeability. Words stated in the present tense include the future; words stated in the masculine gender include the feminine and neuter; and the singular number includes the plural and the plural the singular.

201.3 Terms defined in other codes. Where terms are not defined in this code and are defined in other International Codes, such terms shall have the meanings ascribed to them as in those codes.

201.4 Terms not defined. Where terms are not defined through the methods authorized by this section, such terms shall have their ordinarily accepted meanings such as the context implies.

SECTION 202 DEFINITIONS

ACCESSORY STRUCTURE. A building or structure used to shelter or support any material, equipment, chattel or occupancy other than a habitable building.

AGRICULTURAL BUILDING. A structure designed and constructed to house farm implements, hay, grain, poultry, livestock or other horticultural products. This structure shall not be a place of human habitation or a place of employment where agricultural products are processed, treated or packaged, nor shall it be a place used by the public.

APPROVED. Acceptable to the *code official*.

BUILDING. Any structure intended for supporting or sheltering any occupancy.

CLASS A TESTS. Class A Tests are applicable to *roof coverings* that are expected to be effective against severe fire exposure, afford a high degree of fire protection to the *roof deck*, do not slip from position, and are not expected to present a flying brand hazard.

CODE OFFICIAL. The official designated by the jurisdiction to interpret and enforce this code, or the *code official*'s authorized representative.

DEFENSIBLE SPACE. An area either natural or man-made, where material capable of allowing a fire to spread unchecked has been treated, cleared or modified to slow the rate and intensity of an advancing wildfire and to create an area for fire suppression operations to occur.

EMBELLISHMENTS. Elements incorporated in design and construction for ornamental or decorative purpose that are not integral to the structure or structural support.

FIRE INTENSITY CLASSIFICATION. The level of fire intensity identified for areas where significant fuel hazards and associated dangerous fire behavior may exist, based upon vegetative fuels, topography, weather conditions, and flame length value.

FIRE-RESISTANCE-RATED CONSTRUCTION. The use of materials and systems in the design and construction of a building or structure to safeguard against the spread of fire within a building or structure and the spread of fire to or from buildings or structures to the *wildland-urban interface* area.

FIRE-RETARDANT-TREATED WOOD. Fire-retardant-treated wood is any wood product that, when impregnated with chemicals by a pressure process or other means during manufacture, shall have, when tested in accordance with ASTM E84 or UL 723, a listed *flame spread index* of 25 or less. The ASTM E84 or UL723 test shall be continued for an additional 20-minute period and the flame front shall not progress more than 10.5 feet beyond the centerline of the burners at any time during the test.

FLAME SPREAD INDEX. A comparative measure, expressed as a dimensionless number, derived from visual measurements of the spread of flame versus time for a material tested in accordance with ASTM E84.

FUEL MODIFICATION. A method of modifying fuel load by reducing the amount of nonfire-resistive vegetation or altering the type of vegetation to reduce the fuel load.

HABITABLE SPACE. A space in a building for living, sleeping, eating or cooking.

HEAVY TIMBER CONSTRUCTION. As described in Section 602.4 of the 2024 *International Building Code*.

HOME IGNITION ZONE. Home Ignition Zone is the home and the area around the home (or structure). The HIZ takes into account both the potential of the structure to ignite and the quality of *defensible space* surrounding it.

IGNITION-RESISTANT BUILDING MATERIAL. A type of building material that resists ignition or sustained flaming combustion sufficiently so as to reduce losses from wildfire exposure of burning embers and small flames.

IGNITION-RESISTANT VEGETATION. Plants that are less likely to readily ignite from a flame or other ignition source and produce fewer embers. While they can still be damaged by fire, their foliage and stems don't significantly contribute to the intensity of the fire.

LOG WALL CONSTRUCTION. A type of construction in which exterior walls are constructed of solid wood members and where the smallest horizontal dimension of each solid wood member is not less than 6 inches. Log wall construction shall follow requirements of ICC 400.

MULTILAYERED GLAZED PANELS. Window or door assemblies that consist of two or more independently glazed panels installed parallel to each other, having a sealed air gap in between, within a frame designed to fill completely the window or door opening in which the assembly is intended to be installed.

NONCOMBUSTIBLE. As applied to building construction material means a material that, in the form in which it is used, is either one of the following:

1. Material of which no part will ignite and burn when subjected to fire.

2. Any material conforming to ASTM E136 shall be considered noncombustible within the meaning of this section.

3. For the purposes of this code, fire-rated gypsum board tested in accordance with ASTM C1396 with no less than a 1-hour fire-resistance-rating with fire exposure from the outside only is considered a noncombustible material.

OCCUPIABLE SPACE. A room or enclosed space designed for human occupancy in which individuals congregate for amusement, education or similar purposes or in which occupants are engaged at labor.

ROOF ASSEMBLY. A system designed to provide weather protection and resistance to design loads. The system consists of a *roof covering* and *roof deck* or a single component serving as both the *roof covering* and the *roof deck*. A *roof assembly* can include an underlayment, thermal barrier, ignition barrier, insulation or a vapor retarder.

ROOF COVERING. The covering applied to the *roof deck* for weather resistance, fire classification or appearance.

ROOF DECK. The flat or sloped surface not including its supporting members or vertical supports.

SLOPE. The variation of terrain from the horizontal; the number of feet rise or fall per 100 feet measured horizontally, expressed as a percentage.

STRUCTURE. That which is built or constructed.

STRUCTURE IGNITION ZONE. Structure Ignition Zone is the structure and the area around the structure (or home). The SIZ takes into account both the potential of the structure to ignite and the quality of *defensible space* surrounding it.

TREE CROWN. The primary and secondary branches growing out from the main stem, together with twigs and foliage.

WILDLAND-URBAN INTERFACE. That geographical area where structures and other human development meets or intermingles with wildland or vegetative fuels.

Chapter 3 - Wildfire Hazard Identification

SECTION 301 GENERAL

301.1 Scope. The provisions of this chapter provide methodology to establish and record wildfire hazard based on the findings of fact to be regulated by this code.

301.2 Objective. The objective of this chapter is to provide simple baseline criteria for determining *wildland-urban interface* areas based on the wildfire hazard.

SECTION 302 WILDLAND-URBAN INTERFACE AREA DESIGNATIONS

302.1 Declaration. The AHJ shall declare the *wildland-urban interface* areas within the jurisdiction as defined by this code. The *wildland-urban interface* areas shall be based on the findings of fact.

SECTION 303 MAPPING AND APPLICABILITY

303.1 Mapping of Wildfire Hazard Areas.

Wildfire Hazard shall be recorded on official maps. These maps identify areas subject to the provisions of this code and shall be available for public inspection through an accessible online platform and at designated local government offices.

303.1.1 Map. This map shall be based on a combination of factors including, but not limited to, vegetative fuels, topography, local weather patterns, and fire behavior modeling data.

303.1.2 Locally Developed Mapping.

The AHJ may develop and adopt local maps designating wildfire hazard and *fire intensity classifications* within its jurisdictional boundaries in accordance with Sections 303.1 through 303.3.

303.2 Fire Intensity Classification. *Fire Intensity Classification* shall be identified on the map in accordance with Section 303.1. *Fire Intensity Classification* is determined by expected wildfire behavior, including flame length and suppression difficulty and is separated into three levels: low, moderate, and high. The identified *fire intensity classification* establishes code requirements for construction and mitigation.

303.2.1 Low Fire Intensity Classification. Low *Fire Intensity Classification* is identified in areas with light to medium surface fuels, such as grasses, shrubs, and scattered low-density vegetation. These fuels are often discontinuous, which limits flame propagation but can sustain burning under moderate weather conditions. Fires in this class may occur on gentle to moderate *slopes*, where topography begins to influence the rate of spread. Although flame lengths remain relatively small—typically less than two

feet—limited spotting may occur, especially with wind. Trained firefighters with protective equipment and standard hand tools can usually suppress these fires through direct attack, particularly on *slopes* under 30 percent. Mechanized equipment is typically unnecessary.

Key Characteristics Include:

1. **Fuels**: Light to medium surface fuels, including grasses, shrubs, and scattered vegetation (e.g., WNL, USL fuel types).
2. **Flame Length**: Less than 2 feet.
3. **Rate of Spread**: Low, increasing with *slopes* over 20 percent.
4. **Spotting**: Very short-range spotting is possible under windy conditions.
5. **Terrain Influence**: More active fire behavior on moderate *slopes* (20 to 30 percent).
6. **Suppression Difficulty**: Easily suppressed by trained firefighters using basic protective gear and hand tools. Direct attack is effective, and mechanized support is rarely needed.

303.2.2 Moderate Fire Intensity Classification. Moderate *Fire Intensity Classification* is identified in areas with moderate to heavy fuel loads, such as dense shrubs, small trees, and accumulated ground fuels. Fires in this class present continuous horizontal and vertical fuel arrangements, allowing flames to reach up to 8 feet in length. Fire behavior is notably influenced by moderate to steep *slopes*, often accelerating the spread. Short-range spotting becomes more common, complicating suppression efforts. Ground crews typically require mechanized support, such as engines and dozers, to establish control lines. Aircraft assistance may be necessary, particularly in inaccessible terrain. There is a significant increase in the potential for property damage and risk to life, especially in *wildland-urban interface* areas.

Key Characteristics Include:

1. **Fuels**: Moderate to heavy fuels, including dense shrublands, small trees, timber litter, and canopy fuels (e.g., USH, UIH fuel types).
2. **Flame Length**: Up to 8 feet.
3. **Rate of Spread**: Moderate to high, increasing significantly on *slopes* over 30 percent.
4. **Spotting**: Short-range spotting is common.
5. **Terrain Influence**: Steep *slopes* (30 percent or greater) increase fire spread and intensity.
6. **Suppression Difficulty**: Challenging for ground crews without support from engines, dozers, or aircraft. Dozers and plows are generally effective on moderate terrain.

303.2.3 High Intensity. High *Fire Intensity Classification* is identified in areas with heavy, continuous fuel loads, such as dense forest canopies, thick understory growth, and heavy dead/downed material. Fires in this class frequently occur on steep *slopes*, often exceeding 40 percent, where topography dramatically increases the rate of spread and severity. Flame lengths can exceed 30 feet, and both short- and medium-range spotting are common, particularly in windy conditions. Direct suppression by ground crews is typically ineffective, requiring indirect attack strategies, such as backburns and aerial retardant drops. Fires in this class pose extreme risk to life, property, and firefighter safety, especially in rugged or remote areas.

Key Characteristics Include:

1. **Fuels**: Heavy fuels, including dense forests, urban core areas with heavy fuel loads, and canopy-dominated regions (e.g., WNH, USH, UCH fuel types).
2. **Flame Length**: Up to 30 feet or more.
3. **Rate of Spread**: Rapid, especially on *slopes* greater than 40 percent.
4. **Spotting**: Short-range spotting is common; medium-range spotting is possible under windy conditions.
5. **Terrain Influence**: *Slopes* over 40 percent amplify intensity and spread, creating dangerous conditions for suppression.
6. **Suppression Difficulty**: Direct attack by ground forces and dozers is generally ineffective. Indirect strategies (backburning, aerial support) are often necessary. These fires present significant danger to life, property, and responder safety.

303.3 Applicability of Code Provisions. The requirements of this code shall apply to all parcels located within designated Wildfire Hazard Areas and corresponding *fire intensity classifications* as identified on the official maps. The level of structure hardening, *defensible space*, and other mitigation measures required shall correspond to the applicable *fire intensity classification*—Low, Moderate, or High—as established by the board.

Structures and parcels identified with low *fire intensity classification* shall be constructed and maintained in accordance with the provisions for Class 1 structure hardening and site and area requirements.

Structures and parcels identified with moderate to high *fire intensity classifications* shall be constructed and maintained in accordance with the provisions for Class 2 structure hardening and site and area requirements.

SECTION 304 GROUND-TRUTHING

304.1 Purpose. This section establishes a process for owners or the owners authorized representative to request a ground-truthing review of their property's Wildfire Hazard or *fire*

intensity classification as identified on state or locally adopted maps. The intent is to provide an opportunity to verify that mapping accurately reflects current, site-specific conditions.

304.2 Determination of Fire Intensity Classification and Code Requirements. As determined by the *code official,* the *fire intensity classification* and associated requirements shall be based on a review of the vegetative fuels on the parcel and within 300' of the parcel boundary, topography, local weather patterns, and fire behavior modeling data and in accordance with the following *fire intensity classifications*:

304.2.1 Low *Fire Intensity Classification* in accordance with Section 303.2.1

304.2.2 Moderate *Fire Intensity Classification* in accordance with Section 303.2.2

304.2.3 High *Fire Intensity Classification* in accordance with Section 303.2.3

This determination shall be made based on existing conditions or conditions that have been established by a development plan approved by the local jurisdiction. Technical documentation shall be submitted in support of such request by a qualified wildfire professional and in accordance with Section 104.2.

Chapter 4- Structure Hardening

SECTION 401 GENERAL

401.1 Scope. Exterior design and construction of new buildings and structures within the *wildland-urban interface* areas of Colorado shall be constructed in accordance with this chapter.

Exceptions:

1. Buildings of an accessory character classified as Group U occupancy (including *agricultural buildings*) of any size located at least 50 feet from a structure containing *occupiable* or *habitable space*.
2. One-story detached accessory, nonhabitable structures, such as tool and storage sheds, playhouses and similar uses, provided that the floor area does not exceed 120 square feet and the structure is located greater than or equal to 10 feet from the nearest adjacent occupiable structure.
3. The reconstruction, replacement, alteration, or repair of the exterior walls of an existing building, when less than 25 percent of the surface area of all exterior walls is affected.
4. The reconstruction, replacement, alteration, or repair of the exterior *roof covering* of an existing building, when less than 25 percent of the surface area of the exterior *roof covering* or an attachment thereto is affected.
5. Alterations or repairs to the exterior of an existing structure, or an attachment to it, when less than twenty-five percent of the exterior of the structure is affected by the alteration or repair.
6. Additions that do not increase the footprint of a structure by more than 500 square feet.

SECTION 402 BUILDING MATERIAL

402.1 Building material. Building materials shall comply with any one of the requirements in Section 402.2 through 402.4.

402.2 Noncombustible material. *Noncombustible* material shall comply with the definition of *noncombustible* materials in Section 202.

402.3 Fire-retardant-treated wood. *Fire-retardant-treated wood* shall be identified for exterior use and shall meet the requirements of Section 2303.2 of the 2024 *International Building Code*.

402.4 Ignition-resistant building material. Material shall be tested on the front and back faces in accordance with the extended ASTM E84 or UL 723 test, for a total test period of 30 minutes, or with the ASTM E2768 test. The materials shall bear identification showing the fire test results. Panel products shall be tested with a ripped or cut longitudinal gap of 1/8 inch. The materials, when tested in accordance with the test procedures set forth in ASTM E84 or UL 723

for a test period of 30 minutes, or with ASTM E2768, shall comply with Sections 402.4.1 through 402.4.3.3. Materials or products which melt, drip or delaminate to the extent that the flame front is interrupted are not permitted.

Exception: Materials composed of a combustible core and a noncombustible exterior covering made from either aluminum at a minimum 0.019 inch thickness or corrosion-resistant steel at a minimum 0.0149 inch thickness shall not be required to be tested with a ripped or cut longitudinal gap.

402.4.1 Flame spread. The material shall exhibit a *flame spread index* not exceeding 25.

402.4.2 Flame front. The material shall exhibit a flame front that does not progress more than 10 feet 6 inches beyond the centerline of the burner at any time during the test.

402.4.3 Weathering. *Ignition-resistant building materials* shall maintain their performance in accordance with this section under conditions of use. The materials shall meet the performance requirements for weathering (including exposure to temperature, moisture and ultraviolet radiation) contained in Sections 402.4.3.1 through 402.4.3.3, as applicable to the materials and conditions of use.

402.4.3.1 Evaluation requirements for weathering. Fire-retardant-treated wood, wood-plastic composite materials and plastic lumber materials shall be evaluated after weathering in accordance with Method A "Test Method for Accelerated Weathering of Fire-Retardant-Treated Wood for Fire Testing" in ASTM D2898.

402.4.3.2 Wood-plastic composite materials. Wood-plastic composite materials shall also demonstrate acceptable fire performance after weathering by the following procedure: first testing in accordance with ASTM E1354 at an incident heat flux of 50 kW/m2 in the horizontal orientation, then weathering in accordance with ASTM D7032 and then retesting in accordance with ASTM E1354 and exhibiting an increase of no more than 10 percent in peak rate of heat release when compared to the peak heat release rate of the nonweathered material.

402.4.3.3 Plastic lumber materials. Plastic lumber materials shall also demonstrate acceptable fire performance after weathering by the following procedure: first testing in accordance with ASTM E1354 at an incident heat flux of 50 kW/m2 in the horizontal orientation, then weathering in accordance with ASTM D6662 and then retesting in accordance with ASTM E1354 and exhibiting an increase of no more than 10 percent in peak rate of heat release when compared to the peak heat release rate of the nonweathered material.

SECTION 403 CLASS 1 STRUCTURE HARDENING

403.1 General. Class 1 structure hardening shall be in accordance with Sections 403.2 through 403.4.2 and shall apply to buildings and structures hereafter constructed, modified or relocated into or within areas of the *wildland-urban interface* having a low fire hazard severity.

403.2 Roofing. Roofs shall have a *roof covering* or *roof assembly* classified as Class A when tested in accordance with ASTM E108 or UL 790.

403.2.1 Flame and ember protection of roofs. For roof assemblies where the roof covering profile creates a space between the roof covering and roof deck, the space shall resist the entry of flames and embers by one or more of the following methods:

1. Firestopping with noncombustible material of the space between the roof covering and the roof deck.
2. Installation of one layer of cap sheet complying with ASTM D3909 over the combustible roof deck.
3. Installation of a listed Class A classified roof assembly.

403.2.2 Roof valley flashings. Valley flashings shall be not less than 0.019 inch (No. 26 galvanized sheet gage) corrosion-resistant metal installed over a minimum 36- inch-wide underlayment consisting of one layer of cap sheet complying with ASTM D3909 running the full length of the valley.

403.3 Gutters and downspouts. Gutters and downspouts shall be constructed of *noncombustible* material.

403.4 Ventilation Openings. Ventilation openings for enclosed attics, enclosed rafter spaces, and underfloor spaces shall be in accordance with Section 403.4.1 or Section 403.4.2 as applicable.

403.4.1 Performance Requirements. Ventilation openings shall be fully covered with listed vents, tested in accordance with ASTM E2886, to demonstrate compliance with all the following requirements:

1. There shall be no flaming ignition of the cotton material during the Ember Intrusion Test.
2. There shall be no flaming ignition during the Integrity Test portion of the Flame Intrusion Test.
3. The maximum temperature of the unexposed side of the vent shall not exceed 662°F (350°C).

403.4.2 Prescriptive Requirements. Ventilation openings for enclosed attics, enclosed rafter spaces, and underfloor spaces shall be covered with *noncombustible* 404.3corrosion-resistant mesh with openings not to exceed ⅛-inch.

SECTION 404 CLASS 2 STRUCTURE HARDENING

404.1 General. Class 2 structure hardening shall be in accordance with Sections 404.2 through 404.10.1 as well as the provisions of Class 1 structure hardening in Sections 403.2-403.4.2 and shall apply to buildings and structures hereafter constructed, modified or relocated into or within areas of the *wildland-urban interface* having a moderate or high fire hazard severity. See also Sections 101.6-101.7.

404.2 Protection of eaves. Eaves and soffits shall be protected on the exposed underside by *noncombustible material, ignition-resistant materials,* or by materials approved for not less than 1-hour *fire-resistance-rated construction*, *⅝-inch Type X drywall,* 2-inch nominal dimension lumber, or 1 inch nominal *fire-retardant-treated wood* or ¾ inch nominal fire-retardant-treated plywood, identified for exterior use and meeting the requirements of Section 2303.2 of the 2024 *International Building Code*. Fascias are required and shall be protected on the backside by *noncombustible material, ignition-resistant materials,* or by materials approved for not less than 1-hour *fire-resistance-rated construction, ⅝-inch Type X drywall,* or 2- inch nominal dimension lumber.

404.3 Exterior Walls. Exterior walls of buildings or structures shall be constructed with one of the following methods:

1. Exterior wall assemblies with a minimum of 1-hour fire-resistance rating, rated for exposure on the exterior side.
2. *Approved noncombustible materials.*
3. *Heavy timber* or *log wall construction.*
4. *Noncombustible* materials complying with Section 402.2 on the exterior side.
5. *Fire-retardant treated wood* complying with Section 402.3 on the exterior side. The *fire-retardant-treated wood* shall be labeled for exterior use and meet the requirements of Section 2303.2 of the 2024 *International Building Code*.
6. Ignition-resistant materials complying with Section 402.4 on the exterior side.

Such material shall extend from the top of the foundation to the underside of the eave or the underside of the roof sheathing.

Exceptions:

1. Exterior wall *embellishments* and architectural trim (exclusive of trim on exterior windows and doors) not to exceed 5 percent of the square footage of the exterior wall.
2. Roof or wall top cornice projections and similar assemblies.
3. Solid wood rafter tails and solid wood blocking installed between rafters having minimum dimension 2 inch nominal.

404.3.1 Exterior Wall Coverings. Exterior wall coverings shall be limited to the following:

1. *Noncombustible* materials.
2. *Fire-retardant-treated wood*.
3. *Ignition-resistant building materials*.

Exception: Where options 1 or 2 in section 404.3 are used, vinyl siding may be used as an exterior covering.

404.3.2 Flashing. A minimum of 6 inches of metal flashing or *noncombustible* material applied vertically between the wall sheathing and the exterior cladding shall be installed at the ground, decking, and roof intersections.

Combustible sheathing products exposed by the gap created at the base of the exterior walls, posts, or columns must be protected with *noncombustible material* or *ignition-resistant building materials* while still permitting drainage and moisture control from behind exterior cladding.

404.4 Underfloor enclosure. Buildings or structures shall have underfloor areas enclosed to the ground or comply with exterior walls in accordance with Section 404.3.

404.5 Decking. Unenclosed decks shall have the deck walking surface constructed of one of the following:

1. *Approved noncombustible* materials
2. Class A rated material

   Exception: Composite decking material with a minimum of Class B rating
3. *Fire-retardant-treated wood* identified for exterior use and meeting the requirements of Section 2303.2 of the 2024 *International Building Code*
4. *Ignition-resistant building materials* in accordance with Section 402.4.

404.6 Appendages and Projections. Appendages and projections shall be constructed in accordance with Section 404.3.

404.7 Exterior Glazing. Exterior windows, window walls and glazed doors, windows within exterior doors, and skylights shall be tempered glass, *multilayered glazed panels*, glass block or have a fire protection rating of not less than 20 minutes.

404.8 Exterior Doors. Exterior doors shall be *approved noncombustible* construction, solid core wood not less than 1 ¾-inches thick, or have a fire protection rating of not less than 20 minutes. Windows within doors and glazed doors shall be in accordance with Section 404.7.

Exception: Vehicle access doors.

404.9 Vehicle Access Door Perimeter Gap. Exterior vehicle access doors shall resist the intrusion of embers from entering by preventing gaps between doors and door openings, at the head, sill, and jamb of doors from exceeding ⅛ inch as approved by the AHJ.

Gaps between doors and door openings shall be controlled by one of the following methods:

1. Weather-stripping products made of materials that: (a) have been tested for tensile strength in accordance with ASTM D638 (Standard Test Method for Tensile Properties of Plastics) after exposure to ASTM G155 (Standard Practice for Operating Xenon Arc Light Apparatus for Exposure of Non-Metallic Materials) for a period of 2,000 hours, when the maximum allowable difference in tensile strength values between exposed and

non-exposed samples does not exceed 10 percent; and (b) exhibit a V-2 or better flammability rating when tested to UL 94 (Standards for Tests for Flammability of Plastic Materials for Parts in Devices and Appliances).

2. Door overlaps onto jambs and headers.
3. Garage door jambs and headers covered with metal flashing.

404.10 Detached Accessory Structures. Detached *accessory structures* located less than 50 feet from a building containing *habitable* or *occupiable space* shall have exterior walls constructed in accordance with Section 404.3 through 404.3.2.

404.10.1 Underfloor areas. Where the detached structure is located and constructed so that the structure or any portion thereof projects over a descending *slope* surface greater than 10 percent, the area below the structure shall have underfloor areas enclosed to within 6 inches of the ground, with exterior wall construction in accordance with Section 404.3 or underfloor protection in accordance with Section 404.4 or with ⅛-inch metal corrosion-resistant screen with a hardened zone within 5 feet.

Exception: The enclosure shall not be required where the underside of exposed floors and exposed structural columns, beams and supporting walls are protected as required for exterior 1-hour *fire-resistance-rated construction, heavy timber construction, noncombustible* materials on the exterior side, or *fire-retardant-treated wood* on the exterior side. The *fire-retardant-treated wood* shall be labeled for exterior use and meet the requirements of Section 2303.2 of the 2024 *International Building Code.*

Chapter 5- Site and Area Requirements

SECTION 501 GENERAL

501.1 Scope. The provisions of this chapter shall apply to parcels subject to this code.

501.2 Reference. As needed, the *code official* shall refer to the Home Ignition Zone (HIZ) Guide as developed by the Colorado State Forest Service.

Where conflicts occur between provisions of this code and the HIZ Guide, the provisions of this code shall govern. The provisions of this code, as applicable, shall take precedence over the provisions in the referenced standard.

SECTION 502 CLASS 1 REQUIREMENTS

502.1 Structure Ignition Zone 1 (0-5 feet): Immediate Zone

502.1.1 Objective. This zone is designed to reduce or eliminate ember ignition and direct flame contact with the structure, decks, stairs, and attachments.

502.1.2 Materials. Use *noncombustible*, hard surface materials in this zone, such as rock, gravel, sand, concrete, bare earth or stone/concrete pavers.

> **Exception:** Ignition-resistant plantings, per an approved list by the AHJ that is not less than that created by the Colorado State Forest Service, are allowed in the Immediate Zone.

502.1.3 Plantings. Remove all plantings including shrubs, slash, combustible mulch and other woody debris, with the exception of ignition-resistant vegetation.

502.1.4 Trees. There shall be no planting of new trees in the immediate zone. Mature trees of no less than 10-inch diameter at 4.5 feet above ground level may be maintained.

Tree crowns extending to within 10 feet of any structure shall be pruned to maintain a minimum clearance of 10 feet.

Prune tree branches to a height of 6-10 feet from the ground or a third of the total height of the tree, whichever is less.

502.2 Site Signage

502.2.1 Marking of roads. *Approved* signs or other *approved* notices shall be provided and maintained for access roads and driveways to identify such roads and prohibit the obstruction thereof.

502.2.2 Marking of fire protection equipment. Fire protection equipment and fire hydrants shall be clearly identified in a manner *approved* by the *code official* to prevent obstruction.

502.2.3 Address markers. Buildings shall have a permanently posted address, which shall be placed at each driveway entrance and be visible from both directions of travel along the road. In all cases, the address shall be posted at the beginning of construction and shall be maintained thereafter, and the address shall be visible and legible from the road on which the address is located in a manner *approved* by the *code official*.

502.3 Retaining Walls

502.3.1 Retaining Walls. Retaining walls shall be constructed with either *noncombustible* or ignition-resistant materials when any of the following conditions exist:

1. The retaining wall is within 8 feet of a structure regulated by this code or up to the property line when the property line is less than 8 feet away from the structure.
2. The retaining wall is integral to the support of a structure regulated by this code.
3. The retaining wall is integral to the egress from a structure regulated by this code to a public way, easement, or private road.

502.4 Fencing

502.4.1 Fencing. Fencing within 8 feet of a structure regulated by this code or up to the property line when the property line is less than 8 feet away from the structure shall be constructed with *noncombustible* or ignition-resistant materials.

Exception: Vinyl fencing. Vinyl fencing may be allowed.

SECTION 503 CLASS 2 REQUIREMENTS

503.1 General. Class 2 site and area requirements shall be in accordance with Sections 503.2 through 503.3.2 and include all requirements of Class 1 in Sections 502.1 through 502.4.

503.2 Structure Ignition Zone 2 (5-30 feet) Intermediate Zone

503.2.1 Objective. This zone is designed to give an approaching fire less fuel, which will help reduce its intensity as it gets nearer to structures.

503.2.2 Dead Materials. Within the *fuel modification* area, hazardous dead plant material must be removed from live vegetation.

503.2.3 Fuels Accumulation. Avoid large accumulations of surface fuels such as logs, branches, slash and combustible mulch.

503.2.4 Trees. *Tree crowns* extending to within 10 feet of any structure shall be pruned to maintain a minimum clearance of 10 feet.

Prune tree branches to a height of 6-10 feet from the ground or a third of the total height of the tree, whichever is less.

503.2.4.1 Tree Spacing. *Tree crowns* within this zone shall be spaced to prevent structure ignition and promote fuel discontinuity to limit fire spread.

503.2.5 Shrubs. Shrub groups within this zone shall be spaced to prevent structure ignition. Shrubs shall be at least 10 feet away from the edge of tree branches.

503.3 Structure Ignition Zone 3 (30-100 feet) Expanded Zone

503.3.1 Objective. This zone focuses on mitigation that keeps fire on the ground.

503.3.2 Tree Spacing. *Tree crowns* within this zone shall be spaced at a minimum of 6-10 feet.

–THIS PAGE INTENTIONALLY LEFT BLANK–

Appendix A: PERMITS

A101.1 General. Where not otherwise provided in the requirements of the *International Building Code* or *International Fire Code*, permits are required in accordance with Sections A101.2 through A101.9.

A101.2 Permits required. Unless otherwise exempted, buildings or structures regulated by this code shall not be erected, constructed, altered, repaired, moved, converted, changed, or changed in use or occupancy unless a separate permit for each building or structure has first been obtained from the *code official*.

For buildings or structures erected for temporary uses, see Section 105.

A101.3 Permit application. To obtain a permit, the applicant shall first file an application therefor in writing on a form furnished by the code enforcement agency for that purpose. Every such application shall:

1. Identify and describe the work, activity, operation, practice or function to be covered by the permit for which application is made.
2. Describe the land on which the proposed work, activity, operation, practice or function is to be done by legal description, street address or similar description that will readily identify and definitely locate the proposed building, work, activity, operation, practice or function.
3. Indicate the use or occupancy for which the proposed work, activity, operation, practice or function is intended.
4. Be accompanied by plans, diagrams, computation and specifications and other data as required in Appendix B.
5. State the valuation of any new building or structure or any addition, remodeling or alteration to an existing building.
6. Be signed by the applicant or the applicant's authorized agent.
7. Give such other data and information as required by the *code official*.

A101.3.1 Preliminary inspection. Before a permit is issued, the *code official* is authorized to inspect and approve the systems, equipment, buildings, devices, premises and spaces or areas to be used.

A101.3.2 Time limitation of application. An application for a permit for any proposed work shall be deemed to have been abandoned 180 days after the date of filing, unless such application has been pursued in good faith or a permit has been issued; except that the *code official* is authorized to grant one or more extensions of time for additional periods not exceeding 180 days each. The extension shall be requested in writing and justifiable cause demonstrated.

A101.4 Permit approval. Before a permit is issued, the *code official*, or an authorized representative, shall review and approve permitted uses, occupancies or structures. Where laws or regulations are enforceable by other agencies or departments, a joint approval shall be obtained from agencies or departments concerned.

A101.5 Permit issuance. The application, plans, specifications and other data filed by an applicant for a permit shall be reviewed by the *code official*. If the *code official* finds that the work described in an application for a permit and the plan, specifications and other data filed therewith conform to the requirements of this code, the *code official* is allowed to issue a permit to the applicant.

When the *code official* issues the permit, the *code official* shall endorse in writing or stamp the plans and specifications APPROVED. Such *approved* plans and specifications shall not be changed, modified or altered without authorization from the *code official*, and work regulated by this code shall be done in accordance with the *approved* plans.

A101.5.1 Refusal to issue a permit. Where the application or construction documents do not conform to the requirements of pertinent laws, the *code official* shall reject such application in writing, stating the reasons therefor.

A101.6 Validity of permit. The issuance or granting of a permit or approval of plans, specifications and computations shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of this code or of any other ordinance of the jurisdiction. Permits presuming to give authority to violate or conceal the provisions of this code or other ordinances of the jurisdiction shall not be valid.

A101.7 Expiration. Every permit issued by the *code official* under the provisions of this code shall expire by limitation and become null and void if the building, use or work authorized by such permit is not commenced within 180 days from the date of such permit,or if the building, use or work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of 180 days.

Any permittee holding an unexpired permit is allowed to apply for an extension of the time within which work is allowed to commence under that permit where the permittee is unable to commence work within the time required by this section for good and satisfactory reasons. The *code official* is authorized to extend the time for action by the permittee for a period not exceeding 180 days on written request by the permittee showing that circumstances beyond the control of the permittee have prevented action from being taken. Permits shall not be extended more than once.

A101.8 Retention of permits. Permits shall at all times be kept on the premises designated therein and shall at all times be subject to inspection by the *code official* or other authorized representative.

A101.9 Revocation of permits. Permits issued under this code can be suspended or revoked where it is determined by the *code official* that:

1. It is used by a person other than the person to whom the permit was issued.
2. It is used for a location other than that for which the permit was issued.
3. Any of the conditions or limitations set forth in the permit have been violated.
4. The permittee fails, refuses or neglects to comply with any order or notice duly served on him or her under the provisions of this code within the time provided therein.
5. There has been any false statement or misrepresentation as to material fact in the application or plans on which the permit or application was made.
6. The permit is issued in error or in violation of any other ordinance, regulations or provisions of this code.

The *code official* is allowed to, in writing, suspend or revoke a permit issued under the provisions of this code whenever the permit is issued in error or on the basis of incorrect information supplied, or in violation of any ordinance or regulation or any of the provisions of this code.

Appendix B: CONSTRUCTION DOCUMENTS

B101.1 General. Plans, engineering calculations, diagrams and other data shall be submitted in the format as required by the jurisdiction. The construction documents shall be prepared and submitted where required by the statutes of the jurisdiction in which the project is to be constructed. Where special conditions exist, the *code official* is authorized to require additional documentation.

> **Exception:** Submission of plans, calculations, construction inspection requirements and other data, if it is found that the nature of the work applied for is such that reviewing of plans is not necessary to obtain compliance with this code.

B101.2 Information on plans and specifications. Plans and specifications shall be drawn to scale on substantial paper or cloth and shall be of sufficient clarity to indicate the location, nature and extent of the work proposed, and show in detail that it will conform to the provisions of this code and relevant laws, ordinances, rules and regulations.

B101.3 Site plan. In addition to the requirements for plans in the *International Building Code*, site plans shall include topography, landscape and vegetation details and locations of structures or building envelopes. The *code official* is authorized to waive or modify the requirement for a site plan where the application for permit is for alteration or repair or where otherwise warranted. Identify the *fire intensity classification*.

> **B101.3.1 Defensible Space Site Plans.** Defensible space site plans shall be prepared and submitted to the *code official* for review and approval as part of the site plans required for a permit. The *code official* is authorized to waive or modify the requirement for a defensible space site plan where the application for permit is for alteration or repair or where otherwise warranted.

B101.5 Other data and substantiation. Where required by the *code official*, the plans and specifications shall include classification of fuel loading, fuel model light, medium or heavy, and substantiating data to verify classification of fire-resistive vegetation.

B101.6 Retention of plans. One set of *approved* plans, specifications and computations shall be retained by the *code official* for a period of not less than 180 days from date of completion of the permitted work or as required by state or local laws.

B101.7 Examination of documents. The *code official* shall examine or cause to be examined the accompanying construction documents and shall ascertain by such examinations whether the construction indicated and described is in accordance with the requirements of this code and other pertinent laws or ordinances.

B101.8 Amended construction documents. Work shall be installed in accordance with the *approved* construction documents, and changes made during construction that are not in

compliance with the *approved* documents shall be resubmitted for approval as an amended set of construction documents.

B101.9 Previous approvals. This code shall not require changes in the construction documents, construction or designated occupancy of a structure for which a lawful permit has been heretofore issued or otherwise lawfully authorized, and the construction of which has been pursued in good faith within 180 days after the effective date of this code and has not been abandoned.

B101.10 Phased approval. The *code official* is authorized to issue a permit for the construction of foundations or any other part of a building or structure before the construction documents for the whole building or structure have been submitted, provided that adequate information and detailed statements have been filed complying with pertinent requirements of this code. The holder of such permit for the foundation or other parts of a building or structure shall proceed at the holder's own risk with the building operation and without assurance that a permit for the entire structure will be granted.

Appendix C: INSPECTION AND ENFORCEMENT

C101.1 Inspection. Inspections shall be in accordance with Sections C101.1.1 through C101.1.4.3.

C101.1.1 General. Construction or work for which a permit is required by this code shall be subject to inspection by the *code official* and such construction or work shall remain visible and able to be accessed for inspection purposes until *approved* by the *code official*.

It shall be the duty of the permit applicant to cause the work to remain visible and able to be accessed for inspection purposes. Neither the *code official* nor the jurisdiction shall be liable for expense entailed in the removal or replacement of any material required to allow inspection.

Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction. Inspections presuming to give authority to violate or cancel the provisions of this code or of other ordinances of the jurisdiction shall not be valid.

Where required by the *code official*, a survey of the lot shall be provided to verify that the mitigation features are provided and the building or structure is located in accordance with the *approved* plans.

C101.1.2 Authority to inspect. The *code official* shall inspect, as often as necessary, buildings and premises, including such other hazards or appliances designated by the *code official* for the purpose of ascertaining and causing to be corrected any conditions that could reasonably be expected to cause fire or contribute to its spread, or any violation of the purpose of this code and of any other law or standard affecting fire safety.

C101.1.2.1 Approved inspection agencies. The *code official* is authorized to accept reports of approved inspection agencies, provided that such agencies satisfy the requirements as to qualifications and reliability.

C101.1.2.2 Inspection requests. It shall be the duty of the holder of the permit or their duly authorized agent to notify the *code official* when work is ready for inspection. It shall be the duty of the permit holder to provide access to and means for inspections of such work that are required by this code.

C101.1.2.3 Approval required. Work shall not be done beyond the point indicated in each successive inspection without first obtaining the approval of the *code official*. The *code official*, upon notification, shall make the requested inspections and shall either indicate the portion of the construction that is satisfactory as completed, or notify the permit holder or his or her agent wherein the same fails to comply with this

code. Any portions that do not comply shall be corrected and such portion shall not be covered or concealed until authorized by the *code official*.

C101.1.3 Reinspections. To determine compliance with this code, the *code official* can cause a structure to be reinspected. A fee can be assessed for each inspection or reinspection where work for which inspection is called is not complete or where corrections called for are not made.

Reinspection fees can be assessed where the *approved* plans are not readily available to the inspector, for failure to provide access on the date for which inspection is requested or for deviating from plans requiring the approval of the *code official*.

To obtain a reinspection, the applicant shall pay the reinspection fee as set forth in the fee schedule adopted by the jurisdiction. Where reinspection fees have been assessed, additional inspection of the work will not be performed until the required fees have been paid.

C101.1.4 Testing. Installations shall be tested as required in this code and in accordance with Sections C101.1.4.1 through C101.1.4.3. Tests shall be made by the permit holder or authorized agent and observed by the *code official*.

C101.1.4.1 New, altered, extended or repaired installations. New installations and parts of existing installations that have been altered, extended, renovated or repaired, shall be tested as prescribed herein to disclose defects.

C101.1.4.2 Apparatus, instruments, material and labor for tests. Apparatus, instruments, material and labor required for testing an installation or part thereof shall be furnished by the permit holder or authorized agent.

C101.1.4.3 Reinspection and testing. Where any work or installation does not pass an initial test or inspection, the necessary corrections shall be made so as to achieve compliance with this code. The work or installation shall then be resubmitted to the *code official* for inspection and testing.

C101.2 Enforcement. Enforcement shall be in accordance with Sections C101.2.1 and C101.2.2.

C101.2.1 Authorization to issue corrective orders and notices. Where the *code official* finds any building or premises that are in violation of this code, the *code official* is authorized to issue corrective orders and notices.

C101.2.2 Service of orders and notices. Orders and notices authorized or required by this code shall be given or served on the owner, the owner's authorized agent, operator, occupant or other person responsible for the condition or violation either by verbal notification, personal service, or delivering the same to, and leaving it with, a person of suitable age and discretion on the premises; or, if such person is not found on the premises, by affixing a copy thereof in a conspicuous place on the door to the entrance of

said premises and by mailing a copy thereof to such person by registered or certified mail to the person's last known address.

Orders or notices that are given verbally shall be confirmed by service in writing as herein provided.

C101.3 Compliance with orders and notices. Compliance with orders and notices shall be in accordance with Sections C101.3.1 through C101.3.8.

C101.3.1 General compliance. Orders and notices issued or served as provided by this code shall be complied with by the owner, the owner's authorized agent, operator, occupant or other person responsible for the condition or violation to which the corrective order or notice pertains.

If the building or premises is not occupied, then such corrective orders or notices shall be complied with by the owner or the owner's authorized agent.

C101.3.2 Compliance with tags. building or premises shall not be used when in violation of this code as noted on a tag affixed in accordance with Section C101.3.1.

C101.3.3 Removal and destruction of signs and tags. A sign or tag posted or affixed by the *code official* shall not be mutilated, destroyed or removed without authorization by the *code official*.

C101.3.4 Citations. Persons operating or maintaining an occupancy or premises subject to this code who allow a hazard to exist or fail to take immediate action to abate a hazard on such occupancy, premises or vehicle when ordered or notified to do so by the *code official* shall be guilty of a misdemeanor.

C101.3.5 Unsafe conditions. Buildings, structures or premises that constitute a fire hazard or are otherwise dangerous to human life, or that in relation to existing use constitute a hazard to safety or health or public welfare, by reason of inadequate maintenance, dilapidation, obsolescence, fire hazard, disaster damage or abandonment as specified in this code or any other ordinance, are unsafe conditions. Unsafe buildings or structures shall not be used. Unsafe buildings are hereby declared to be public nuisances and shall be abated by repair, rehabilitation, demolition or removal, pursuant to applicable state and local laws and codes.

C101.3.5.1 Record. The *code official* shall cause a report to be filed on an unsafe condition. The report shall state the occupancy of the structure and the nature of the unsafe condition.

C101.3.5.2 Notice. Where an unsafe condition is found, the *code official* shall serve on the owner, owner's authorized agent or person in control of the building, structure or premises, a written notice that describes the condition deemed unsafe and specifies the required repairs or improvements to be made to abate the unsafe condition, or requires the unsafe structure to be demolished. Such notice shall require the person

thus notified, or their designee, to declare to the *code official* within a stipulated time, acceptance or rejection of the terms of the order.

C101.3.5.2.1 Method of service. Such notice shall be deemed properly served where a copy thereof is served by one of the following methods:

1. Delivered to the owner or the owner's authorized agent personally.
2. Sent by certified or registered mail addressed to the owner or the owner's authorized agent at the last known address with a return receipt requested.
3. Delivered in any other manner as prescribed by local law.

Where the certified or registered letter is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice. Service of such notice in the foregoing manner on the owner's authorized agent or on the person responsible for the structure shall constitute service of notice on the owner.

C101.3.5.3 Placarding. Upon failure of the owner, the owner's authorized agent or the person responsible to comply with the notice provisions within the time given, the *code official* shall post on the premises or on defective equipment a placard bearing the word "UNSAFE" and a statement of the penalties provided for occupying the premises, operating the equipment or removing the placard.

C101.3.5.3.1 Placard removal. The *code official* shall remove the unsafe condition placard whenever the defect or defects on which the unsafe condition and placarding action were based have been eliminated. Any person who defaces or removes an unsafe condition placard without the approval of the *code official* shall be subject to the penalties provided by this code.

C101.3.5.4 Abatement. The owner, the owner's authorized agent, operator or occupant of a building, structure or premises deemed unsafe by the *code official* shall abate, correct or cause to be abated or corrected such unsafe conditions either by repair, rehabilitation, demolition or other *approved* corrective action.

C101.3.5.5 Summary abatement. Where conditions exist that are deemed hazardous to life and property, the *code official* is authorized to abate or correct summarily such hazardous conditions that are in violation of this code.

C101.3.5.6 Evacuation. The *code official* shall be authorized to order the immediate evacuation of any occupied building, structure or premises deemed unsafe where such hazardous conditions exist that present imminent danger to the occupants. Persons so notified shall immediately leave the structure or premises and shall not enter or reenter until authorized to do so by the *code official*.

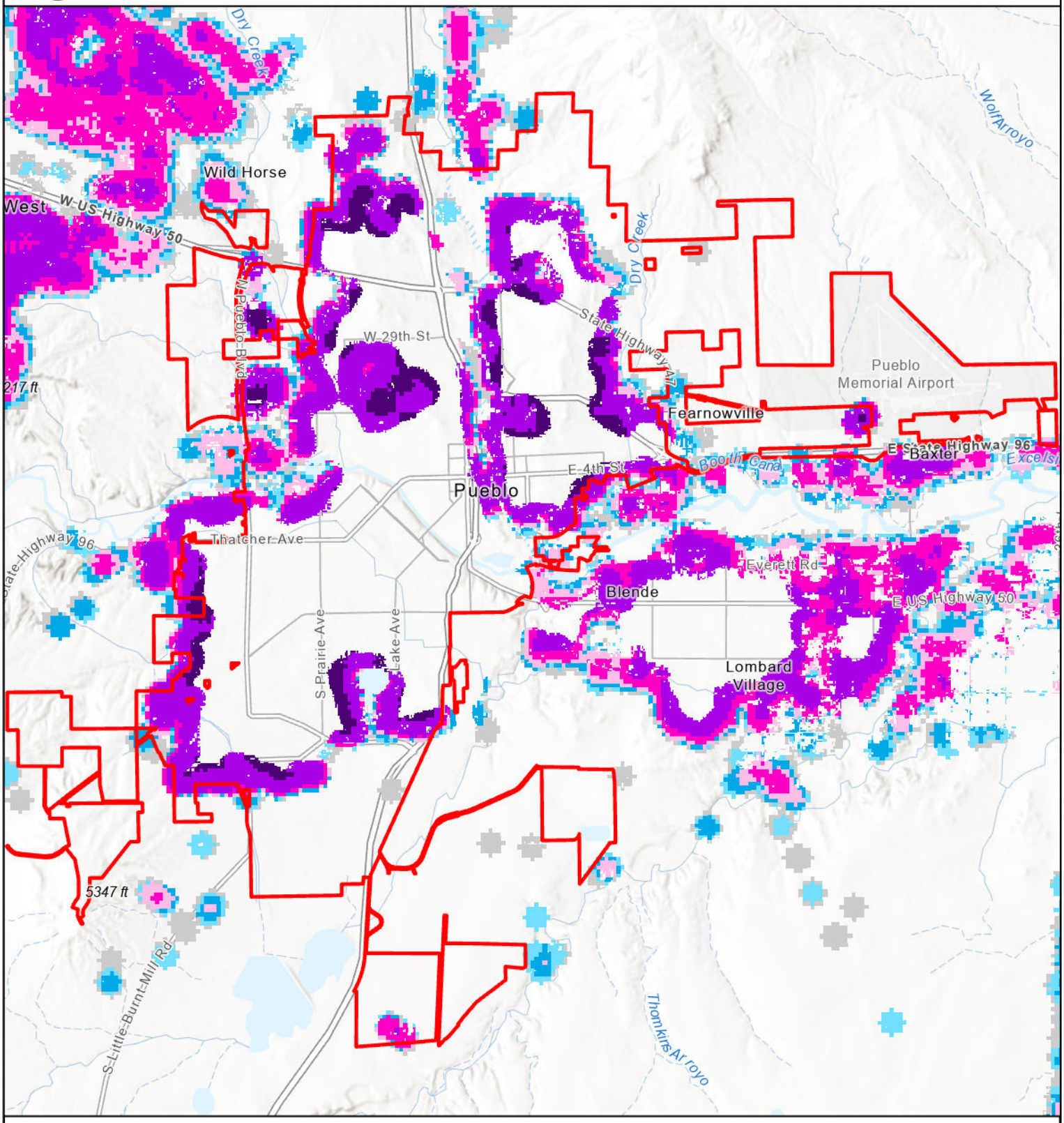
C101.3.6 Prosecution of violation. If the notice of violation is not complied with promptly, the *code official* is authorized to request the legal counsel of the jurisdiction to

institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the building or structure in violation of the provisions of this code or of the order or direction made pursuant thereto.

C101.3.7 Violation penalties. An AHJ has the authority to establish fees.

C101.3.8 Abatement of violation. In addition to the imposition of the penalties herein described, the *code official* is authorized to institute appropriate action to prevent unlawful construction or to restrain, correct or abate a violation; or to prevent illegal occupancy of a structure or premises; or to stop an illegal act, conduct of business or occupancy of a structure on or about any premises.

City of Pueblo Colorado
Map Showing Wildland Urban Interface



City Limits

Wildland Urban Interface

- 1 - Less than 1 house/ 40 ac
- 2 - 1 house/40 ac to 1 house/20 ac
- 3 - 1 house/20 ac to 1 house/10 ac
- 4 - 1 house/10 ac to 1 house/5 ac
- 5 - 1 house/5 ac to 1 house/2 ac
- 6 - 1 house/2 ac to 3 houses/ac
- 7 - More than 3 houses/ ac

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community, Esri, NASA, NGA, USGS

Background Paper for Proposed Action Item

COUNCIL MEETING DATE: March 9, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

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

SUBJECT: AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A PROGRAMMATIC AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE COLORADO STATE HISTORIC PRESERVATION OFFICE REGARDING THE ADMINISTRATION OF FEDERAL GRANT PROGRAMS

SUMMARY:

This Ordinance authorizes the City of Pueblo to enter into a Programmatic Agreement with the State Historic Preservation Office (SHPO). The purpose of this agreement is to streamline the environmental review consultation process for U.S. Department of Housing and Urban Development (HUD)–funded projects. The agreement identifies specific actions the City may undertake that will not have an adverse effect on historic properties and therefore do not require consultation with SHPO.

PREVIOUS COUNCIL ACTION:

On November 25, 2019, Council approved a programmatic agreement excluding certain actions from required consultation.

BACKGROUND:

Under the Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), and other HUD programs, the grantee must complete an environmental review for each activity funded through these programs. This process can be lengthy and time-consuming for both agencies.

In 2019, the City entered into a Programmatic Agreement with SHPO covering various housing programs operated by the City and its subrecipients. The agreement allows the City to undertake certain predetermined actions on a property without consulting SHPO for each individual project. This streamlining reduces processing time by a minimum of 30 days, enabling the City and its subrecipients to deliver services and implement projects more efficiently. The amendment this agreement will expand properties to

include those with irreversible damage as designated through condemnation and or demolition notice(s) issues by the City of Pueblo.

FINANCIAL IMPLICATIONS:

There are no financial implications as there is no direct cost associated with entering in this agreement.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

Not Applicable.

ALTERNATIVES:

Council could deny the ordinance and the current process remains in place.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Ordinance 09614
2. Amendment No. 1 for Programmatic Agreement Between Colorado SHPO and City of Pueblo

ORDINANCE NO.

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A PROGRAMMATIC AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE COLORADO STATE HISTORIC PRESERVATION OFFICE REGARDING THE ADMINISTRATION OF FEDERAL GRANT PROGRAMS

WHEREAS, the City of Pueblo must coordinate with several agencies as part of a process to environmentally clear sites prior to the use of federal funding on the site; and

WHEREAS, the City of Pueblo previously was required to consult with the State Historic Preservation Office on sites that had irreversible damage as designated through condemnation and or demolition notice(s) issues by the City of Pueblo in need of demolition; and

WHEREAS, the only end use of these properties is demolition, regardless of historic value is demolition and they are beyond repair; NOW, THEREFORE

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

SECTION 1.

Amendment No.1 to the Programmatic Agreement between the City of Pueblo, a Colorado Municipal Corporation, and the State Historic Preservation Office, relating to the City of Pueblo's federal environmental review responsibilities in accordance with Section 104(g) of the Housing and Community Development Act of 1974 [42U.S.C.5304(g)], whereby the Entitlement Community assumes federal agency responsibility for compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (54U.S.C.300101 et seq.), a copy of which is attached hereto and has been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor of the City of Pueblo is hereby authorized and directed to execute said Programmatic Agreement in the name of the City, and the City Clerk is hereby authorized and directed to affix the official seal of the City of Pueblo and attest the same.

SECTION 3.

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

SECTION 4.

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

Council.

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____
_____
_____
_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

ORDINANCE NO. 9614

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A PROGRAMMATIC AGREEMENT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND THE COLORADO STATE HISTORIC PRESERVATION OFFICE REGARDING THE ADMINISTRATION OF U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT PROGRAMS

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

SECTION 1.

A Programmatic Agreement between the City of Pueblo, a Municipal Corporation, and the State Historic Preservation Office, relating to the City of Pueblo's federal environmental review responsibilities in accordance with Section 104(g) of the Housing and Community Development Act of 1974 [42 U.S.C. 5304(g)], where the Entitlement Community assumes federal agency responsibility for compliance with Section 106 of the National Historic Preservation Act of 1966, as amended [54 U.S.C. 300101 et seq.], a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor of the City of Pueblo is hereby authorized and directed to execute said Programmatic Agreement in the name of the City and the City Clerk is hereby authorized and directed to affix the official seal of the City of Pueblo 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 programmatic agreement to effectuate the transactions described therein.

SECTION 4.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on November 25, 2019.

Final adoption of Ordinance by City Council on December 9, 2019.

President of City Council

Action by the Mayor:

☒ Approved on December 10, 2019 .

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

City Clerk's Office Item # R-3

Background Paper for Proposed ORDINANCE

COUNCIL MEETING DATE: November 25, 2019

TO: President Dennis E. Flores and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Brenda Armijo, City Clerk

FROM: Bryan Gallagher, Director of Housing and Citizen Services

SUBJECT: AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A PROGRAMMATIC AGREEMENT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND THE COLORADO STATE HISTORIC PRESERVATION OFFICE REGARDING THE ADMINISTRATION OF U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT PROGRAMS

SUMMARY:

The Ordinance authorizes the City of Pueblo to enter into a Programmatic Agreement with the State Historic Preservation Office (SHPO). The intent of this agreement is to streamline the environmental review consultation process with the SHPO on U.S. Department of Housing and Urban Development (HUD) funded projects. The agreement identifies specific actions the City may undertake that would not have an adverse effect on historic properties and therefore not require consultation between the two entities.

PREVIOUS COUNCIL ACTION:

The City Council on October 15, 2013 approved Ordinance No. 8641, which authorized a 5-year programmatic agreement between the City of Pueblo and the Colorado State Historic Preservation Office.

BACKGROUND:

Under the Community Development Block Grant (CDBG), the HOME Investment Partnership Act (HOME), and other HUD Programs, the grantee is required to complete an environmental review for each activity to be undertaken with these funds. This process can be lengthy and time consuming for both agencies. In 2013, the City entered into a 5-year programmatic agreement with the SHPO for the various housing programs that the City and its subrecipients operate.

The Agreement allows the City to undertake certain predetermined actions on a property without the need to consult directly with the SHPO on each individual property or action. This will expedite the provision of services by a minimum of 30-days, allowing the City and its subrecipients to undertake a project in a more timely manner.

FINANCIAL IMPLICATIONS:

There is no financial impact to this Agreement, as there are no costs associated with entering into said Agreement. At present, both agencies are required to comply with the federal requirements, and this would serve to expedite the regulatory requirements.

BOARD/COMMISSION RECOMMENDATION:

Not applicable for this Ordinance.

STAKEHOLDER PROCESS:

Not applicable for this Ordinance.

ALTERNATIVES:

If the Ordinance is not approved, the City will continue to work with the SHPO and consult individually on a project by project basis.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

Attachment 1: Programmatic Agreement between the City of Pueblo and State Historic Preservation Office

PROGRAMMATIC AGREEMENT
BY AND AMONG THE CITY OF PUEBLO, COLORADO
AND
THE COLORADO STATE HISTORIC PRESERVATION OFFICE
REGARDING THE ADMINISTRATION OF
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT PROGRAMS

This Programmatic Agreement (hereinafter referred to as "Agreement) is made this 9th day of December, 2019, by and between the City of Pueblo (hereinafter referred to as "the Entitlement Community) and the Colorado State Historic Preservation Officer (hereinafter referred to as "SHPO").

WHEREAS, the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD") provides formula grant funding to cities and counties in Colorado and to the State of Colorado; and

WHERAS, due to their acceptance of federal environmental review responsibility, in accordance with Section 104(g) of the Housing and Community Development Act of 1974 [42 U.S.C. 5304(g)], the Entitlement Community has assumed federal agency responsibility for compliance with Section 106 of the National Historic Preservation Act of 1966, as amended [16 U.S.C. 470 et seq.] (Section 106); and

WHEREAS, the Entitlement Community now, or in the future, administers HUD grant programs which include, but are not limited to the following programs (HUD programs):

- Community Development Block Grant Program
- Community Development Block Grant Recovery Act (CDBG-R) under the American Recovery and Reinvestment Act (ARRA)
- Neighborhood Stabilization Programs
- HOME Investment Partnerships Program
- Emergency Shelter Grant Program
- Housing Opportunities for People with AIDS Program
- Lead-Based Paint Hazard Control Grant Program
- Lead hazard Reduction Demonstration Grant Program
- Section 8 Project Based Assistance Program including Single Room Occupancy
- Shelter Plus Care Program
- Special Projects Appropriated Under an Appropriations Act for HUD
- Supportive Housing Program

WHEREAS, the Entitlement Community has determined that implementation of the HUD Programs may include activities, such as rehabilitation (multiple undertakings), demolition and new construction, which may have an effect on properties included in or eligible for inclusion in the National Register of Historic Places (Historic Properties); and

WHEREAS, the Entitlement Community has determined that certain activities funded by the HUD Programs have limited potential to affect Historic Properties and has consulted with the Colorado State Historic Preservation Office (SHPO) pursuant to 36 C.F.R. 800.14 of the regulation implementing Section 106; and

WHEREAS, the Entitlement Community acknowledges the importance of compliance with 36 C.F.R. Part 800, et al regarding mandatory consulting and has implemented policies and procedures regarding such consultation with the SHPO; and

WHEREAS, pursuant to 36 C.F.R. 800.14(b) the Entitlement Community will notify the Advisory Council on Historic Preservation (ACHP) of its intention to prepare a programmatic agreement and submit this Agreement for review and consultation; and

WHEREAS, pursuant to 36 C.F.R 800.14(b) the Entitlement Community will notify the Indian Tribes of its intention to prepare a programmatic agreement and submit this Agreement for review and consultation. The Entitlement Community shall consult with Indian Tribes that attach traditional religious and cultural significance to historic properties that may be affected by the Entitlement Community undertakings. The Entitlement Community recognizes the unique legal and political relationship the United States Government has with federally-recognized Indian Tribes, including government-to-government relationships, and consultation responsibilities as set forth in 36 C.F.R., Part 800, et al.

NOW THEREFORE, the Entitlement Community, and the SHPO agree that HUD Programs shall be administered in accordance with the following stipulation to satisfy the Section 106 responsibilities of the Entitlement Communities and HUD.

Stipulations

I. EXEMPTED AND NON-EXEMPTED ACTIVITES

A. Activities Not Requiring Review

The following proposed undertakings have limited potential to affect historic properties and may be approved by the Entitlement Communities and/or HUD without further consultation with the SHPO, Indian Tribes, or Advisory Council on Historic Preservation. For purposes of this agreement, the term "in-kind materials" is defined as installation of a new element that duplicates the material, dimensions, configuration and detailing of the original element. This duplication may take into account technical advances in materials and design while maintaining or exceeding the durability, appearance and function of the original element, while also meeting required energy conservation standards and/or in accordance with mandated health and safety requirements (i.e. hazardous material mitigation or building code egress requirements).

1) **General:**
   a. Projects on buildings less than fifty years old;
   b. Projects on buildings fifty or more years old but have been determined by SHPO as **not** eligible for National Register of Historic Places;
   c. Refinancing; or
   d. Leasing without rehabilitation or construction.

2) **Site Work:**
   a. Installation, repairs or replacement of retaining walls, driveways, curbs & gutters, and parking areas, excluding the repair of existing rock retaining walls;
   b. Installation or in-kind repair or replacement of brick or stone sidewalks or alleys;
   c. Installation or in-kind repair or replacement of site improvements including, but not limited to fences, landscaping, and steps which are not attached to any building;

d. Installation, repair or replacement of utilities including but not limited to gas lines, sanitary and storm water lines, electrical, cable or other underground utilities within a previously developed land and public right-of-way(s);
e. Installation, repair or replacement of park and play ground equipment, excluding buildings; or
f. The installation, repair or replacement of public sidewalks, and ADA curb ramps, providing no significant features are removed or destroyed.

In the event that historic or prehistoric archaeological resources are discovered during ground-disturbing activities, work shall be immediately stopped and notification provided to SHPO.

3) Exterior Rehabilitation

a. Installation of storm windows and doors, providing they conform to the shape and dimensions of existing windows;
b. Removal of exterior paint by non-destructive methods, providing that such removal is consistent with Lead Based Paint regulations;
c. Application of exterior paint, other bonded finishes and caulking, with the exception of previously unpainted masonry;
d. Lead Based Paint mitigation that does not involve removal or alteration of special features;
e. Repair, partial in-kind replacement or addition of matching in-kind elements for the purpose of safety/code requirements of existing porch elements such as columns, decking/flooring, floor joists, ceilings, railings, balusters, balustrades, lattice and steps;
f. Maintenance, repair, and in-kind replacement to code requirements of roofing shingles, roof cladding and sheathing, gutters, downspouts, soffits, and fascia, providing no change to the roof pitch or configuration occurs;
g. Weatherization of historic components such as door and windows, by means of caulking, insulation, weather stripping, and installation of clear glass in existing sashes-including retrofitting for energy efficient, sealed, double low-e glazing;
h. Placement and installation of exterior HVAC mechanical units, vents, including associated electrical and plumbing modifications, providing they are not located on the front elevation;
i. Installation, repair, or replacement of basement bulk head doors;
j. Installation of additional decorative or security lights providing such installation does not damage historic materials;
k. Securing or mothballing a property by means of boarding over window and door openings, making temporary roof repairs, and/or ventilating the structure;
l. The installation, repair, or replacement of exterior outlets, and sill cocks providing any required patching is completed with in-kind materials; or
m. The installation of accessibility ramps, providing they are installed on the rear portion of the house, or when installed on front elevation that they meet the requirements set forth in 36 CFR 68.3 (standards).

4) Interior Rehabilitation

a. Installation, replacement, upgrade, or repair of plumbing, including non historic bath & kitchen fixtures, cabinetry and appliances, HVAC units & systems, electrical and fire protection systems providing no structural alterations are involved;

b. Installment of bathroom fans providing no historic elements will be removed, altered, or damaged;
c. Installment of insulation in ceiling and attic spaces, basements and crawlspaces;
d. Architectural Barrier Improvements for bathroom including doorways, providing the work is contained with the existing area;
e. Structural repairs to sustain the existing structure that do not alter the foot print of the structure;
f. Hazardous materials abatement, remediation or mitigation that does not involve removal or alteration of historic features;
g. Repair or partial in-kind replacement or finishing of interior surface features such as floors, walls, ceilings, plaster and wood work;
h. Installation or replacement of floor coverings such as carpet, vinyl sheet flooring, tile, and hardwood floors, providing that when covering historical features such as hardwood floors, a layer of protection such as an underlayment is provided to protect them from damage;
i. Installation or repair of concrete basement or crawlspace floors, that do not alter the foot print of the structure;
j. Installation of storm windows, when feasible and exterior conditions or features shall not allow such installation; or
k. The installation, repair, or replacement of tubs and showers including skirting or surrounds.

B. Non-Exempted Activities Requiring Review

All activities not identified in "STIPULATIONS", Section I(A) of this Agreement must be reviewed in accordance with 36 CFR Part 800.

C. Resolution of Adverse Effects

Unless an undertaking is exempted as set forth in Section I(A) of this Agreement, the Entitlement Community shall consult with the SHPO to evaluate alternatives or modifications to the undertaking that could avoid, minimize, or mitigate adverse effects on historic properties pursuant to 36 C.F.R. 800.6 (a). The Entitlement Community shall also consult Indian Tribes that attach traditional religious and cultural significance to historic properties that may be affected by such undertakings.

D. Annual Report

By March 31st of every year under this Agreement, the Entitlement Community will file a report on projects completed in the previous year to the SHPO which will include Project Address, Year Constructed, Nature of work, and references the appropriate exempted activity as detailed in "STIPULATIONS", Section I(A) of this Agreement.

II. DISCOVERIES AND UNFORSEEN EFFECTS

If during the implementation of these programs, a previously unidentified property that may be eligible for inclusion in the National Register is encountered, or a known National Register historic property may be affected in an unanticipated manner, the Entitlement Community will assume its responsibilities pursuant to 36 CFR part 800.13(b).

III. AMENDMENT

Any party may request that this Agreement be amended, whereupon the SHPO will consult with the other parties in accordance with 36 CFR Part 800.14(b) to consider an amendment. Amendments will only be considered if made in writing and must be approved in writing by all parties to this Agreement to go into effect.

IV. DISPUTE RESOLUTION

Should any party to this Agreement object at any time to actions proposed or the manner in which the terms of this Agreement are implemented, City shall consult with the objecting party to resolve the objection. If City determines within 30 days that such objection cannot be resolved, City will:

A. Forward all documentation relevant to the dispute to the Advisory Council on historic Preservation (hereinafter referred to as "Council") in accordance with 36CFR800.2(b)(2) for the Council review and advise City on the resolution of the objection within 30 days. Any comment provided by the Council, and all comments from the parties to the Agreement, will be taken into account by City in reaching a final decision regarding the dispute.

B. If the Council does not provide comments regarding the dispute within 30 days after City provides documentation of the dispute to the Council, City may render a decision regarding the dispute. In reaching its decision, City will take into account all comments regarding the dispute from the parties to the Agreement.

C. City's responsibilities to carry out all other actions subject to the terms of the Agreement that are not subject of the dispute remain unchanged. City will notify all parties of its decision in writing before implementing that portion of the undertaking subject to dispute. City's decision on all disputes will be final.

V. TERMINATION

Any party to this agreement may terminate its participation by providing thirty (30) days written notice to all other parties. In the event of termination, the terminating party will comply with 36 CFR Part 800.3 through 800.7 with respect to individual undertakings covered by this Agreement. Termination by the SHPO will nullify this Agreement upon all parties.

VI. TERM OF THE AGREEMENT

Following signature by the Entitlement Community and the SHPO, this Agreement will be binding on a party upon the date of its signature and shall be in force for a term of ten (10) years thereafter, unless the parties agree to extend it.

VII. NOTIFICATION

Notification or other communication between parties to this agreement should be made in care of the addressed provided in Exhibit A.

EXECUTION AND IMPLEMENTATION of this Agreement evidences that the Entitlement Community and the SHPO have satisfied their responsibilities under Section 106 for undertakings funded by the HUD Programs. This agreement may be executed in counterpart.

Signed:

COLORADO STATE HISTORIC PRESERVATION OFFICER

By: Holly K. Norton Date: 1/28/19

for Steven Turner
Colorado State Historic Preservation Officer

CITY OF PUEBLO

By: Nicholas Gradisar Date: 12-10-2019

Nicholas A. Gradisar, Mayor
City of Pueblo

EXHIBIT A

MAILING ADDRESSES OF SIGNATORIES

CITY OF PUEBLO
1 City Hall Place
Pueblo, CO 81003

COLORADO STATE HISTORICAL PRESERVATION OFFICE
1200 Broadway
Denver, CO 80203

CONTACT INFORMATION IF ARCHAELOGICAL RESOURCES ARE ENCOUNTERED:

Tom Carr, Staff Archaeologist
Colorado Historical Society
Office of Archaeology and Historic Preservation
303 866 3498
Thomas.carr@chs.state.co.us

AMENDMENT NO. 1 TO
PROGRAMMATIC AGREEMENT BETWEEN THE CITY OF PUEBLO, COLORADO AND THE COLORADO STATE HISTORIC PRESERVATION OFFICE REGARDING THE ADMINISTRATION OF U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT PROGRAMS

THIS AMENDMENT NO. 1 ("Amendment No. 1") to "The Programmatic Agreement Between the City of Pueblo, Colorado and The Colorado State Historic Preservation Office Regarding the Administration of U.S. Department of Housing and Urban Development Programs" is made and entered into this ____ day of _____, _____ by and between the City of Pueblo, a Municipal Corporation (hereinafter referred to as "City") and The Colorado State Historic Preservation Office, hereinafter referred to as the "SHPO".

WHEREAS the SHPO and City have heretofore entered into an Agreement dated December 9, 2019 (hereinafter "the Agreement") wherein the SHPO and City agreed that for all applicable HUD programs, as defined in the Agreement, shall be administered in accordance with the stipulations outlined in the Agreement to satisfy Section 106 responsibilities of the City and HUD.

NOW, THEREFORE, in consideration of the foregoing and the mutual terms and conditions set forth herein, the parties agree as follows:

1. The Agreement is amended by revising Page 2, Section I "Exempted Activities and Non-Exempted Activities", (A) "Activities Not Requiring Review", (1) "General", to add "e. Demolition of properties that are determined to be health and safety hazards and no longer have historical integrity due to irreversible damage as designated through condemnation and/or demolition notice issued and posted by the City of Pueblo.

2. Except as expressly modified by this Amendment No. 1, the Agreement (including any duly executed prior written amendments) shall remain in full force and effect. Except as expressly modified, any obligations remaining to be performed under the original Agreement by either party are not waived or excused in any manner but shall be fully performed in accordance with the terms and conditions of the Agreement as it existed prior to this Amendment No. 1.

IN WITNESS WHEREOF, the SHPO and City have executed this Amendment No. 1 to the Agreement, "The Programmatic Agreement Between the City of Pueblo, Colorado and The Colorado State Historic Preservation Office Regarding the Administration of U.S. Department of Housing and Urban Development Programs" as of the date first above written.

Signed:

COLORADO STATE HISTORIC PRESERVATION OFFICE

By: _____ Date: _____

Dawn DiPrince, Colorado State Historic Preservation Officer

CITY OF PUEBLO

By: _____ Date: _____

Heather Graham, City of Pueblo Mayor

Background Paper for Proposed Action Item

COUNCIL MEETING DATE: March 9, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

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

SUBJECT: AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A FIRST AMENDMENT TO COLORADO DEPARTMENT OF LOCAL AFFAIRS USE COVENANT AND REGULATORY AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE STATE OF COLORADO, BY AND THROUGH THE DEPARTMENT OF LOCAL AFFAIRS, REGARDING THE LONG-TERM USE OF THE PUEBLO SHELTER, LOCATED AT 728 W. 4TH, PUEBLO, CO 81003

SUMMARY:

This ordinance updates a recorded use covenant with the Department of Local Affairs, updating the ownership of the Pueblo Shelter from the Pueblo Rescue Mission to the City of Pueblo, and updates the required beds from 100 to 92.

PREVIOUS COUNCIL ACTION:

There is no previous council action.

BACKGROUND:

In 2019, the previous owner of the Pueblo Shelter received a grant from the Department of Local Affairs to rehabilitate the property at 724–728 West 4th Street, Pueblo, CO 81003. As a condition of that funding, a permanent use covenant was recorded on the property requiring that it be used for homeless sheltering for a minimum of 40 years.

When the City of Pueblo assumed ownership of the shelter in 2024, it was noted that the covenant referenced 100 beds rather than the maximum allowable occupancy of 92 beds. This discrepancy is being corrected as part of the ownership transition. The use covenant remains in effect until August 2059.

FINANCIAL IMPLICATIONS:

There are no financial implications as there is no direct cost associated with entering in this agreement.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

Not Applicable.

ALTERNATIVES:

Council could deny the ordinance and the previous use covenant would remain in place, with the incorrect ownership information and incorrect number of beds.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Recorded Use Covenant
2. Amendment to Use Covenant

ORDINANCE NO.

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A FIRST AMENDMENT TO COLORADO DEPARTMENT OF LOCAL AFFAIRS USE COVENANT AND REGULATORY AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE STATE OF COLORADO, BY AND THROUGH THE DEPARTMENT OF LOCAL AFFAIRS, REGARDING THE LONG-TERM USE OF THE PUEBLO SHELTER, LOCATED AT 728 W. 4TH, PUEBLO, CO 81003

WHEREAS, the City of Pueblo must coordinate with several agencies as part of a process to environmentally clear sites prior to the use of federal funding on the site; and

WHEREAS, the City of Pueblo previously was required to consult with the State Historic Preservation Office on sites that had irreversible damage as designated through condemnation and or demolition notice(s) issues by the City of Pueblo in need of demolition; and

WHEREAS, the only end use of these properties is demolition, regardless of historic value is demolition, and they are beyond repair; NOW, THEREFORE

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

SECTION 1.

Amendment No.1 to the Programmatic Agreement between the City of Pueblo, a Colorado Municipal Corporation, and the State Historic Preservation Office, relating to the City of Pueblo's federal environmental review responsibilities in accordance with Section 104(g) of the Housing and Community Development Act of 1974 [42U.S.C.5304(g)], whereby the Entitlement Community assumes federal agency responsibility for compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (54U.S.C.300101 et seq.), a copy of which is attached hereto and has been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor of the City of Pueblo is hereby authorized and directed to execute said Programmatic Agreement in the name of the City, and the City Clerk is hereby authorized and directed to affix the official seal of the City of Pueblo and attest the same.

SECTION 3.

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

SECTION 4.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____
_____
_____
_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

DocuSign Envelope ID: 6AC5FF55-0BAA-4CF4-AE2C-9816EBA59FBF

When Recorded Return to:
COLORADO DIVISION OF HOUSING
1313 SHERMAN STREET, ROOM 320
DENVER, CO 80203
Attn: Ebony Russell

2146541 08/12/2019 01:11:12 PM
Page: 1 of 4 R 28.00 D 0.00 T 28.00
Gilbert Ortiz Clerk/Recorder, Pueblo County, Co

EXHIBIT F

COLORADO DEPARTMENT OF LOCAL AFFAIRS USE COVENANT AND REGULATORY AGREEMENT

THIS USE COVENANT AND REGULATORY AGREEMENT ("Covenant") is made by Pueblo Rescue Mission, a Colorado nonprofit corporation ("Owner"), whose business address is P.O. Box 9167, Pueblo, CO 81003 fee simple owner of the real property described below, and is effective as of the date appearing beneath Owner's signature at the end of this Covenant.

Owner is a beneficiary of funds through Grant Agreement #H0HSP19082 (the "Funding Agreement") from the State of Colorado, by and through the Department of Local Affairs, for the benefit of the Division of Housing ("Grantor") for use in the rehabilitation of the Pueblo Rescue Mission (the "Project"), located at 724-728 W. 4th Street, Pueblo, CO 81003 (the "Property"), whose legal description is as follows:
LOTS 18-24 BBLK 3 THATCHER+ GAST SUB FORMERLY 05-362-05-007, -013, -108, -019

As a condition precedent to the receipt of the funds, Owner shall promptly record this Covenant with the real property records at the clerk and recorder's office in the county in which the Property is located to ensure that certain rental and occupancy limitations associated with the Grantor's Homeless Solutions Program ("HSP") program are met regardless of ownership.

NOW, THEREFORE, the following is established as a covenant running with the land:

1. **Use Restriction**. For the term of this Covenant, the Property shall be used primarily to provide shelter for Eligible Beneficiaries. Owner shall not demolish any part of the Project or permit the Project to be used for any purpose other than a homeless shelter.
2. **Change in Use**. No change in use is permitted without the express written consent of Grantor.
3. **Affordability Period**. This Covenant shall encumber the Property, without regard to the term of any mortgage or any transfer of ownership, for a period of forty (40) years following the date the Project is complete (the "Project-Close Out Date") as identified in writing to the original recipient of the funds. This period is the "Affordability Period". Repayment of HSP funds shall not terminate the Affordability Period.
4. **HSP-Assisted Beds**. Owner shall designate one hundred (100) beds at the Project as HSP-assisted beds.
5. **Eligible Beneficiaries**. Each HSP-Assisted bed shall be occupied by an Eligible Beneficiaries. "Eligible Beneficiaries" means a household that is Homeless. "Homeless" means individuals and families that lack a fixed, regular, and adequate nighttime residence and is residing in: i). a place not designated for or used for human habitation, including a car, park, abandoned building, bus or train station, airport, camping ground, on the street, etc; ii). a shelter designed to provide temporary living arrangements (including emergency shelter, congregate shelters, transitional housing, hotels and motels paid for by charitable organizations or by government programs); or iii). an institutional setting (correctional facility, substance abuse treatment center, hospital, or psychiatric facility) where they do not have a stable housing situation to which they can return.
6. **Lawful Presence**. Reserved.

Office of County Clerk & Recorder
Pueblo County, State of Colorado
Certified to be a full, True and Correct
Copy of record in my Office.
Book Page
Rec No. 2198541
Date OCT 15 2019
Pueblo County Clerk & Recorder
By Deputy

DocuSign Envelope ID: 6AC5FF55-0BAA-4CF4-AE2C-9816EBA59FBF

2148541 08/12/2019 01:11:12 PM
Page: 2 of 4 R 28.00 D 0.00 T 28.00
Gilbert Ortiz Clerk/Recorder, Pueblo County, Co

7. **Income Eligibility Determinations**. Reserved.
8. **Affordable Rents**. Reserved.
9. **Tenant Selection**. Reserved.
10. **Tenant Protections**. Reserved.
11. **Violence against Women Act ("VAWA")**. Reserved.
12. **Ongoing Property Condition Standards**. Owner shall maintain the Property as decent, safe, and sanitary housing in good repair. Throughout the Affordability Period, Owner shall ensure that the Property is suitable for occupancy, and complies with all applicable health, safety and other codes, ordinances, and requirements, including:
    - 12.1. All applicable State and local code requirements and ordinances,
    - 12.2. HUD's Housing Quality Standards as defined at 24 CFR 982.401, and
    - 12.3. All accessibility standards of the Fair Housing Act (42 USC 3601-20).
13. **Affirmative Marketing**. Reserved.
14. **Recordkeeping**. Owner shall maintain records documenting compliance with this Covenant for the most recent six-year period, until six years after the completion of the Affordability Period.
15. **Monitoring.** Owner shall timely respond to and cooperate with all requests from Grantor, or its designee, for information, or to conduct on-site inspections, for the purpose of determining whether the Property is in compliance with the terms of this Covenant.
16. **Annual Audit**. Reserved.
17. **Enforcement**. Grantor, or its designee, may take legal action to enforce the terms of this Covenant and shall be entitled to all available remedies in law or in equity including, without limitation, specific performance and injunctive relief.
18. **Noncompliance**. Grant funds invested in housing that does not meet affordability requirements for the full Affordability Period must be repaid to the Grantor. If the Property is not used to house Eligible Beneficiaries for the full term of the Affordability Period, Owner shall repay to the State, within sixty days of the State's request, the full amount of the funds disbursed pursuant to the Funding Agreement. Repayment of grant funds shall not terminate the Affordability Period.
19. **Transfers.** This Covenant is a covenant running with the land and shall be binding on Owner's successors, assigns, heirs, grantees and lessees. Owner shall take all steps reasonable and necessary to ensure that the requirements and restrictions of this Covenant are binding on any successor to Owner who acquires an interest in the Property. Owner hereby covenants to include the requirements and restrictions of this Covenant in any document to be executed in connection with the transfer of any interest in the Property to another person or entity to ensure that such transferee has notice of, is bound by, and agrees to abide by the terms of this Covenant. Owner shall not, without the prior written consent of Grantor, Transfer the Property or any interest in the Property. For purposes of this Covenant, "Transfer" shall mean (i) the sale, assignment, transfer, conveyance, disposition, or alienation of an interest in the Property; (ii) the dissolution of Owner; or (iii) the sale, transfer, conveyance or other disposition of all

DocuSign Envelope ID: 6AC5FF55-0BAA-4CF4-AE2C-9816EBA59FBF

2148541 08/12/2019 01:11:12 PM
Page: 3 of 4 R 28.00 D 0.00 T 28.00
Gilbert Ortiz Clerk/Recorder, Pueblo County, Co

of Owner, a sufficient amount of interest such that another entity gains a controlling interest in Owner, or the managing general partner of Owner. The foregoing notwithstanding, the consent of Grantor shall not be required for (i) the sale of obsolete or worn-out furnishings or equipment, (ii) the direct or indirect transfer of an investor member interest in Owner, (iii) the removal and replacement of the managing member of Owner as permitted in the Operating Agreement of Owner, but only if the replacement is the investor member of Owner or an affiliate thereof. Any subsequent replacement of the managing member of Owner shall require the prior written consent of Grantor, which shall not be unreasonably withheld provided such managing member meets Grantor's then current approval standards.

20. **Release**. Upon satisfaction of the terms of this Covenant, and the written request of Owner or the then owner of record, Grantor will execute a release of this Covenant.

21. **Termination.** This Covenant shall terminate upon the date the Property is acquired by foreclosure or transfer in lieu of foreclosure, unless such acquisition is part of an arrangement with the Owner a purpose of which is the termination of this Covenant or the entity or entities acquiring the Property through foreclosure have business ties to the Owner or family ties to a principal of Owner.

22. **Changes in Law**. Until such time as this Covenant is released, Owner shall comply with all laws, regulations, and ordinances applicable to Owner under this Covenant, as such laws, regulations, and ordinances may change from time to time.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

DocuSign Envelope ID: 8AC5FF55-0BAA-4CF4-AE2C-9816EBA59FBF

2148541 08/12/2019 01:11:12 PM
Page: 4 of 4 R 28.00 D 0.00 T 28.00
Gilbert Ortiz Clerk/Recorder, Pueblo County, Co

SIGNATURE PAGE

OWNER

Pueblo Rescue Mission, a Colorado nonprofit corporation

By: Kathryn Cline
Kathryn Cline, Executive Director

State of Colorado)
) ss.
County of Pueblo)

The foregoing instrument was subscribed to and acknowledged before me this 12 day of August, 2019, by Kathryn Cline as Executive Director of Pueblo West Commission

Witness my hand and official seal

KATHERINE ROSE MARIE OSBORNE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20154032029
MY COMMISSION EXPIRES SEPTEMBER 08, 2019

When Recorded Return to:
COLORADO DIVISION OF HOUSING
1313 SHERMAN STREET, ROOM 320
DENVER, CO 80203
ATTENTION: Lukas Kilimann
DOH Contract #H0HSP19082

FIRST AMENDMENT TO COLORADO DEPARTMENT OF LOCAL AFFAIRS USE COVENANT AND REGULATORY AGREEMENT

THIS FIRST AMENDMENT TO USE COVENANT AND REGULATORY AGREEMENT ("First Amendment") is made as of the _____ day of _____, 2025 by The City of Pueblo, a Colorado municipal corporation, (the "Owner"), whose business address is 1 City Hall Place, Pueblo, CO 81003 fee simple owner of certain property further described herein.

Commented [PB1]: Contracting Specialist to handwrite this date in on the two original paper copies as the date that DOH Executive Director signs.

WHEREAS, the Owner is the beneficiary of funds through Grant Agreement #H0HSP19082 ("Funding Agreement") from the State of Colorado, by and through the Department of Local Affairs, for the benefit of the Division of Housing (the "State," "DOLA," or "DOH") to be used for the use in rehabilitation of Pueblo Rescue Mission (the "Project") located at 728 W. 4th Street, Pueblo, CO 81003 (the "Property"), whose legal description is as follows:

LOTS 18-24 BBLK 3 THATCHER+GAST SUB FORMERLY 05-362-05-007, -013, -108, -019

WHEREAS, as a condition to the receipt of the funds, Pueblo Rescue Mission, a Colorado nonprofit corporation (the "Original Owner") executed and recorded that certain Colorado Department of Local Affairs Use Covenant and Regulatory Agreement (the "Covenant") dated August 12, 2019 and recorded August 12, 2019 at Reception #2148541 among the real property records of the Clerk and Recorder of Pueblo County to run with the Property to ensure that certain rental and occupancy limitations associated with the Homeless Solutions Program ("HSP") are met.

WHEREAS, the Project's rehabilitated bed count did not match the bed count listed in the Covenant. This First Amendment will correct the bed count so that it accurately reflects what was actually built.

WHEREAS, Original Owner dissolved and transferred ownership of the Property to the Owner.

WHEREAS, the Owner and the State wish to amend certain terms and conditions contained in the Covenant.

NOW, THEREFORE, the following is established as a covenant running with the Property;

1. **Consideration**. The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this First Amendment.
2. **Limits of Effect**. The Covenant and all prior amendments to the Covenant, if any, remain in full force and effect except as specifically modified herein.
3. **Modifications**. The Covenant is hereby modified as follows:

Section 4, HSP-Assisted Beds, is hereby deleted and replaced with the following:

"4. <u>HSP-Assisted Beds</u>. Owner shall designate ninety-two (92) beds at the Project as HSP-assisted beds.

"

4. **Effective Date**. This First Amendment shall be effective as of the date signed by the State.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE

Owner
City of Pueblo, a Colorado municipal corporation

By:_____
,

State of)
) ss.
County of)

The foregoing instrument was subscribed to and acknowledged before me this _____ day of _____, 2025, by _____ as _____ of _____.

Witness my hand and official seal

_____

APPROVED AND AGREED TO BY THE STATE:

STATE OF COLORADO, by and through the Department of Local Affairs, for the benefit of the Division of Housing

By: _____
Maria De Cambra, Executive Director,
Department of Local Affairs

Date: _____

STATE OF COLORADO)
) ss.
COUNTY OF_____)

The foregoing instrument was acknowledged before me this __ day of _____, 2025, by _____, as _____ of the Department of Local Affairs.

Witness my hand and official seal.

My commission expires: _____

_____
Notary Public

Background Paper for Proposed Action Item

COUNCIL MEETING DATE: March 9, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

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

SUBJECT: AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE COUNTY OF PUEBLO, COLORADO, FOR THE COMMUNITY SERVICES PLANNING ADMINISTRATION AND ACCOUNTABILITY SERVICES AND PROVIDING FOR THE EXECUTION THEREOF, AND RESCINDING RESOLUTION 9903

SUMMARY:

On July 14, 2003, the City of Pueblo entered into an agreement with Pueblo County to create and administer the Community Services Advisory Commission (CSAC). This agreement has been extended since, without revision. This agreement needed updates, and most notably, shifts administrative responsibility from the County to the City, with a payment from the County to the City allocated CSAC funding.

PREVIOUS COUNCIL ACTION:

The City Council has approved the extension of the previous Agreement every year since 2003.

BACKGROUND:

Prior to 2003, the City and County of Pueblo operated separate processes for local non-profits seeking general revenue funds. In 2003, the two entities entered into an agreement to streamline the process and establish the Community Services Advisory Commission (CSAC). Under this agreement, the City of Pueblo administers the funding process. The agreement is structured as a one-year term and has been renewed annually since its inception.

Throughout 2025, three work sessions were held to discuss non-departmental funding, including two joint sessions between the Board of County Commissioners and City Council. During these discussions, both bodies expressed interest in establishing clearer limitations and priorities for funding. As a result, several guiding priorities were developed, including giving preference to first-time applicants, organizations that did

not receive funding in the prior year, and applicants seeking non-operational funding. These priorities are not intended to exclude organizations that fall outside these categories. Rather, they are designed to encourage broader participation, diversify the distribution of assistance, and reduce long-term reliance on the program.

FINANCIAL IMPLICATIONS:

During the 2026 budget process, City Council approved a total funding level of $550,000 for this initiative. Based on information provided by the County Commissioners, Pueblo County will contribute $490,000 toward the program. Of the County's contribution, $30,000 will be transferred to the City of Pueblo to support administration of the commission, including funding a part-time position to assist with program oversight.
The adoption of this ordinance also accepts the recommendations attached from CSAC.

BOARD/COMMISSION RECOMMENDATION:

Since 2003, the Community Services Advisory Commission has provided funding recommendations to both the City and the County for service delivery.

In 2025, the Commission participated in work sessions with the City Council and the Board of County Commissioners and was actively involved in discussions regarding potential restrictions on the use of funding. While no consensus was reached among members, several expressed concerns about prioritizing or limiting funding based on operational expenses or on the frequency with which an applicant receives awards (for example, organizations funded every year).

STAKEHOLDER PROCESS:

There are no required or recommended stakeholder processes attached to this action.

ALTERNATIVES:

The City or the County could choose to return to the processes in place prior to 2003 or choose to continue to previous dated iteration of this contract.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. CSAC Agreement
2. 2026 CSAC Recommendations_Final

ORDINANCE NO.

AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE COUNTY OF PUEBLO, COLORADO, FOR THE COMMUNITY SERVICES PLANNING ADMINISTRATION AND ACCOUNTABILITY SERVICES AND PROVIDING FOR THE EXECUTION THEREOF, AND RESCINDING RESOLUTION 9903

WHEREAS, both City and County provide significant funding to local non-profit community service organizations serving the needs of local residents; and

WHEREAS, City and County each have staff employees providing essentially the same functions with respect to the funding, contracting and compliance monitoring of such organizations; and

WHEREAS, it is in the best interests of the City and County to consolidate and cooperate in relation to the funding, contracting and compliance monitoring of local non-profit community service organizations through CSAC;

WHEREAS, The County has provided oversight of CSAC in the past;

WHEREAS, the City and County desire to shift oversight of CSAC to the City; and

WHEREAS, the parties to this Agreement desire to enter into a written agreement which sets forth their arrangement for consolidation of activities and cooperation with respect to funding, contracting and compliance monitoring of such organizations; and

WHEREAS, each party hereto has the authority, capacity and ability to undertake the functions and activities which comprise the subject matter of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions set forth herein, the parties hereto do mutually agree as follows:

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

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

SECTION 1.

The Agreement for Community Services Planning, Administration, and Accountability Services between the City of Pueblo, a Colorado municipal corporation and the County of Pueblo (the “Agreement”), a copy of which is attached and incorporated herein, having been approved as to form by the City Attorney, is hereby approved. Except to the extent budgeted and appropriated, no funds of the City may be used for any purpose under the Agreement unless duly authorized by the City Council.

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 and Documents 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 Agreement to effectuate the transactions described therein.

SECTION 4.

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

SECTION 5.

Resolution 9903 is hereby rescinded in its entirety. 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

AGREEMENT FOR COMMUNITY SERVICES PLANNING, ADMINISTRATION AND ACCOUNTABILITY SERVICES

THIS AGREEMENT ("Agreement") is made and entered into the last date written below by and between the City of Pueblo, a Municipal Corporation (hereinafter "City") and the Board of County Commissioners of the County of Pueblo (hereinafter "County").

WHEREAS, both City and County provide significant funding to local non-profit community service organizations serving the needs of local residents; and

WHEREAS, City and County each have staff employees providing essentially the same functions with respect to the funding, contracting and compliance monitoring of such organizations; and

WHEREAS, it is in the best interests of the City and County to consolidate and cooperate in relation to the funding, contracting and compliance monitoring of local non-profit community service organizations through CSAC;

WHEREAS, The County has provided oversight of CSAC in the past;

WHEREAS, the City and County desire to shift oversight of CSAC to the City; and

WHEREAS, the parties to this Agreement desire to enter into a written agreement which sets forth their arrangement for consolidation of activities and cooperation with respect to funding, contracting and compliance monitoring of such organizations; and

WHEREAS, each party hereto has the authority, capacity and ability to undertake the functions and activities which comprise the subject matter of this Agreement.

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. Definitions.

As used herein, the following terms shall have the meaning set forth below:

"Board of" shall mean the Board of County Commissioners of Pueblo County;

"City Department" shall mean the Department of Housing and Citizen Services of the City of Pueblo;

"City Director" shall mean the Director of the City Department or Director's designee;

"Community Services" means the provision of materials, services or facilities to serve otherwise unmet needs of residents of City or County in any of the following areas: elderly assistance; childcare; assistance for the disabled; suicide prevention; youth services; homeless services; nutrition; health care; recreation; historic preservation; family planning; cultural programs; economic development; and environmental programs;

"Community Services Advisory Commission" or *"Commission"* shall mean the advisory board created under this Agreement;

"Council" shall mean the City Council of City;

"County Department" shall mean the Pueblo County Department of Housing and Human Services;

"County Director" shall mean the Director of the County Department;

"General Funds" shall mean any funds of either City or County which are not attributable to a federal or state grant, loan or contract or to a gift or bequest;

"Service Agency" shall mean a nonprofit organization qualified as an Internal Revenue Code 50l(c)(3) organization which performs one or more of the Community Services as defined in this Agreement.

2. Establishment of Community Services Advisory Commission.

(a) There is hereby established an advisory commission to be known as the Community Services Advisory Commission. The Commission shall be comprised of two non-voting members in accordance with section 2(c) of this Agreement and fifteen (15) voting members appointed in accordance with section 2(b) of this Agreement.

(b) One voting member shall be the person holding the position of Director of United Way of Pueblo County, Colorado, Inc., a Colorado Nonprofit Corporation ("United Way"). The Board and Council shall each appoint three of its members to a committee (the "Selection Committee") which shall, consistent with the requirements of this paragraph, make recommendations to the Board and full Council regarding the appointment of the remaining fourteen (14) voting members of the Commission. The remaining fourteen (14) voting members, not less than seven (7) of which shall be residents of the City, shall thereafter be appointed jointly by the Board and the Council after consideration of the recommendations of the Selection Committee. A reasonable effort shall be made by the Selection Committee to recommend, and the Board and Council to appoint, as the remaining voting members to the Commission, persons who are knowledgeable in or broadly representative of interests in the following areas: senior

services, early childhood development, disabled persons, health care, mental health, youth services and activities, arts and culture, recreation, economic development, private foundations, faith-based organizations, and education. No voting member shall be affiliated with a Service Agency receiving or applying for General Funds as an employee, officer, director or board member of the Service Agency, nor shall any voting member be an employee of either the City or County or any affiliated entity. In the case of the initial appointments, three (3) members shall serve a term of one (1) year, four (4) members shall serve a term of two (2) years, four (4) members shall serve a term of three (3) years, and three (3) members shall serve a term of four (4) years. All succeeding appointments shall be for four (4) years, except that in the case of any appointment to fill a vacancy occurring during an unexpired term of a member, the appointment shall only be for the remainder of the unexpired term.

(c) The City Director and County Director (or their designee) shall serve as non-voting *ex officio* members of the Commission.

(d) Members of the Commission shall select a chair from among its members and may fill such other offices as it may deem necessary.

(e) Members of the Commission shall serve without compensation.

3. Functions and Responsibilities of the Commission.

The functions of the Commission shall be to: provide for a public process for receipt and evaluation of proposals from Service Agencies which desire to provide Community Services using General Funds provided by either City or County and other allocated funds which may be provided by the City or the County (hereinafter "Proposals"); review, analyze, and comment upon the Proposals; and make recommendations to the Board of County Commissioners and City Council regarding such Proposals, taking into account assessment of needs in the Community, the amount or amounts of anticipated and actual General Funds and other allocated County funds, and direction provided from time to time by the Board and Council.

4. Powers and Duties of the Commission.

The powers and duties of the Commission shall be as follows:

(a) To cooperate with Service Agencies, City Director, County Director and the staff of City Department and County Department in effectuating the intent and purpose of this Agreement; and

(b) To coordinate with United Way to assure that funding provided by City and County is designed to best serve the needs of City and County residents;

(c) To receive, evaluate and make advisory recommendations upon, proposals for

allocated funding of Community Services from General Funds anticipated to be available from City and County and other allocated County funds anticipated to be available from County;

(d) To meet as necessary and to hold informal hearings on proposals for funding of Community Services in order to obtain relevant and necessary information with which to make fiscal funding recommendations to be provided to elected officials; and

(e) To choose its own officers and to create such subcommittees as, in its judgment, will aid in effectuating its other purposes; and

(f) To make reports to Council and the Board as requested by Council or Board; and

(g) To adopt bylaws and rules as necessary to effectuate the intent of and policy statements set forth in this Agreement; provided, however, that such bylaws and rules shall not become effective unless and until approved by both Board and Council; and

(h) To provide monitoring oversight, through on-site visits and other means, on the use of General Funds and other allocated County funds by Service Agencies to assure that funds are properly managed and expended in accordance with contracts between the Service Agencies and Board or Council.

5. Policy Guidance for Commission.

The following policy statements are hereby adopted by Board and Council for the guidance of the Commission, City Department and County Department:

(a) City and County are committed to working together with a collaborative process for planning, contracting and compliance monitoring with respect to funding of Service Agencies. \

(b) In general, funding recommendations should attempt to reasonably allocate available funding based upon the criteria and guidelines set forth in Exhibit A of this agreement. The commission may develop criteria in order to serve the most important otherwise unmet Community Services needs of the Community, so long as it is consistent with Exhibit A; and to the extent consistent with the foregoing, giving priority within any particular category of Community Services to those proposals reaching or serving the greatest number of persons having need within the category.

(c) Board and Council each specifically reaffirm that this Agreement is not intended to, nor does it, delegate any legislative or budget authority vested in or reserved to Board or Council. Board and Council shall each retain their respective independent authority to accept or reject any recommendation of the Commission, to establish in its own budget process the overall level of funding from General Funds and other allocated County funds for Community Services, and to

determine both the selections of recipients and amounts of such funding for such Service Agencies, if any.

(d) Notwithstanding the foregoing, Board and Council shall jointly meet at least once each year prior to July 1 during the term of this Agreement for the purpose of determining the funding level for the following year.

(e) Faith-based organizations shall be permitted to participate in the funding process provided that General Funds and other allocated County funds are not used to directly fund religious activities or functions.

6. Responsibilities of City Department of Housing and Citizen Services.

The City Department shall have the responsibilities, and provide the specific functions and services, set forth below:

(a) The City Director (or his/her designee) will act as the lead administrator for all activities contemplated by this Agreement, and shall directly supervise the staff of the City Department.

(b) The City Director and staff of City Department will consult and collaborate with the County Director and such County staff as may be designated by the County Manager.

(c) Under the supervision of the City Director, the City Department shall:

(i) Serve as staff to the Commission, including preparation of meeting agendas and mailings and attendance at meetings; draft reports, budgets and correspondence; and perform all other actions necessary or desirable for the Commission to serve its intended functions.

(ii) Participate in meetings with community groups and organizations that are involved in assessing Community Services needs in the community.

(iii) Prepare and cause to be published or distributed Requests for Proposals including applications in consultation with the CountyDirector, Commission and United Way.

(iv) Receive, review and critique Proposals submitted by Service Agencies.

(v) Prepare charts, spreadsheets and other comparative materials and media for evaluation of Proposals for funding.

(vi) Prepare contracts for execution by City or County and Service Agencies, using forms approved by the respective local government.

(vii) Perform periodic contract monitoring of each Service Agency receiving funding with General Funds from City or County, including both financial and performance reviews. Generally, monitoring shall include desk audits of quarterly financial and programmatic reports provided by Service Agencies, on-site visits to the Service Agencies' facilities on a risk-based frequency, phone reviews as necessary, and development of corrective action plans, notices of default and other actions to obtain full contract compliance by Service Agencies.

(viii) Process Service Agency requests for payment and communicate regularly with the City's Department of Finance and County's Budget Office with respect to periodic disbursements to Service Agencies.

(ix) Prepare and provide to the Commission, Board and Council, quarterly reports on its activities and the Service Agencies receiving General Funds.

(x) Provide planning and technical assistance to Service Agencies which may include: assistance with applications for funding, assistance with adopting and implementing necessary accounting policies and procedures; troubleshooting fiscal or programmatic issues; assistance in locating additional funding; and sponsorship of community workshops and training relating to the subject matter of this Agreement.

(xi) Perform all necessary or desirable accounting, data entry, word processing and clerical activities necessary to effectuate the foregoing functions.

7. **Payments by County to City.**

In order to partially defray City's costs and expenses in performing services under this Agreement which in part relate to County's funding of Service Agencies, while reducing County's costs and expenses through the avoidance of duplication of services, County agrees to pay to City compensation ("Compensation") in the amount of $30,000 for each year of the term of this Agreement for services provided and expenses incurred hereunder. Payment of Compensation hereunder shall be in quarterlyinstallments, each equal to 1/4 of the total annual Compensation.

8. Term of Agreement.

Subject to annual appropriation for years after 2026, the initial term of this Agreement shall be from January 1, 2026 to December 31, 2026, unless sooner terminated as provided herein. By mutual agreement of the parties in writing, this Agreement maybe extended for successive additional one (1) year terms.

9. Termination of Agreement.

(a) For Cause. This Agreement may be terminated by either party for cause, including any nonperformance by the City or non-payment by the County, upon ten (10) days written notice to the other party including a statement of the reasons therefor.

(b) For Convenience. This Agreement may be terminated by either party without cause upon ten (10) days written notice to the other party.

___ (c) Post Termination Procedures. In the event of termination, City shall turn over all materials and contracts involving County funding to County Director, cease further work and the City shall be entitled to receive just and equitable compensation for satisfactory work performed through the date of termination for which compensation has not previously been paid. In no event shall the amount of payment in the event of termination, when added to payments already made by County during any term, result in exceedance of the amount provided in Section 7 of this Agreement.

10. Assignability.

This Agreement shall not be assigned or transferred by either party without the prior written consent of the other party. Any assignment or attempted assignment made in violation of this provision shall, at the non-assigning party's election, be deemed void and of no effect whatsoever.

11. Conflict of lnterest.

Each party certifies that neither it nor any members of its Board of County or Council of City, or their respective officers or employees has or will derive any personal or financial interest or benefit from the activity or activities assisted pursuant to this Agreement, nor has an interest in any contract, subcontract or agreement with respect thereto, nor the proceeds thereunder, either for themselves or for those with whom they have family or business ties, during their tenure and for one year thereafter. Each party shall avoid all conflicts of interest which are prohibited by applicable law and regulations.

12. City Recordkeeping.

City shall maintain records as to work performed, services provided, and reimbursable expenses (if any) incurred in performing the functions to be performed by City Department hereunder, including the Scope of Services. City shall also keep and maintain accounting records in accordance with accounting standards for governmental entities. County shall have the right to inspect and copy, during reasonable business hours, all books, documents, papers and records, including accounting records of the City, which relate to this Agreement for the purpose of making an audit or examination. Upon completion of the work and end of the term of this Agreement, the County may require that a copy of all of City's financial and other records relating to this Agreement be turned over to County.

13. Inquiry by County.

Notwithstanding anything in this Agreement, at the request of Council, or for any other reason, County Department shall have the right, but not the duty, to make separate inquiry of, and perform whatever additional monitoring or inquiry may, in its opinion, be necessary with respect to, any contract for Community Services or Service Agency receiving or which has received funding from County.

14. County Oversight.

The County shall have the right to monitor and evaluate the progress and performance of the City Department to assure that the terms of this Agreement are being satisfactorily fulfilled. The County Department may review the City's performance using on-site visits, progress reports required to be submitted by the City, audit findings, disbursement transactions and contact with the City as necessary. If requested, the Cityshall furnish to the County quarterly program and financial reports of its activities in such form and manner as may be requested by the County. City and City Department shall fully cooperate with County relating to such monitoring and evaluation.

15. Liability; Insurance.

As to the County, City agrees to assume the risk of all personal injury, including death and bodily injury, and damage to and destruction of property, including loss of use therefrom, caused by or sustained, in whole or in part, in conjunction with or arising out of the performance or nonperformance of this Agreement by City or by the conditions created thereby; provided, however, that nothing in this paragraph is intended, nor should it be construed, to create or extend any 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 under or by virtue of federal or state law, including but not limited to the Colorado Governmental Immunity Act, C.R.S. §24-10-10 I, City shall provide and maintain Workers' Compensation insurance coverage or self insurance on its employees complying with the requirements of state Jaw.

16. Equal Employment Opportunity.

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

17. Entire Agreement; Amendments.

The provisions set forth in this Agreement, and all Exhibits and attachments to this Agreement, if any, constitute the entire and complete agreement of the parties hereto and supersede all prior proposals, written and oral agreements, if any, understandings or representations related

thereto. No amendment or modification of this Agreement, and no waiver of any provision of this Agreement, shall be binding unless made in writing and executed by the duly authorized officers of both the County and City.

18. Signatures.

The persons signing this Agreement on behalf of each party represent and warrant that such persons and their respective party have the requisite power and authority to enter into, execute and deliver this Agreement and that this Agreement is a valid and legally binding obligation of such party enforceable against it in accordance with its terms.

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

CITY OF PUEBLO, COLORADO

By: _____
Heather Graham, Mayor

Address: 1 City Hall Place
Pueblo, Colorado 81003

Date: _____

Attest:

_____
Marisa Stoller, City Clerk

COUNTY OF PUEBLO, COLORADO

By: _____
Chair, Board of County Commissioners

Address: 215 W. 10th Street
Pueblo, Colorado 81003

Date: _____

Attest:

_____
Candice Rivera, County Clerk and Recorder

-

EXHIBIT "A"
TO
AGREEMENT FOR COMMUNITY SERVICES PLANNING, ADMINISTRATION AND ACCOUNTABILITY SERVICES

The **Board of Pueblo County Commissioners** and the **Pueblo City Council** agree that funding recommendations shall be made in accordance with the following base criteria:

In general, funding recommendations should reasonably allocate available resources based on these criteria. The Commission may establish additional criteria to address significant, otherwise unmet Community Services needs, provided such criteria remain consistent with the standards outlined below. Within each category of Community Services, priority shall be given to proposals that reach or serve the greatest number of individuals in need.

1. Funding Priorities: Elderly assistance; childcare; assistance for the disabled; suicide prevention; youth services; homeless services; nutrition; health care; recreation; historic preservation; family planning; cultural programs; economic development; and environmental programs.'
2. Eligible Applicants:
    a. Applicant must be based in Pueblo, or clearly demonstrate the funding is serving Pueblo citizens.
    b. Applicant must be a tax-exempt organization.
    c. Faith-based organizations shall be permitted to participate in the funding process provided that General Funds and other allocated County funds are not used to directly fund religious activities or functions.
3. Priority Consideration of applications:
    a. Priority should be given to applicants that did not receive funding the prior year.
    b. Priority should be given to first-time applicants.
    c. Priority should be given to programmatic applications over applications seeking general operating funding. Priority should be given to applicants providing low to moderate income childcare services.

-

-

2026 CSAC Funding Recommendations

BUDGET $955,500

Applying Agency	2026 Request	2026 Recommend
A Caring Pregnancy Center	50,000.00	25,964.00
Bit of Freedom	15,000.00	5,335.00
Boys & Girls Clubs of Pueblo County	250,000.00	80,357.00
CASA of Pueblo	35,000.00	28,438.00
Catholic Charities	100,000.00	54,625.00
Center for Disabilites - Center Toward Self Reliance	8,000.00	5,877.00
Colorado Bluesky Enterprises	300,000.00	40,000.00
Crossroads Turning Points	35,000.00	16,680.00
East Side Child Care	60,000.00	45,969.00
First Tee-Southern Colorado	10,000.00	3,935.00
Juniper Southern Colorado (rape crisis services)	31,255.00	31,000.00
Mariposa Center for Safety (fka YWCA)	200,000.00	94,750.00
Mt. Carmel Veterans Service Center	30,000.00	13,714.00
Posada	200,000.00	99,879.00
Pueblo Arts Alliance	85,000.00	12,500.00
Pueblo Child Advocacy Center	60,000.00	42,344.00
Pueblo Community Soup Kitchen	47,367.00	47,367.00
Pueblo Cooperative Care Center	60,000.00	40,564.00
Pueblo Diversified Industries	49,990.00	21,080.00
Pueblo Hispanic Education Foundation	20,000.00	8,978.00
Pueblo Municipal Band	20,000.00	7,835.00
Pueblo Railway Foundation	20,973.00	7,544.00
Pueblo Zoo	15,000.00	11,002.00
Ronald McDonald Hose Charities of Southern Color	50,000.00	11,938.00

Sangre de Cristo Volunteers for Community	10,000.00	10,000.00
SEL Tutoring	13,739.00	13,739.00
Servivios de la raza	50,000.00	45,315.00
Southside Children's Center	100,000.00	56,156.00
Spark the Change Colorado's Mental Wellness	18,000.00	8,626.00
SRDA	85,000.00	37,295.00
Steelworks Center of the West	79,000.00	9,112.00
The Arc of Pueblo	10,000.00	7,970.00
Pueblo County Historical Society	29,073.00	9,112.00
Humane Society of the Pikes Peak Region	10,000.00	-
Latino Chamber of Commerce	34,000.00	-
Nature & Wildlife Discovery Center	50,000.00	-
Pueblo Downtown Association	23,500.00	-
Pueblo Food Project	58,800.00	-
Sangre de Cristo Arts & Conference Center	30,000.00	-
		-
		-
	2,353,697.00	955,000.00

Background Paper for Proposed Action Item

COUNCIL MEETING DATE: March 9, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

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

SUBJECT: AN ORDINANCE AWARDING AND APPROVING AN OPERATING AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND BOYS & GIRLS CLUBS OF PUEBLO INC., A COLORADO NON-PROFIT CORPORATION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This ordinance authorizes the City of Pueblo to provide $50,000 to the Boys & Girls Clubs of Pueblo County to support Fifth Day programming for 25 youth and to fund a portion of three staff positions needed to operate the program across multiple Club sites. The Boys & Girls Clubs will use the funds solely for these approved, eligible purposes.

PREVIOUS COUNCIL ACTION:

The Boys and Girls club has been supported in various ways through the City of Pueblo in the last five years, including funding from the City of Pueblo non-departmental, Community Development Block Grant funding, annual allocations through the Community Services Advisory Commission.

BACKGROUND:

The Boys & Girls Clubs of Pueblo County provide year-round, evidence-based youth development services that promote public safety, academic success, and community well-being, particularly for low-income and at-risk youth. As outlined in the background paper, the organization has the capacity, accountability systems, and community trust necessary to deliver high-quality programming aligned with the City Charter's requirements for public purpose, welfare, and safety. The $50,000 allocation represents a cost-effective investment in structured Fifth Day programming, which allows for programming on Friday's when students are not in school.

FINANCIAL IMPLICATIONS:

On November 24, 2025, the City of Pueblo's 2026 budget was approved. This funding was budgeted and appropriated in account 10180200-58134.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

Not Applicable.

ALTERNATIVES:

Denying this Resolution will result in the budgeted and appropriated funding not being deployed.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Boys Girls Club Subrecipient Agreement 2026 LP review

ORDINANCE NO.

AN ORDINANCE AWARDING AND APPROVING AN OPERATING AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND BOYS & GIRLS CLUBS OF PUEBLO INC., A COLORADO NON-PROFIT CORPORATION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, An amendment to the budget was made by Councilor Martinez to support Boys and Girls Club in the amount of $50,000 in 2026; and

WHEREAS, This funding was approved by City Council in the 2026 budget on November 24, 2025.

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

SECTION 1.

The Operating Agreement, a copy of which is attached and incorporated herein, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

SECTION 5.

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

SECTION 6.

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

Council.

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____
_____
_____
_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

OPERATING 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 Boys & Girls Clubs of Pueblo INC of Pueblo, CO, a Colorado Non-Profit Organization dba Boys and Girls Club, hereinafter referred to as "Boys and Girls Club" (collectively referred to as "Parties") for this subrecipient agreement.

WHEREAS, An amendment to the budget was made by Councilor Martinez to support Boys and Girls Club in the amount of $50,000 in 2026; and

WHEREAS, This funding was approved by City Council in the 2026 budget on November 24, 2025.

Commented [LP1]: It looks like the resolution that passed City Council at this meeting was just $1,400 for a December 2025 program (not the 2026 budget), though I could be missing something. Either way, I'd prefer to word this section differently, as a lone council member cannot actually amend the budget.

Commented [MC2R1]: It was amended at the time of budget approval, and was done properly with a motion, second and vote. This is correct.

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. BOYS AND GIRLS CLUB OBLIGATIONS

Boys and Girls Club will use the funding for only for the approved eligible uses outlined below

a. Fifth Day Programming for 25 youth over the course of a year
b. A portion of three staff positions to support the programming throughout multiple sites (hereinafter the "Program")

Commented [LP3]: Are there residency requirements for the enrollees of this program? I think we would perhaps want to include more of a description of our requirements for the programming they are being contracted to provide.

Commented [MC4R3]: There are not residency requirements in this program. Generally with children, it is difficult to collect that type of documentation so we look at other metrics for reporting

2. TERM OF AGREEMENT

The term of this Agreement shall be from January 1, 2026 to December 31, 2026 ("Term"), unless extended or sooner terminated as herein provided. Upon expiration of the Term, the Parties may extend this Agreement for an additional one-year term, provided Boys and Girls Club 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 Boys and Girls Club, upon written notice of nonperformance to Boys and Girls Club 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 thirty days prior written notice.

(c) Post Termination Procedures: In the event of termination for any reason, any unspent funds awarded pursuant to this agreement shall immediately become the sole and separate property of the City and Boys and Girls Club shall perform all acts and execute all instruments necessary to transfer and assign such property, funds, and income to City.

4. ASSIGNABILITY

This Agreement shall not be assigned or transferred by Boys and Girls Club 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.

5. PROGRAM RECORDS

Boys and Girls Club 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.

6. 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 Boys and Girls Club's performance using on-site visits, progress reports required to be submitted by the Boys and Girls Club, audit findings, disbursements transactions, and contact with the Boys and Girls Club as necessary. Such reviews shall occur no less than annually.— To assist City with its reviews, Boys and Girls Club shall furnish to the City monthly program and financial reports of its activities in such form and manner as may be requested by the City. In addition, Boys and Girls Club 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 on the first day of the calendar quarter and include the following information:

   Reports are due quarterly and required prior to submitting an invoice for reimbursement. The following information must be included in the report.

   1. Number of individuals served
   2. Applicable demographics of individuals served
   3. Impact assessment – Report on the impact of the programs on individuals served, such as improved nutrition, health and overall well being.
   4. Financial – Amount of grant funding spent during the quarter or invoiced period.

b. Boys and Girls Club shall fully cooperate with the City relating to such monitoring and evaluation. 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 Boys and Girls Club has (i) failed to use the funds consistent with the Program as represented ~~in its funding application~~to City Staff, (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.

7. BOYS AND GIRLS CLUB FILES AND INFORMATION REPORTS

Boys and Girls Club 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.

Commented [LP5]: Will they be able to evaluate this?

Commented [MC6R5]: They often keep information, though not on the individual level. We can remove.

Commented [LP7]: Did they provide a funding application? That might be helpful in drafting more detailed programming requirements in Section 1, and we may wish to incorporate it into the agreement as an exhibit.

Commented [MC8R7]: They did not because this was created in the budget. I made an amendment.

Commented [LP9]: Do we want to require them to maintain records of, or report, participant attendance?

Commented [MC10R9]: That should be addressed in section a. above.

8. INDEPENDENCE OF BOYS AND GIRLS CLUB

Nothing herein contained nor the relationship of Boys and Girls Club to City, which relationship is expressly declared to be that of an independent contractor, shall make or be construed to make Boys and Girls Club or any of Boys and Girls Club's agents or employees the agents or employees of the City. Boys and Girls Club shall be solely and entirely responsible for its acts and the acts of its agents, employees, and subcontractors. It is expressly understood and agreed that Boys and Girls Club's agents, employees, or other personnel shall not be entitled to any payroll, insurance, unemployment, worker's compensation, retirement, or any other benefits whatsoever from City.

9. LIABILITY, INSURANCE

☐ Boys and Girls Club is receiving $20,000 or less, which will categorically exclude the organization from meeting the insurance requirements of this Section 9.
☒ Boys and Girls Club is receiving more than $20,000, which will require compliance with this Section 9.

(a) As to the City, Boys and Girls Club agrees to assume the risk of all personal injury, including death and bodily injury, and damage to and destruction of property, including loss of use therefrom, caused by or sustained, in whole or in part, in conjunction with or arising out of the performance or nonperformance of this Agreement by Boys and Girls Club or by the conditions created thereby. Boys and Girls Club further agrees to indemnify, defend, and save harmless the City, its officers, agents, and employees, from and against all claims, liabilities, costs expenses, penalties and attorney fees arising from such injuries to persons or damages to property or based upon or arising out of the performance or nonperformance of this Agreement by Boys and Girls Club or out of any violation by Boys and Girls Club of any statue, ordinance, rule, or regulation.

(b) Boys and Girls Club 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 Boys and Girls Club, Boys and Girls Club's agents, representatives, employees, or subcontractors, and participants in any of Boys and Girls Club'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.

(c) Boys and Girls Club 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).

(d) The minimum insurance coverage which Boys and Girls Club 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.

(e) Boys and Girls Club 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. Boys and Girls Club shall furnish a certificate of insurance certifying such coverage to City's Director of Finance upon execution of this Agreement.

10. PERA LIABILITY

Boys and Girls Club 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. Boys and Girls Club 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, constitute the entire and complete agreement of the parties hereto and supersede all prior written and oral agreements, understandings or representations related thereto. No amendment or modification of this Agreement, and no waiver of any provisions of this Agreement shall be binding unless made in writing and executed by the duly authorized officers of both the Boys and Girls Club 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. NON-DISCRIMINATION

Boys and Girls Club shall not in any manner discriminate against any person otherwise qualified and capable because of race, color, sex, marital status, age, religion, disability, national origin, or veteran status. Boys and Girls Club agrees to comply with applicable federal and state law and regulations concerning non-discrimination.

14. 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.

15. AUTHORITY FOR SIGNATURES; ELECTRONIC SIGNATURES

(a) The persons signing this Agreement on behalf of Boys and Girls Club represent and warrant that such persons and Boys and Girls Club 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 Boys and Girls Club enforceable against Boys and Girls Club, its successors, and authorized assigns, 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.

16. 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. Nothing herein shall be deemed to create an ongoing financial obligation of City.

(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. Notwithstanding any other provision of this Agreement, with respect to any financial obligation of City which may arise under this Agreement in any fiscal year, in the event the budget or other means of appropriations for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure shall not constitute a default by or breach of this Agreement, including any sub-agreement, attachment, schedule or exhibit thereto, by the City. City may in its sole and absolute discretion terminate this Agreement for reasons of non-appropriation immediately upon written notice without causing default or breach.

17. RIGHTS OF THIRD PARTIES

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 Boys and Girls Club 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

_____	By_____
City Clerk	Heather Graham, Mayor
[S E A L]	
	Boys and Girls Club of Pueblo, Inc. DBA BOYS AND GIRLS CLUB
ATTEST:	
By_____	By_____
Signature	Signature
Name_____	Name_____
Title_____	Title_____

EXHIBIT A
BUDGET

Organization	Eligible Use	Amount
Boys & Girls Club of Pueblo	Fifth Day Programming, Salaries	$50,000.00

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.

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: March 9, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: AN ORDINANCE APPROVING THE 1ST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION ("CITY"), AND THE STATE OF COLORADO, COLORADO ENERGY OFFICE (CEO), FOR THE GEOTHERMAL GRANT FIRE STATIONS 6, 8, AND 11, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance approves the 1st Amendment of an Intergovernmental Agreement ("IGA") between the City of Pueblo, a Colorado Municipal Corporation ("City") and the State of Colorado, Colorado Energy Office (CEO) relating to the Geothermal Grant for the Fire Stations 6, 8 and 11.

PREVIOUS COUNCIL ACTION:

Ordinance 10903 (February 24, 2025) created project accounts CI2451, CI2452 and CI2453 for Geothermal Grant for Fire Stations 6, 8, and 11, approved an IGA between the City of Pueblo and CEO in the amount of $90,000.00 for each fire station, and budgeted and appropriated total funding of $270,000.00.

BACKGROUND:

The City submitted a Geothermal Energy Grant Program grant for improvements to each of the three new fire stations that the City is currently constructing. The City of Pueblo and the City of Pueblo Fire Department have committed to electrification in the construction of the three new fire stations. To reduce potential grid impacts and to improve winter resiliency, we are leveraging geothermal resources. The design process included evaluation of several design alternatives prior to the present focus on geothermal energy and a geoexchange system. In addition, we completed a geothermal test well to validate the suitability of these sites for geoexchange. The geothermal systems are coupled with high efficiency VRF and ERV HVAC systems within the fire houses along with high efficiency lighting and building envelope.

This amendment extends the timeframe for completion of the closeout of the grant.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this Ordinance would deny extending the grant deadlines.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. Amend-2 CEO IGA_City of Pueblo
2. Agreement_Geothermal_Grant_

ORDINANCE NO.

AN ORDINANCE APPROVING THE 1ST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION ("CITY"), AND THE STATE OF COLORADO, COLORADO ENERGY OFFICE (CEO), FOR THE GEOTHERMAL GRANT FIRE STATIONS 6, 8, AND 11, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

The 1st Amendment to the Intergovernmental Agreement ("IGA") between the City of Pueblo, a Colorado Municipal Corporation, and State of Colorado, Colorado Energy Office (CEO), Geothermal Grant Fire Stations 6, 8, and 11 Project, a copy of which is attached, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

Action by City Council:

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

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

State of Colorado Intergovernmental Grant Agreement

Cover Page

State Agency

Colorado Energy Office

Grantee

City of Pueblo

Grant Amount

State Fiscal Year 2025

$270,000.00

State Fiscal Year 2026 Any unspent funds from SFY25

Total for all State Fiscal Years

$270,000.00

Grant Issuance Date

The Effective Date

Grant Expiration Date

June 30 , 2026

Fund Expenditure End Date

June 30 , 2026

Agreement Authority -

Authority to enter into this Agreement exists in CRS §24-38.5-101, et seq., and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment under HB-22-1381.

Grant Purpose

The purpose of this Agreement is to provide grant funding to Grantee to support its Geothermal Electricity Generation project. Grantee was awarded as result of the competitive Single Structure Geothermal Energy Grant Program Request for Applications (RFA) released on November 14, 2023.

Exhibits and Order of Precedence

The following Exhibits and attachments are included with this Agreement:

1. Exhibit A, Statement of Work.
2. Exhibit B, Project Budget and Payment Conditions.
3. Exhibit C, Sample Option Letter.

In the event of a conflict of inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

1. Colorado Special Provisions in §17 of the main body of this Agreement.
2. The provisions of the other sections of the main body of this Agreement.
3. Exhibit A, Statement of Work.
4. Exhibit B, Project Budget and Payment Conditions.
5. Exhibit C, Sample Option Letter.

Principal Representatives

For the State:

Bryce Carter
Colorado Energy Office
1600 Broadway Street
Suite 1960
Denver, CO, 80202
bryce.carter@state.co.us

For Grantee:

Kelly Grisham
City of Pueblo
PO Box 1427

Pueblo, CO, 81002
kgrisham@pueblo.us

Signature Page

The Parties hereto have executed this agreement

Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such signature.

Grantee

City of Pueblo

_____

By: Heather Graham, Mayor

Date: _____

Grantee

City of Pueblo

_____

ATTESTED BY: Marisa Stoller, City Clerk

Date: _____

STATE OF COLORADO
Jared S. Polis, Governor

Colorado Energy Office

_____

By: Dominque Gomez, Deputy Director

Date: _____

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

STATE CONTROLLER

Robert Jaros, CPA, MBA, JD

By: Jonathon Bray, Controller, Office of the Governor

Effective Date:_____

Version: 11/2024

Table of Contents

1. 1
2. 2
3. 2
4. 5
5. 5
6. 7
7. 7
8. 8
9. 10
10. 10
11. 10
12. 11
13. 14
14. 14
15. 14
16. 14
17. 15
18. 17

Exhibit A, Statement of Work 1

Exhibit B, Project Budget and Payment Conditions 1

Exhibit C, Sample Option Letter 1

1. **Grant**

As of the Grant Issuance Date, the State Agency shown on the first page of this Grant Award Letter (the "State") hereby obligates and awards to Grantee shown on the first page of this Grant Award Letter (the "Grantee") an award of Grant Funds in the amounts shown on the first

page of this Grant Award Letter. By accepting the Grant Funds provided under this Grant Award Letter, Grantee agrees to comply with the terms and conditions of this Grant Award Letter and requirements and provisions of all Exhibits to this Grant Award Letter.

2. **Term**

A. Initial Grant Term and Extension

The Parties' respective performances under this Grant Award Letter shall commence on the Grant Issuance Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Grant Award Letter. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Grant Award Letter by providing Grantee with an updated Grant Award Letter showing the new Grant Expiration Date.

B. Early Termination in the Public Interest

The State is entering into this Grant Award Letter to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Grant Award Letter ceases to further the public interest of the State or if State, Federal or other funds used for this Grant Award Letter are not appropriated, or otherwise become unavailable to fund this Grant Award Letter, the State, in its discretion, may terminate this Grant Award Letter in whole or in part by providing written notice to Grantee that includes, to the extent practicable, the public interest justification for the termination. If the State terminates this Grant Award Letter in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Grant Award Letter that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Grant Award Letter that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee's obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Grant Award Letter by the State for breach by Grantee.

3. **Definitions**

The following terms shall be construed and interpreted as follows:

A. **"Agreement"** means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.

B. **"Breach of Agreement"** means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Grantee is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.

C. "**Budget**" means the budget for the Work described in Exhibit B.

D. "**Business Day**" means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S.

E. "**CORA**" means the Colorado Open Records Act, §§24-72-200.1 *et seq.*, C.R.S.

F. "**Grant Award Letter**" means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.

G. "**Grant Funds**" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Grant Award Letter.

H. "**Grant Expiration Date**" means the Grant Expiration Date shown on the first page of this Grant Award Letter.

I. "**Grant Issuance Date**" means the Grant Issuance Date shown on the first page of this Grant Award Letter.

J. "**Exhibits**" exhibits and attachments included with this Grant as shown on the first page of this Grant

K. "**Extension Term**" means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Grant Award Letter

L. "**Goods**" means any movable material acquired, produced, or delivered by Grantee as set forth in this Grant Award Letter and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.

M. "**Incident**" means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.

N. "**Initial Term**" means the time period between the Grant Issuance Date and the Grant Expiration Date.

O. "**Party**" means the State or Grantee, and "Parties" means both the State and Grantee.

P. "**PII**" means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101 C.R.S. "PII" shall also mean "personal identifying information" as set forth at § 24-74-102, et. seq., C.R.S.

Q. "**Services**" means the services to be performed by Grantee as set forth in this Grant Award Letter, and shall include any services to be rendered by Grantee in connection with the Goods.

R. "**State Confidential Information**" means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

S. **"State Fiscal Rules"** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.

T. **"State Fiscal Year"** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.

U. **"State Records"** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.

V. **"Subcontractor"** means third-parties, if any, engaged by Grantee to aid in performance of the Work. "Subcontractor" also includes sub-grantees.

W. **"Work"** means the delivery of the Goods and performance of the Services described in this Grant Award Letter.

X. **"Work Product"** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Grant Issuance Date that is used, without modification, in the performance of the Work.

Any other term used in this Grant Award Letter that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

4. **Statement of Work**

Grantee shall complete the Work as described in this Grant Award Letter and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate or reimburse Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Grant Award Letter.

5. **Payments to Grantee**

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Amount for each State Fiscal Year shown on the first page of this Grant Award Letter. Financial

obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Grant Issuance Date or after the Grant Expiration Date; provided, however, that Work performed and expenses incurred by Grantee before the Grant Issuance Date that are chargeable to an active Federal Award may be submitted for reimbursement as permitted by the terms of the Federal Award.

B. Matching Funds

Grantee shall provide Matching Funds as described in Exhibit B. Grantee's obligation to pay all or part of any matching funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purpose of this Agreement by the authorized representatives of Grantee and paid into Grantee's treasury or bank account. Grantee shall appropriate and allocate all Match Funds to the purpose of this Grant Award Letter each fiscal year prior to accepting any Grant Funds for that fiscal year. Grantee does not by accepting this Grant Award Letter irrevocably pledge present cash reserves for payments in future fiscal years, and this Grant Award Letter is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

C. Reimbursement of Grantee Costs

Upon prior written approval, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Grant Award Letter for all allowable costs described in this Grant Award Letter and shown in the Budget, except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to the State of the change, the change does not modify the total maximum amount of this Grant Award Letter or the maximum amount for any state fiscal year, and the change does not modify any requirements of the Work. The State shall only reimburse allowable costs if those costs are: **(i)** reasonable and necessary to accomplish the Work and for the Goods and Services provided; and **(ii)** equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

D. Close-Out.

Grantee shall close out this Grant within 45 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Grant Award Letter and Grantee's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

6. **Reporting - Notification**

A. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out described in **§5.E**, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

B. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Award. The State may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

7. **Grantee Records**

A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Grant Award Letter using procedures as determined by the State. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

C. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Grant or the Work, whether the audit is conducted by Grantee or a third party.

8. **Confidential Information-State Records**

A. Confidentiality

Grantee shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publically available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Grant Award Letter. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subcontractors will or may receive the following types of data, Grantee or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Grant as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Grant, if applicable. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to

perform their obligations under this Grant Award Letter. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Grant, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

E. Safeguarding PII

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits.

Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S. In addition, as set forth in § 24-74-102, et. seq., C.R.S., Contractor, including, but not limited to, Contractor's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement.

9. **Conflict of Interest**

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Grant.

10. **Insurance**

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"). Grantee shall ensure that any Subcontractors maintain all insurance customary for the completion of the Work done by that Subcontractor and as required by the State or the GIA.

11. **Breach of Agreement**

In the event of a breach of agreement, the aggrieved party shall give written notice of breach of agreement to the other party. If the notified party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the party may exercise any of the remedies as described in §12 for that party. Notwithstanding any provision of this agreement to the contrary, the state, in its discretion, need not provide notice or a cure period and may immediately terminate this agreement in whole or in part or institute any other remedy in this

agreement in order to protect the public interest of the state; or if grantee is debarred or suspended under §24-109-105, C.R.S., the state, in its discretion, need not provide notice or cure period and may terminate this agreement in whole or in part or institute any other remedy in this agreement as of the date that the debarment or suspension takes effect.

12. **Remedies**

A. State's Remedies

In addition to any remedies available under any exhibit to this grant agreement, if grantee is in breach under any provision of this agreement and fails to cure such breach, the state, following the notice and cure period set forth in §11, shall have all of the remedies listed in this section in addition to all other remedies set forth in this agreement or at law. The state may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

I. Termination for Breach

In the event of grantee's uncured breach, the state may terminate this entire agreement or any part of this agreement. Additionally, if grantee fails to comply with any terms of the federal award, then the state may, in its discretion or at the direction of a federal awarding agency, terminate this entire agreement or any part of this agreement. Grantee shall continue performance of this agreement to the extent not terminated, if any.

The State may also terminate this grant agreement at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

a. Obligation and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Grantee shall assign to the State all of Grantee's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Grantee

shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee but in which the State has an interest. At the State's request, Grantee shall return materials owned by the State in Grantee's possession at the time of any termination. Grantee shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Grantee for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under **§2.B**.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee shall remain liable to the State for any damages sustained by the State in connection with any breach by Grantee, and the State may withhold payment to Grantee for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due Grantee as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

II. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Grantee's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Grantee to an adjustment in price or cost or an adjustment in the performance

schedule. Grantee shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Grantee after the suspension of performance.

b. Withhold Payment

Withhold payment to Grantee until Grantee corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Grantee's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal of any of grantee's employees, agents, or subcontractors from the work whom the state deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this agreement is deemed by the state to be contrary to the public interest or the state's best interest.

e. Intellectual Property

If any work infringes, or if the state in its sole discretion determines that any work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, grantee shall, as approved by the state (i) secure that right to use such work for the state and grantee; (ii) replace the work with non-infringing work or modify the work so that it becomes non-infringing; or, (iii) remove any infringing work and refund the amount paid for such work to the state.

f. Collection of Unallowable Costs (2 CFR 200.410)

Payments made for costs determined to be unallowable by either the awarding Federal agency, cognizant agency for indirect costs, or pass-through entity must be refunded with interest to the Federal Government. Unless directed by Federal statue or regulation, repayments must be made in accordance with the instructions provided by the Federal agency or pass-

through entity that made the allowability determination. See §§ 200.300 through 200.309, and § 200.346.

B. Grantee's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Grantee, following the notice and cure period in §11 and the dispute resolution process in §13 shall have all remedies available at law and equity.

13. **Dispute Resolution**

Except as herein specifically provided otherwise, disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

14. **Notices and Representatives**

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Grant Award Letter shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this **§13**.

15. **Rights in Work Product and Other Information**

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

16. **Governmental Immunity**

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.* C.R.S. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied,

of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

17. **General Provisions**

A. Assignment

Grantee's rights and obligations under this Grant are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Grant Award Letter.

B. Captions and References

The captions and headings in this Grant Award Letter are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Grant Award Letter to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

C. Entire Understanding

This Grant Award Letter represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Grant Award Letter.

D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Grant Award Letter, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Grant in a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

E. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Grant Award Letter to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Grant Issuance Date. Grantee shall strictly

comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

G. Severability

The invalidity or unenforceability of any provision of this Grant Award Letter shall not affect the validity or enforceability of any other provision of this Grant Award Letter, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under the Grant in accordance with the intent of the Grant.

H. Survival of Certain Grant Award Letter Terms

Any provision of this Grant Award Letter that imposes an obligation on a Party after termination or expiration of the Grant shall survive the termination or expiration of the Grant and shall be enforceable by the other Party.

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Grant Award Letter does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

J. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Grant Award Letter, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

K. Accessibility

i. Grantee shall comply with and the Work Product provided under this Contract shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability,* as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. Grantee shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

ii. The State may require Grantee's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Grantee's Work Product and software is in compliance with §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability* as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

18. **Colorado Special Provisions (Colorado Fiscal Rule 3-3)**

A. Statutory Approval. §24-30-202(1) C.R.S.

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Agreement is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Agreement shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. Fund Availability. §24-30-202(5.5) C.R.S.

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. Governmental Immunity.

Liability for claims for injuries to persons or property arising from the negligence of the Parties, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the Parties risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. Independent Contractor.

Grantee shall perform its duties hereunder as an independent contractor and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability, or understanding, except as expressly set forth herein. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

E. Compliance with Law.

Contractor shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Choice of Law, Jurisdiction, and Venue.

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

G. Prohibited Terms.

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor’s liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S.

H. Software Piracy Prohibition.

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. Employee financial Interest/Conflict of Interest. §§24-18-201 and 24-50-507 C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

Exhibit A, Statement of Work

I. Geothermal Energy Grant Program Description

The Geothermal Energy Grant Program (GEGP) is authorized by House Bill 22-1381 to create grants that support the use of low- or zero-emission, geothermal energy for electricity generation and space/water heating and cooling in homes, businesses, and communities. There are three sub-grants offered under GEGP: the single-structure geothermal grant, the community district heating/thermal energy network grant, and the geothermal electricity generation grant.

As part of GEGP, the CEO requested an initial round of grant applications for the implementation of the following project types:

- **Single-Structure Geothermal,** which is intended for the installation of geothermal loop systems or ground-source heat pumps within groups of non-networked individual single-family residential buildings, individual multifamily residential buildings, or individual nonresidential buildings.
- **Community District Heating/Thermal Energy Network**, which is intended for projects constructing ground-source, water-source, or multi-source thermal systems that serve more than one building.
- **Geothermal Electricity Generation**, which supports the development of geothermal electricity generation projects. Eligible studies and projects for this grant fit into three separate phases: studies to identify and explore resources, drilling and testing studies, and project generation site development.

This project award is for the Single-Structure Geothermal Request for Application released on November 14, 2023.

II. Project Description

Project Title:

1. Pueblo Fire station #6 Geothermal
2. Pueblo Fire station #8 Geothermal
3. Pueblo Fire station #11 Geothermal

Grantee Name: City of Pueblo

Project Location:

1. **Fire station #6: 111 Victory Lane Pueblo, Colorado 81001**
2. **Fire station #8: 4405 Jerry Murphy Road Pueblo, Colorado 81001**
3. **Fire station #11: 3205 West 24th Street Pueblo, Colorado 81003**

Project Period:

1. Fire station #6: {Grant Agreement Effective Date} to January 1,2026
2. Fire station #8: {Grant Agreement Effective Date} to September 1, 2025
3. Fire station #11: {Grant Agreement Effective Date} to August 1, 2025

1. Fire station #6

Project Overview

The Fire Station #6 project replaces the existing Fire Station #6 facility serving the east side of Pueblo. The project seeks to sustainably improve response times and firefighter safety. The City of Pueblo has a commitment to sustainability including an active climate action effort. The City of Pueblo is experiencing growth and has funded the design and construction of several new fire stations to support this growth. The City of Pueblo and the City of Pueblo Fire Department has committed to electrification in the construction of this fire station. The climate in Pueblo results in decreased performance of air source heat pumps at winter temperatures. To reduce potential grid impact and to improve winter resiliency, we are seeking to leverage geothermal resources. Grantee's design process included evaluation of several design alternatives prior to its present focus on geothermal energy and a geoexchange system. In addition, we have completed a geothermal test well to validate the suitability of this site for geoexchange. The geothermal system would be coupled with high efficiency VRF and ERV HVAC systems within the fire house along with high efficiency lighting and building envelope. The fire houses are to be located in Pueblo, Colorado with approximately 13,500 square feet per building.

Project Objectives

- Achieve improvement in firefighter safety and reduction in response times through construction of a new facility. Such improvements to be achieved once project if fully operational.
- Implement electrification through construction of a geothermal HVAC system that does not require fossil fuels by the time of project commissioning.

Project Team

Key Personnel	Role	Qualification	Experience

City of Pueblo Fire Department	Operation of Fire Departments	Owner	N.A.
City of Pueblo Public Works	Facilities and Project Management	Owner	N.A.
City of Pueblo	Project and financial support	Owner	N.A.
Dunakilly	Owner's Representative	Project Managing Firm	Construction management and fire station
Allred & Associates	Architect	Licensed Architectural and Design Firm	Architect and Project Design
Farris Engineering	Engineer	Licensed Engineering and Designer of Record	MEP Design
Mead & Hunt	Engineer	Compliance Firm	Net Zero/Sustainability
Nunn Construction	Contractor	Licensed General Contractor	Fire Station Construction

2. Fire station #8
Project Overview

The Fire Station #8 project replaces the existing Fire Station #8 facility serving the Belmont neighborhood. The project seeks to sustainably improve response times and firefighter safety. The City of Pueblo has a commitment to sustainability including an active climate action effort. The City of Pueblo is experiencing growth and has funded the design and construction of several new fire stations to support this growth. The City of Pueblo and the City of Pueblo Fire Department has committed to electrification in the construction of this fire station. The climate in Pueblo results in decreased performance of air source heat pumps at winter temperatures. To reduce potential grid impact and to improve winter resiliency, we are seeking to leverage geothermal resources. Grantee's design process included evaluation of several design alternatives prior to our present focus on geothermal energy and a

geoexchange system. In addition, Grantee has completed a geothermal test well to validate the suitability of this site for geoexchange. The geothermal system would be coupled with high efficiency VRF and ERV HVAC systems within the fire house along with high efficiency lighting and building envelope. The fire houses are to be located in Pueblo, Colorado with approximately 13,500 square feet per building.

Project Objectives

- Achieve improvement in firefighter safety and reduction in response times through construction of a new facility. Such improvements to be achieved once project if fully operational.
- Implement electrification through construction of a geothermal HVAC system that does not require fossil fuels by the time of project commissioning.

Project Team

Key Personnel	Role	Qualification	Experience
City of Pueblo Fire Department	Operation of Fire Departments	Owner	N.A.
City of Pueblo Public Works	Facilities and Project Management	Owner	N.A.
City of Pueblo	Project and financial support	Owner	N.A.
Dunakilly	Owner's Representative	Project Managing Firm	Construction management and fire station
Allred & Associates	Architect	Licensed Architectural and Design Firm	Architect and Project Design
Farris Engineering	Engineer	Licensed Engineering and Designer of Record	MEP Design

Mead & Hunt	Engineer	Compliance Firm	Net Zero/Sustainability
Nunn Construction	Contractor	Licensed General Contractor	Fire Station Construction

3. Fire station #11

Project Overview

The Fire Station #11 is a new fire station supporting the growth of the City of Pueblo. The project seeks to sustainably improve response times and firefighter safety. The City of Pueblo has a commitment to sustainability including an active climate action effort. The City of Pueblo is experiencing growth and has funded the design and construction of several new fire stations to support this growth. The City of Pueblo and the City of Pueblo Fire Department has committed to electrification in the construction of this fire station. The climate in Pueblo results in decreased performance of air source heat pumps at winter temperatures. To reduce potential grid impact and to improve winter resiliency, we are seeking to leverage geothermal resources. Grantee's design process included evaluation of several design alternatives prior to its present focus on geothermal energy and a geoexchange system. In addition, we have completed a geothermal test well to validate the suitability of this site for geoexchange. The geothermal system would be coupled with high efficiency VRF and ERV HVAC systems within the fire house along with high efficiency lighting and building envelope. The fire houses are to be located in Pueblo, Colorado with approximately 13,500 square feet per building

Project Objectives

- Achieve improvement in firefighter safety and reduction in response times through construction of a new facility. Such improvements to be achieved once project if fully operational.
- Implement electrification through construction of a geothermal HVAC system that does not require fossil fuels by the time of project commissioning.

Project Team

Key Personnel	Role	Qualification	Experience

City of Pueblo Fire Department	Operation of Fire Departments	Owner	N.A.
City of Pueblo Public Works	Facilities and Project Management	Owner	N.A.
City of Pueblo	Project and financial support	Owner	N.A.
Dunakilly	Owner's Representative	Project Managing Firm	Construction management and fire station
Allred & Associates	Architect	Licensed Architectural and Design Firm	Architect and Project Design
Farris Engineering	Engineer	Licensed Engineering and Designer of Record	MEP Design
Mead & Hunt	Engineer	Compliance Firm	Net Zero/Sustainability
Nunn Construction	Contractor	Licensed General Contractor	Fire Station Construction

III. Grantee Tasks, Deliverables and Timeline

The following tasks outline the mandatory conditions for grant approval, detailing the specific requirements and expectations for the Grantee. Compliance with these tasks, associated deliverables, and stipulated timelines is essential for the Grantee to maintain eligibility for the grant and to receive reimbursement for the project. The Grantee is therefore obligated to execute the outlined work tasks and submit the corresponding deliverables to the CEO within the prescribed deadlines. ***Failure to meet the specified tasks, deliverables, and timelines may result in the suspension or termination of grant funding***. If project circumstances require modifications of these timelines within the Agreement term (prior to Agreement expiration), the CEO may modify the respective Task deadlines (except for the Agreement Effective Date and Agreement Expiration Date)

provided any such modifications are appropriately justified and mutually agreed upon in writing by both the CEO and the Grantee.

State Accessibility Requirements

Any work product deliverables must comply with the State of Colorado accessibility technical standards to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines, currently WCAG 2.1.

The State may require that compliance to the State's accessibility standards for any work product be determined by a third party selected by the State.

Please refer to the Vendor Accessibility Guide for more information on the State's accessibility requirements.

Task 1. Grant Administration

Task 1.1 Kick-off Meeting

A kick-off meeting led by the Grantee with the CEO will be held within 2 weeks and no later than 45 days of Grant Agreement execution and will establish the expectations of Grantee for implementing this Agreement. The meeting shall include, but not be limited to, a review of the project implementation timeline Grantee's strategy to implement the project and associated deliverables, and a review of this Agreement to ensure clear understanding of expectations.

Deliverable(s): PowerPoint slides containing the project timeline, implementation strategy and associated deliverables. Other meeting materials developed as appropriate.

Deadline: Within 45 days of Grant Agreement execution unless otherwise agreed upon in writing by both parties

Task 1.2 Quarterly Project Update Meetings

The Grantee shall conduct quarterly (State Fiscal Year) project update meetings with the CEO virtually. The Grantee shall be responsible for ensuring that all relevant staff attend meetings. Meeting agenda must be submitted by Grantee to CEO one week prior to the scheduled meeting. At a minimum, these meetings will include updates on relevant project tasks, the project timeline, challenges and barriers the Grantee is encountering, and any decisions or guidance needed from CEO. Additionally, these meetings may include identifying any needed modifications to the tasks, implementation timeline, or budget. CEO Program Manager may choose to cancel any such meeting when deemed appropriate and if agreed upon by Grantee. CEO would provide a meeting cancellation notice via email to Grantee.

Deliverable(s): PowerPoint slides, an updated project timeline, any other meeting materials developed

Deadline: Materials provided one week prior to quarterly meeting

Task 1.3 Quarterly Progress Reports

The Grantee will be subject to progress reporting on a state fiscal year quarterly basis. The fourth quarterly report should also include an annual summary of key accomplishments from the past year, including project completion final reporting requirements. Reporting requirements vary by project funding type, and each Grantee will receive a reporting template and specific requirements after grant agreement execution. Please note that Grantee will be subject to the reporting requirements for their specific project. At any time, the CEO may determine that additional application or reporting information is required and reserves the right to amend grant conditions without penalty in coordination with the Grantee. The Grantee will be subject to quarterly performance reporting. Reports shall include:

- **Financial / Expenditure**: Tracking of grant-related expenses for the quarter (paid and unpaid by Grantee) and eligible expenditures expensed to date by Grantee or matching funding source (if applicable). Expenses must match the associated budget line item outlined in Exhibit B.
- **Programmatic:** Grantee must submit a Research Performance Progress Report narrative that includes accomplishments, work products, participating collaborators, and any changes or problems.

Deliverable(s): Quarterly progress report with financial/expenditure tracking and programmatic narrative update

Deadline: Submitted on or before the 10th calendar day of each quarter (State Fiscal Year)

Task 1.4 Payment Requests/Reimbursements

Grantee shall submit a monthly invoice and report using a CEO-provided template to summarize work for the previous month, including but not limited to: Project status, description of deliverables and tasks completed during the reporting period, budget spent and remaining by task, project findings, unanticipated outcomes and roadblocks, and next steps in the project. If work is behind schedule, a summary of reasons for the delay and a plan of action to bring back on schedule is required. An invoice for eligible expenses should be included with each monthly report. Expenditures eligible for reimbursement must be incurred on, or after, the date the grant agreement was formally executed and before its end date. Additionally, reimbursement requests shall break out eligible expenditures that can be matched against the project as detailed in

the budget agreement. The Grantee is responsible for submitting a finance/expenditure packet when submitting a payment request to include the following applicable components:

As applicable to the project type:

- **Receipts:** Legible copies of all sales invoices/receipts for an eligible project expense showing the purchase price and amount paid by the Grantee. As applicable, these receipts should reflect associated labor costs, equipment, number of units purchased, or model and serial numbers from the equipment.
- **Invoice:** A formal invoice to CEO seeking reimbursement for payments made for eligible project expense(s). This invoice should clearly outline the upfront cost incurred by Grantee for the eligible project expense and the amount of reimbursement sought from GEGP, which will be no greater than $270,000 total ($90,000 per project).
- **Period Progress Report:** A progress report and supporting documentation reflective of the invoice detailing the development, installation, operation, or commissioning of the Grantee project. As applicable to the project, the following items shall be provided in addition to the progress report summary:
    - Current working draft of scoping studies, prefeasibility studies, detailed designs, final conceptual model, feasibility studies or other relevant work product
    - Project commissioning logbook/checklist
    - Equipment shipping information
    - Digital photos of the purchased and installed equipment

If the financial/expenditure packet is acceptable, the CEO Program Manager will submit the invoice to the accounting department for payment.

If any part of the financial/expenditure packet is unacceptable, the CEO Program Manager will work with the Grantee to correct, modify, or replace as needed. The two directors and the CEO Program Manager will determine whether funding should be denied or reduced, and the CEO Program Manager will inform the Grantee of their decision.

Deliverable(s): Finance/expenditure report packet

Deadline: Within the first 10 calendar days of each month

Task 1.5 Final Report

Grantee will be required to submit a final report on or before the Grant Agreement end date. CEO will provide Grantee a final reporting template upon Grant Agreement execution. Please refer to Tasks 3 for more details regarding information that will be required in the final report. Grantee shall submit a final report that includes the following information:

- **Financial/Expenditure:** Tracking of grant-related expenses and expenditures by Grantee and match funding source. Expenses must match the budget line items outlined in the grant agreement; expenditures of funds must reconcile with CEO's files.

- **Programmatic Report**: A technical account of all project-related work performed, project objectives, results initially estimated and achieved (including but not limited to the total grant funding realized, match funding realized, and to the extent available, effects of the project on gas use, electricity use, emissions and energy costs), technology implemented, successes/challenges/lessons learned, changes to original project scope, operational summary. Grantee shall submit a **Final Research Performance Progress Report (RPPR)** which includes a report on the progress of the project including accomplishments, work products developed, project participants and other collaborating organizations, project impacts, and any changes or problems. Compliance with applicable project-related codes and requirements, whether local, state, or federal. This report will be publicly available.

Deliverable(s): Final project report summary

Deadline: Within 30 days following the completion of Tasks 3 and no later than March 31, 2026, or otherwise as requested by the CEO

Task 2. Final Project Deliverables – Single Structure Geothermal

Task 2.1 Single Structure Geothermal Final Deliverable(s)

- The installation of geothermal loop systems or ground-source heat pumps within groups of non-networked individual single-family residential buildings, individual multifamily residential buildings, or individual nonresidential buildings by project completion: Equipment and Materials: GSHP equipment, piping/casing, GSHP fluids, fluid pumps, auxiliary heaters, grouting materials, misc. plumbing and electrical to complete installation (air separators, expansion tanks, electrical wiring and needed electrical panel, pipe insulation, and ducting)
- Installation Labor: HVAC, electrical, plumbing, drilling, trenching, excavation, and other earthwork

- Permits
- Environmental regulation requirements (fluids and spoils)
- System Commissioning

In addition, project will be required to deliver the following reports:

- Equipment Installation Reporting
- Project Site Characteristics Reporting
- Commissioning Report
- Operations Report
- Project Impacts Report

3.1.1 Fire station #6 Deadline: March 31 , 2026

3.1.2 **Fire station #8 Deadline:** March 31, 2026

3.1.3 Fire station #11 Deadline: March 31, 2026

Task 3. This Section is intentionally left blank.

Task 4. This Section is intentionally left blank.

IV. Anticipated Project Schedule

Table 1. Project & Task Schedule

Task Number	Anticipated Date of Completion
Task 1 Prerequisites	Varies; see “deadlines” under Task 1
Task 2 Administration	See “deadlines” for specific due dates for each sub task. Overall task should be complete within 120 days following completion of the Task 3 and no later than March 31, 2026
Task 3 Single-Structure	3.1.1 March 31, 2026 3.1.2 March 31, 2026

Task Number	Anticipated Date of Completion
	3.1.3 March 31, 2026

V. Site Visits and Evaluation

CEO staff, State of Colorado employees, and other GEGP representatives may require access to the site of a GEGP-funded project, before, during or within one calendar year of equipment installation (i.e. on-site monitoring visit). The Grantee shall provide such access upon request. Additionally, the CEO may perform program evaluation(s) to aid in continuous program improvement which may take the form of a questionnaire or a more detailed interview with project team members. GEGP representatives may engage with the Grantee to discuss the possibility of creating a success story/case study of an awarded project during development or upon project completion, with participation in such voluntary. Please note, information used in success stories/case studies would be publicly available.

VI. Commissioning & Operation Verification

If applicable to the project, the Grantee shall undertake a process to ensure all completed systems & equipment are designed, installed, tested, operated, and maintained according to the design and specifications to ensure proper installation and operation. Assurance will be provided via the submission of a commissioning logbook for the equipment & systems purchased & installed under this Agreement.

Deliverables may include (as applicable to the project):

- Documentation including a commissioning logbook and any supporting data to be provided by the Grantee
- Additional supporting documentation including, but not limited to, functional testing reports/logs, system operations and maintenance guides

I. Reimbursable Costs

The following items are eligible for reimbursement under this Grant Agreement:

A. Fire station #6
B. Fire station #8
C. Fire station #11

Table 1. Tasks Eligible for GEGP Reimbursement

Task Number	Task Reimbursable by GEGP Grant (Yes / No)
Task 1	
Task 1.1	No
Task 2	
Task 2.1	No
Task 2.2	Yes
Task 2.3	Yes
Task 2.4	No
Task 2.5	Yes
Task 3	
Task 3.1	I.A: Yes I.B: Yes I.C: Yes

II. Project Budget

The table below details the estimated budget for the eligible project expenses, CEO agrees to provide funds totaling $270,000 total ($90,000 per project) towards the cost of this Project. Grantee agrees to pay the additional costs required to complete the Project and fulfill this Statement of Work.

The CEO will retain a minimum of 20% of the total grant award ($54,000) until the Grantee demonstrates completion of this Statement of Work, which is dependent on the acceptance by the CEO, unless otherwise agreed upon by CEO and Grantee in writing.

Table 2. Project Budget Summary (I.A: Fire station #6)

Total Estimated Cost	GEGP Grant Funding Amount
$ 472,711	Up to $90,000

Table 3. Project Budget Summary (I.B: Fire station #8)

Total Estimated Cost	GEGP Grant Funding Amount
$ 475,713	Up to $90,000

Table 4. Project Budget Summary (I.C: Fire station #11)

Total Estimated Cost	GEGP Grant Funding Amount
$ 484,018	Up to $90,000

Exhibit C, Sample Option Letter

Option Letter Number

[Insert the Option Number (e.g. "1" for the first option)]

Original Agreement Number

[Insert CMS number or Other Agreement Number of the Original Agreement]

Option Agreement Number

[Insert CMS number or Other Agreement Number of this Option]

Agreement Performance Beginning Date

[Month Day, Year]

Current Agreement Expiration Date

[Month Day, Year]

Options:

A. Option to extend for an Extension Term
B. Option to change the quantity of Goods under the Agreement
C. Option to change the quantity of Services under the Agreement
D. Option to modify Agreement rates
E. Option to initiate next phase of the Agreement

Required Provisions:

1. For use with Option 1(A): In accordance with Section(s) [Number] of the Original Agreement referenced above, the State hereby exercises its option for an additional term, beginning [Insert start date] and ending on the current Agreement expiration date shown above, at the rates stated in the Original Agreement, as amended.
2. For use with Options 1(B and C): In accordance with Section(s) [Enter Section(s) number] of the Original Agreement referenced above, the State hereby exercises its option to [Increase/Decrease] the quantity of the [Goods/Services or both] at the rates stated in the Original Agreement, as amended.
3. For use with Option 1(D): In accordance with Section(s) [Enter Section(s) number] of the Original Agreement referenced above, the State hereby exercises its option to modify the Agreement rates specified in [Enter Exhibit/Section] [Enter Number/Letter]. The Agreement rates attached to this Option Letter replace the rates in the Original Agreement as of the Option Effective Date of this Option Letter.
4. For use with Option 1(E): In accordance with Section(s) [Enter Section(s) number] of the Original Agreement referenced above, the State hereby exercises its option to initiate Phase [indicate which Phase: 2, 3, 4, etc.], which shall begin on [Insert start date] and end on [Insert ending date] at the cost/price specified in Section [Enter Section(s) number].

5. For use with all Options that modify the Agreement Maximum Amount: The Agreement Maximum Amount table on the Agreement's Signature and Cover Page is hereby deleted and replaced with the Current Agreement Maximum Amount table shown above.

Option Effective Date:

The effective date of this Option Letter is upon approval of the State Controller or [Enter date], whichever is later.

STATE OF COLORADO

Jared S. Polis, Governor

[INSERT-Name of Agency or IHE]

[INSERT-Name & Title of Head of Agency or IHE]

_____

By: [Name & Title of Person Signing for Agency or IHE]

Date: _____

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

STATE CONTROLLER

Robert Jaros, CPA, MBA, JD

By:_____

_____

[Name of Agency or IHE Delegate- Please delete if agreement will be routed to OSC for approval]

Option Effective Date:_____

Docusign Envelope ID: 7C9585DB-1D94-4818-83D1-8D801FF896F4

CTGG1 25-3684

State of Colorado Intergovernmental Grant Agreement

Cover Page

State Agency

Colorado Energy Office

Grantee

City of Pueblo

Grant Amount

State Fiscal Year 2025	$270,000.00
State Fiscal Year 2026 funds from SFY25	Any unspent
Total for all State Fiscal Years	**$270,000.00**

Grant Issuance Date

The Effective Date

Grant Expiration Date

November 30, 2025

Fund Expenditure End Date

November 30, 2025

Agreement Authority –

Authority to enter into this Agreement exists in CRS §24-38.5-101, et seq., and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment under HB-22-1381.

Grant Purpose

The purpose of this Agreement is to provide grant funding to Grantee to support its Geothermal Electricity Generation project. Grantee was awarded as result of the competitive Single Structure Geothermal Energy Grant Program Request for Applications (RFA) released on November 14, 2023.

Exhibits and Order of Precedence

The following Exhibits and attachments are included with this Agreement:

1. Exhibit A, Statement of Work.
2. Exhibit B, Project Budget and Payment Conditions.
3. Exhibit C, Sample Option Letter.

Docusign Envelope ID: 7C9585DB-1D94-4818-83D1-8D801FF896F4

In the event of a conflict of inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

1. Colorado Special Provisions in §17 of the main body of this Agreement.
2. The provisions of the other sections of the main body of this Agreement.
3. Exhibit A, Statement of Work.
4. Exhibit B, Project Budget and Payment Conditions.
5. Exhibit C, Sample Option Letter.

Principal Representatives

For the State:

Lille Haecker

Colorado Energy Office

1600 Broadway Street

Suite 1960

Denver, CO, 80202

Lille.haecker@state.co.us

For Grantee:

Kelly Grisham

City of Pueblo

PO Box 1427

Pueblo, CO, 81002

kgrisham@pueblo.us

Docusign Envelope ID: 7C9585DB-1D94-4818-83D1-8D801FF896F4

Signature Page

The Parties hereto have executed this agreement

Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such signature.

Grantee

City of Pueblo

Signed by:
3A85950B7BCA462...

By: Heather Graham, Mayor

Date: 3/4/2025

STATE OF COLORADO
Jared S. Polis, Governor

Colorado Energy Office

Signed by:
Dominique Gómez
606DE6A901984CD...

By: Dominque Gomez, Deputy Director

Date: 3/4/2025

Grantee

City of Pueblo

DocuSigned by:
7C02EBDFFC3D43C...

ATTESTED BY: Marisa Stoller, City Clerk

Date: 3/4/2025

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

STATE CONTROLLER

Robert Jaros, CPA, MBA, JD

DocuSigned by:
Jonathon Bray
B31AFD355C9A4DB...

By: Jonathon Bray, Controller, Office of the Governor

Effective Date: 3/5/2025

Version: 11/2024

Docusign Envelope ID: 7C9585DB-1D94-4818-83D1-8D801FF896F4

Table of Contents

1. Grant 1
2. Term 2
3. Definitions 2
4. Statement of Work 5
5. Payments to Grantee 5
6. Reporting - Notification 7
7. Grantee Records 7
8. Confidential Information-State Records 8
9. Conflict of Interest 10
10. Insurance 10
11. Breach of Agreement 10
12. Remedies 11
13. Dispute Resolution 14
14. Notices and Representatives 14
15. Rights in Work Product and Other Information 14
16. Governmental Immunity 14
17. General Provisions 15
18. Colorado Special Provisions (Colorado Fiscal Rule 3-3) 17

Exhibit A, Statement of Work 1

Exhibit B, Project Budget and Payment Conditions 1

Exhibit C, Sample Option Letter 1

1. Grant

As of the Grant Issuance Date, the State Agency shown on the first page of this Grant Award Letter (the "State") hereby obligates and awards to Grantee shown on the first page of this Grant Award Letter (the "Grantee") an award of Grant Funds in the amounts shown on the first

Docusign Envelope ID: 7C9585DB-1D94-4818-83D1-8D801FF896F4

page of this Grant Award Letter. By accepting the Grant Funds provided under this Grant Award Letter, Grantee agrees to comply with the terms and conditions of this Grant Award Letter and requirements and provisions of all Exhibits to this Grant Award Letter.

2. Term

A. Initial Grant Term and Extension

The Parties' respective performances under this Grant Award Letter shall commence on the Grant Issuance Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Grant Award Letter. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Grant Award Letter by providing Grantee with an updated Grant Award Letter showing the new Grant Expiration Date.

B. Early Termination in the Public Interest

The State is entering into this Grant Award Letter to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Grant Award Letter ceases to further the public interest of the State or if State, Federal or other funds used for this Grant Award Letter are not appropriated, or otherwise become unavailable to fund this Grant Award Letter, the State, in its discretion, may terminate this Grant Award Letter in whole or in part by providing written notice to Grantee that includes, to the extent practicable, the public interest justification for the termination. If the State terminates this Grant Award Letter in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Grant Award Letter that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Grant Award Letter that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee's obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Grant Award Letter by the State for breach by Grantee.

3. Definitions

Docusign Envelope ID: 7C9585DB-1D94-4818-83D1-8D801FF896F4

The following terms shall be construed and interpreted as follows:

A. **"Agreement"** means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.

B. **"Breach of Agreement"** means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Grantee is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.

C. "**Budget**" means the budget for the Work described in Exhibit B.

D. "**Business Day**" means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S.

E. "**CORA**" means the Colorado Open Records Act, §§24-72-200.1 *et seq.*, C.R.S.

F. "**Grant Award Letter**" means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.

G. "**Grant Funds**" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Grant Award Letter.

H. "**Grant Expiration Date**" means the Grant Expiration Date shown on the first page of this Grant Award Letter.

I. "**Grant Issuance Date**" means the Grant Issuance Date shown on the first page of this Grant Award Letter.

J. "**Exhibits**" exhibits and attachments included with this Grant as shown on the first page of this Grant

K. "**Extension Term**" means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Grant Award Letter

Docusign Envelope ID: 7C9585DB-1D94-4818-83D1-8D801FF896F4

L. "**Goods**" means any movable material acquired, produced, or delivered by Grantee as set forth in this Grant Award Letter and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.

M. "**Incident**" means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.

N. "**Initial Term**" means the time period between the Grant Issuance Date and the Grant Expiration Date.

O. "**Party**" means the State or Grantee, and "Parties" means both the State and Grantee.

P. "**PII**" means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101 C.R.S. "PII" shall also mean "personal identifying information" as set forth at § 24-74-102, et. seq., C.R.S.

Q. "**Services**" means the services to be performed by Grantee as set forth in this Grant Award Letter, and shall include any services to be rendered by Grantee in connection with the Goods.

R. "**State Confidential Information**" means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

Docusign Envelope ID: 7C9585DB-1D94-4818-83D1-8D801FF896F4

S. "**State Fiscal Rules**" means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.

T. "**State Fiscal Year**" means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.

U. "**State Records**" means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.

V. "**Subcontractor**" means third-parties, if any, engaged by Grantee to aid in performance of the Work. "Subcontractor" also includes sub-grantees.

W. "**Work**" means the delivery of the Goods and performance of the Services described in this Grant Award Letter.

X. "**Work Product**" means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Grant Issuance Date that is used, without modification, in the performance of the Work.

Any other term used in this Grant Award Letter that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

4. Statement of Work

Grantee shall complete the Work as described in this Grant Award Letter and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate or reimburse Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Grant Award Letter.

5. Payments to Grantee

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Amount for each State Fiscal Year shown on the first page of this Grant Award Letter. Financial

Docusign Envelope ID: 7C9585DB-1D94-4818-83D1-8D801FF896F4

obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Grant Issuance Date or after the Grant Expiration Date; provided, however, that Work performed and expenses incurred by Grantee before the Grant Issuance Date that are chargeable to an active Federal Award may be submitted for reimbursement as permitted by the terms of the Federal Award.

B. Matching Funds

Grantee shall provide Matching Funds as described in Exhibit B. Grantee's obligation to pay all or part of any matching funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purpose of this Agreement by the authorized representatives of Grantee and paid into Grantee's treasury or bank account. Grantee shall appropriate and allocate all Match Funds to the purpose of this Grant Award Letter each fiscal year prior to accepting any Grant Funds for that fiscal year. Grantee does not by accepting this Grant Award Letter irrevocably pledge present cash reserves for payments in future fiscal years, and this Grant Award Letter is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

C. Reimbursement of Grantee Costs

Upon prior written approval, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Grant Award Letter for all allowable costs described in this Grant Award Letter and shown in the Budget, except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to the State of the change, the change does not modify the total maximum amount of this Grant Award Letter or the maximum amount for any state fiscal year, and the change does not modify any requirements of the Work. The State shall only reimburse allowable costs if those costs are: **(i)** reasonable and necessary to accomplish the Work and for the Goods and Services provided; and **(ii)** equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

D. Close-Out.

Docusign Envelope ID: 7C9585DB-1D94-4818-83D1-8D801FF896F4

Grantee shall close out this Grant within 45 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Grant Award Letter and Grantee's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

6. Reporting - Notification

A. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out described in **§5.E**, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

B. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Award. The State may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

7. Grantee Records

A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Grant Award Letter using procedures as determined by the State. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

Docusign Envelope ID: 7C9585DB-1D94-4818-83D1-8D801FF896F4

C. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Grant or the Work, whether the audit is conducted by Grantee or a third party.

8. Confidential Information-State Records

A. Confidentiality

Grantee shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publically available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Grant Award Letter. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subcontractors will or may receive the following types of data, Grantee or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Grant as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Grant, if applicable. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to

Docusign Envelope ID: 7C9585DB-1D94-4818-83D1-8D801FF896F4

perform their obligations under this Grant Award Letter. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Grant, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

E. Safeguarding PII

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits.

Docusign Envelope ID: 7C9585DB-1D94-4818-83D1-8D801FF896F4

Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S. In addition, as set forth in § 24-74-102, et. seq., C.R.S., Contractor, including, but not limited to, Contractor's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement.

9. Conflict of Interest

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Grant.

10. Insurance

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"). Grantee shall ensure that any Subcontractors maintain all insurance customary for the completion of the Work done by that Subcontractor and as required by the State or the GIA.

11. Breach of Agreement

In the event of a breach of agreement, the aggrieved party shall give written notice of breach of agreement to the other party. If the notified party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the party may exercise any of the remedies as described in §12 for that party. Notwithstanding any provision of this agreement to the contrary, the state, in its discretion, need not provide notice or a cure period and may immediately terminate this agreement in whole or in part or institute any other remedy in this

Docusign Envelope ID: 7C9585DB-1D94-4818-83D1-8D801FF896F4

agreement in order to protect the public interest of the state; or if grantee is debarred or suspended under §24-109-105, C.R.S., the state, in its discretion, need not provide notice or cure period and may terminate this agreement in whole or in part or institute any other remedy in this agreement as of the date that the debarment or suspension takes effect.

12. Remedies

A. State's Remedies

In addition to any remedies available under any exhibit to this grant agreement, if grantee is in breach under any provision of this agreement and fails to cure such breach, the state, following the notice and cure period set forth in §11, shall have all of the remedies listed in this section in addition to all other remedies set forth in this agreement or at law. The state may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

I. Termination for Breach

In the event of grantee's uncured breach, the state may terminate this entire agreement or any part of this agreement. Additionally, if grantee fails to comply with any terms of the federal award, then the state may, in its discretion or at the direction of a federal awarding agency, terminate this entire agreement or any part of this agreement. Grantee shall continue performance of this agreement to the extent not terminated, if any.

The State may also terminate this grant agreement at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

a. Obligation and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Grantee shall assign to the State all of Grantee's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Grantee

Docusign Envelope ID: 7C9585DB-1D94-4818-83D1-8D801FF896F4

shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee but in which the State has an interest. At the State's request, Grantee shall return materials owned by the State in Grantee's possession at the time of any termination. Grantee shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Grantee for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under **§2.B**.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee shall remain liable to the State for any damages sustained by the State in connection with any breach by Grantee, and the State may withhold payment to Grantee for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due Grantee as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

II. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Grantee's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Grantee to an adjustment in price or cost or an adjustment in the performance

Docusign Envelope ID: 7C9585DB-1D94-4818-83D1-8D801FF896F4

schedule. Grantee shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Grantee after the suspension of performance.

b. Withhold Payment

Withhold payment to Grantee until Grantee corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Grantee's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal of any of grantee's employees, agents, or subcontractors from the work whom the state deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this agreement is deemed by the state to be contrary to the public interest or the state's best interest.

e. Intellectual Property

If any work infringes, or if the state in its sole discretion determines that any work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, grantee shall, as approved by the state (i) secure that right to use such work for the state and grantee; (ii) replace the work with non-infringing work or modify the work so that it becomes non-infringing; or, (iii) remove any infringing work and refund the amount paid for such work to the state.

f. Collection of Unallowable Costs (2 CFR 200.410)

Payments made for costs determined to be unallowable by either the awarding Federal agency, cognizant agency for indirect costs, or pass-through entity must be refunded with interest to the Federal Government. Unless directed by Federal statue or regulation, repayments must be made in accordance with the instructions provided by the Federal agency or pass-

Docusign Envelope ID: 7C9585DB-1D94-4818-83D1-8D801FF896F4

through entity that made the allowability determination. See §§ 200.300 through 200.309, and § 200.346.

B. Grantee's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Grantee, following the notice and cure period in §11 and the dispute resolution process in §13 shall have all remedies available at law and equity.

13. Dispute Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

14. Notices and Representatives

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Grant Award Letter shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this **§13**.

15. Rights in Work Product and Other Information

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

16. Governmental Immunity

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq*. C.R.S. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied,

Docusign Envelope ID: 7C9585DB-1D94-4818-83D1-8D801FF896F4

of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

17. General Provisions

A. Assignment

Grantee's rights and obligations under this Grant are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Grant Award Letter.

B. Captions and References

The captions and headings in this Grant Award Letter are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Grant Award Letter to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

C. Entire Understanding

This Grant Award Letter represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Grant Award Letter.

D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Grant Award Letter, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Grant in a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

E. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Grant Award Letter to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Grant Issuance Date. Grantee shall strictly

Docusign Envelope ID: 7C9585DB-1D94-4818-83D1-8D801FF896F4

comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

G. Severability

The invalidity or unenforceability of any provision of this Grant Award Letter shall not affect the validity or enforceability of any other provision of this Grant Award Letter, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under the Grant in accordance with the intent of the Grant.

H. Survival of Certain Grant Award Letter Terms

Any provision of this Grant Award Letter that imposes an obligation on a Party after termination or expiration of the Grant shall survive the termination or expiration of the Grant and shall be enforceable by the other Party.

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Grant Award Letter does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

J. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Grant Award Letter, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

K. Accessibility

Docusign Envelope ID: 7C9585DB-1D94-4818-83D1-8D801FF896F4

i. Grantee shall comply with and the Work Product provided under this Contract shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability,* as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. Grantee shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

ii. The State may require Grantee's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Grantee's Work Product and software is in compliance with §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability* as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

18. Colorado Special Provisions (Colorado Fiscal Rule 3-3)

A. Statutory Approval. §24-30-202(1) C.R.S.

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Agreement is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Agreement shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. Fund Availability. §24-30-202(5.5) C.R.S.

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. Governmental Immunity.

Liability for claims for injuries to persons or property arising from the negligence of the Parties, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the Parties risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. Independent Contractor.

Docusign Envelope ID: 7C9585DB-1D94-4818-83D1-8D801FF896F4

Grantee shall perform its duties hereunder as an independent contractor and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability, or understanding, except as expressly set forth herein. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

E. Compliance with Law.

Contractor shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Choice of Law, Jurisdiction, and Venue.

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

G. Prohibited Terms.

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor’s liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S.

H. Software Piracy Prohibition.

Docusign Envelope ID: 7C9585DB-1D94-4818-83D1-8D801FF896F4

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. Employee financial Interest/Conflict of Interest. §§24-18-201 and 24-50-507 C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

Docusign Envelope ID: 7C9585DB-1D94-4818-83D1-8D801FF896F4

I. Geothermal Energy Grant Program Description

The Geothermal Energy Grant Program (GEGP) is authorized by House Bill 22-1381 to create grants that support the use of low- or zero-emission, geothermal energy for electricity generation and space/water heating and cooling in homes, businesses, and communities. There are three sub-grants offered under GEGP: the single-structure geothermal grant, the community district heating/thermal energy network grant, and the geothermal electricity generation grant.

As part of GEGP, the CEO requested an initial round of grant applications for the implementation of the following project types:

- **Single-Structure Geothermal,** which is intended for the installation of geothermal loop systems or ground-source heat pumps within groups of non-networked individual single-family residential buildings, individual multifamily residential buildings, or individual nonresidential buildings.
- **Community District Heating/Thermal Energy Network**, which is intended for projects constructing ground-source, water-source, or multi-source thermal systems that serve more than one building.
- **Geothermal Electricity Generation**, which supports the development of geothermal electricity generation projects. Eligible studies and projects for this grant fit into three separate phases: studies to identify and explore resources, drilling and testing studies, and project generation site development.

This project award is for the Single-Structure Geothermal Request for Application released on November 14, 2023.

II. Project Description

Project Title:

1. Pueblo Fire station #6 Geothermal
2. Pueblo Fire station #8 Geothermal
3. Pueblo Fire station #11 Geothermal

Grantee Name: City of Pueblo

Project Location:

Docusign Envelope ID: 7C9585DB-1D94-4818-83D1-8D801FF896F4

1. **Fire station #6: 111 Victory Lane Pueblo, Colorado 81001**
2. **Fire station #8: 4405 Jerry Murphy Road Pueblo, Colorado 81001**
3. **Fire station #11: 3205 West 24th Street Pueblo, Colorado 81003**

Project Period:

1. Fire station #6: {Grant Agreement Effective Date} to June 2025
2. Fire station #8: {Grant Agreement Effective Date} to May 2025
3. Fire station #11: {Grant Agreement Effective Date} to May 2025

1. Fire station #6

Project Overview

The Fire Station #6 project replaces the existing Fire Station #6 facility serving the east side of Pueblo. The project seeks to sustainably improve response times and firefighter safety. The City of Pueblo has a commitment to sustainability including an active climate action effort. The City of Pueblo is experiencing growth and has funded the design and construction of several new fire stations to support this growth. The City of Pueblo and the City of Pueblo Fire Department has committed to electrification in the construction of this fire station. The climate in Pueblo results in decreased performance of air source heat pumps at winter temperatures. To reduce potential grid impact and to improve winter resiliency, we are seeking to leverage geothermal resources. Grantee's design process included evaluation of several design alternatives prior to its present focus on geothermal energy and a geoexchange system. In addition, we have completed a geothermal test well to validate the suitability of this site for geoexchange. The geothermal system would be coupled with high efficiency VRF and ERV HVAC systems within the fire house along with high efficiency lighting and building envelope. The fire houses are to be located in Pueblo, Colorado with approximately 13,500 square feet per building.

Project Objectives

- Achieve improvement in firefighter safety and reduction in response times through construction of a new facility. Such improvements to be achieved once project if fully operational.
- Implement electrification through construction of a geothermal HVAC system that does not require fossil fuels by the time of project commissioning.

Project Team

Key Personnel	Role	Qualification	Experience

Docusign Envelope ID: 7C9585DB-1D94-4818-83D1-8D801FF896F4

City of Pueblo Fire Department	Operation of Fire Departments	Owner	N.A.
City of Pueblo Public Works	Facilities and Project Management	Owner	N.A.
City of Pueblo	Project and financial support	Owner	N.A.
Dunakilly	Owner's Representative	Project Managing Firm	Construction management and fire station
Allred & Associates	Architect	Licensed Architectural and Design Firm	Architect and Project Design
Farris Engineering	Engineer	Licensed Engineering and Designer of Record	MEP Design
Mead & Hunt	Engineer	Compliance Firm	Net Zero/Sustainability
Nunn Construction	Contractor	Licensed General Contractor	Fire Station Construction

2. Fire station #8
Project Overview

The Fire Station #8 project replaces the existing Fire Station #8 facility serving the Belmont neighborhood. The project seeks to sustainably improve response times and firefighter safety. The City of Pueblo has a commitment to sustainability including an active climate action effort. The City of Pueblo is experiencing growth and has funded the design and construction of several new fire stations to support this growth. The City of Pueblo and the City of Pueblo Fire Department has committed to electrification in the construction of this fire station. The climate in Pueblo results in decreased performance of air source heat pumps at winter temperatures. To reduce potential grid impact and to improve winter resiliency, we are seeking to leverage geothermal resources. Grantee's design process included evaluation of several design alternatives prior to our present focus on geothermal energy and a

Docusign Envelope ID: 7C9585DB-1D94-4818-83D1-8D801FF896F4

geoexchange system. In addition, Grantee has completed a geothermal test well to validate the suitability of this site for geoexchange. The geothermal system would be coupled with high efficiency VRF and ERV HVAC systems within the fire house along with high efficiency lighting and building envelope. The fire houses are to be located in Pueblo, Colorado with approximately 13,500 square feet per building.

Project Objectives

- Achieve improvement in firefighter safety and reduction in response times through construction of a new facility. Such improvements to be achieved once project if fully operational.
- Implement electrification through construction of a geothermal HVAC system that does not require fossil fuels by the time of project commissioning.

Project Team

Key Personnel	Role	Qualification	Experience
City of Pueblo Fire Department	Operation of Fire Departments	Owner	N.A.
City of Pueblo Public Works	Facilities and Project Management	Owner	N.A.
City of Pueblo	Project and financial support	Owner	N.A.
Dunakilly	Owner's Representative	Project Managing Firm	Construction management and fire station
Allred & Associates	Architect	Licensed Architectural and Design Firm	Architect and Project Design
Farris Engineering	Engineer	Licensed Engineering and Designer of Record	MEP Design

Docusign Envelope ID: 7C9585DB-1D94-4818-83D1-8D801FF896F4

Mead & Hunt	Engineer	Compliance Firm	Net Zero/Sustainability
Nunn Construction	Contractor	Licensed General Contractor	Fire Station Construction

3. Fire station #11

Project Overview

The Fire Station #11 is a new fire station supporting the growth of the City of Pueblo. The project seeks to sustainably improve response times and firefighter safety. The City of Pueblo has a commitment to sustainability including an active climate action effort. The City of Pueblo is experiencing growth and has funded the design and construction of several new fire stations to support this growth. The City of Pueblo and the City of Pueblo Fire Department has committed to electrification in the construction of this fire station. The climate in Pueblo results in decreased performance of air source heat pumps at winter temperatures. To reduce potential grid impact and to improve winter resiliency, we are seeking to leverage geothermal resources. Grantee's design process included evaluation of several design alternatives prior to its present focus on geothermal energy and a geoexchange system. In addition, we have completed a geothermal test well to validate the suitability of this site for geoexchange. The geothermal system would be coupled with high efficiency VRF and ERV HVAC systems within the fire house along with high efficiency lighting and building envelope. The fire houses are to be located in Pueblo, Colorado with approximately 13,500 square feet per building

Project Objectives

- Achieve improvement in firefighter safety and reduction in response times through construction of a new facility. Such improvements to be achieved once project if fully operational.
- Implement electrification through construction of a geothermal HVAC system that does not require fossil fuels by the time of project commissioning.

Project Team

Key Personnel	Role	Qualification	Experience

Docusign Envelope ID: 7C9585DB-1D94-4818-83D1-8D801FF896F4

City of Pueblo Fire Department	Operation of Fire Departments	Owner	N.A.
City of Pueblo Public Works	Facilities and Project Management	Owner	N.A.
City of Pueblo	Project and financial support	Owner	N.A.
Dunakilly	Owner's Representative	Project Managing Firm	Construction management and fire station
Allred & Associates	Architect	Licensed Architectural and Design Firm	Architect and Project Design
Farris Engineering	Engineer	Licensed Engineering and Designer of Record	MEP Design
Mead & Hunt	Engineer	Compliance Firm	Net Zero/Sustainability
Nunn Construction	Contractor	Licensed General Contractor	Fire Station Construction

III. Grantee Tasks, Deliverables and Timeline

The following tasks outline the mandatory conditions for grant approval, detailing the specific requirements and expectations for the Grantee. Compliance with these tasks, associated deliverables, and stipulated timelines is essential for the Grantee to maintain eligibility for the grant and to receive reimbursement for the project. The Grantee is therefore obligated to execute the outlined work tasks and submit the corresponding deliverables to the CEO within the prescribed deadlines. ***Failure to meet the specified tasks, deliverables, and timelines may result in the suspension or termination of grant funding.***

State Accessibility Requirements

Docusign Envelope ID: 7C9585DB-1D94-4818-83D1-8D801FF896F4

Any work product deliverables must comply with the State of Colorado accessibility technical standards to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines, currently WCAG 2.1.

The State may require that compliance to the State's accessibility standards for any work product be determined by a third party selected by the State.

Please refer to the Vendor Accessibility Guide for more information on the State's accessibility requirements.

Task 1. Grant Administration

Task 1.1 Kick-off Meeting

A kick-off meeting led by the Grantee with the CEO will be held within 2 weeks and no later than 45 days of Grant Agreement execution and will establish the expectations of Grantee for implementing this Agreement. The meeting shall include, but not be limited to, a review of the project implementation timeline Grantee's strategy to implement the project and associated deliverables, and a review of this Agreement to ensure clear understanding of expectations.

Deliverable(s): PowerPoint slides containing the project timeline, implementation strategy and associated deliverables. Other meeting materials developed as appropriate.

Deadline: Within 45 days of Grant Agreement execution unless otherwise agreed upon in writing by both parties

Task 1.2 Quarterly Project Update Meetings

The Grantee shall conduct quarterly (State Fiscal Year) project update meetings with the CEO virtually. The Grantee shall be responsible for ensuring that all relevant staff attend meetings. Meeting agenda must be submitted by Grantee to CEO one week prior to the scheduled meeting. At a minimum, these meetings will include updates on relevant project tasks, the project timeline, challenges and barriers the Grantee is encountering, and any decisions or guidance needed from CEO. Additionally, these meetings may include identifying any needed modifications to the tasks, implementation timeline, or budget. CEO Program Manager may choose to cancel any such meeting when deemed appropriate and if agreed upon by Grantee. CEO would provide a meeting cancellation notice via email to Grantee.

Deliverable(s): PowerPoint slides, an updated project timeline, any other meeting materials developed

Deadline: Materials provided one week prior to quarterly meeting

Docusign Envelope ID: 7C9585DB-1D94-4818-83D1-8D801FF896F4

Task 1.3 Quarterly Progress Reports

The Grantee will be subject to progress reporting on a state fiscal year quarterly basis. The fourth quarterly report should also include an annual summary of key accomplishments from the past year, including project completion final reporting requirements. Reporting requirements vary by project funding type, and each Grantee will receive a reporting template and specific requirements after grant agreement execution. Please note that Grantee will be subject to the reporting requirements for their specific project. At any time, the CEO may determine that additional application or reporting information is required and reserves the right to amend grant conditions without penalty in coordination with the Grantee. The Grantee will be subject to quarterly performance reporting. Reports shall include:

- **Financial / Expenditure**: Tracking of grant-related expenses for the quarter (paid and unpaid by Grantee) and eligible expenditures expensed to date by Grantee or matching funding source (if applicable). Expenses must match the associated budget line item outlined in Exhibit B.
- **Programmatic:** Grantee must submit a Research Performance Progress Report narrative that includes accomplishments, work products, participating collaborators, and any changes or problems.

Deliverable(s): Quarterly progress report with financial/expenditure tracking and programmatic narrative update

Deadline: Submitted on or before the final business day of each quarter (State Fiscal Year)

Task 1.4 Payment Requests/Reimbursements

Grantee shall submit a monthly invoice and report using a CEO-provided template to summarize work for the previous month, including but not limited to: Project status, description of deliverables and tasks completed during the reporting period, budget spent and remaining by task, project findings, unanticipated outcomes and roadblocks, and next steps in the project. If work is behind schedule, a summary of reasons for the delay and a plan of action to bring back on schedule is required. An invoice for eligible expenses should be included with each monthly report. Expenditures eligible for reimbursement must be incurred on, or after, the date the grant agreement was formally executed and before its end date. Additionally, reimbursement requests shall break out eligible expenditures that can be matched against the project as detailed in the budget agreement. The Grantee is responsible for submitting a finance/expenditure packet when submitting a payment request to include the following applicable components:

Docusign Envelope ID: 7C9585DB-1D94-4818-83D1-8D801FF896F4

As applicable to the project type:

- **Receipts:** Legible copies of all sales invoices/receipts for an eligible project expense showing the purchase price and amount paid by the Grantee. As applicable, these receipts should reflect associated labor costs, equipment, number of units purchased, or model and serial numbers from the equipment.
- **Invoice:** A formal invoice to CEO seeking reimbursement for payments made for eligible project expense(s). This invoice should clearly outline the upfront cost incurred by Grantee for the eligible project expense and the amount of reimbursement sought from GEGP, which will be no greater than $270,000 total ($90,000 per project).
- **Period Progress Report:** A progress report and supporting documentation reflective of the invoice detailing the development, installation, operation, or commissioning of the Grantee project. As applicable to the project, the following items shall be provided in addition to the progress report summary:
    - Current working draft of scoping studies, prefeasibility studies, detailed designs, final conceptual model, feasibility studies or other relevant work product
    - Project commissioning logbook/checklist
    - Equipment shipping information
    - Digital photos of the purchased and installed equipment

If the financial/expenditure packet is acceptable, the CEO Program Manager will submit the invoice to the accounting department for payment.

If any part of the financial/expenditure packet is unacceptable, the CEO Program Manager will work with the Grantee to correct, modify, or replace as needed. The two directors and the CEO Program Manager will determine whether funding should be denied or reduced, and the CEO Program Manager will inform the Grantee of their decision.

Deliverable(s): Finance/expenditure report packet

Deadline: Within the first 10 calendar days of each month

Task 1.5 Final Report

Grantee will be required to submit a final report on or before the Grant Agreement end date. CEO will provide Grantee a final reporting template upon Grant Agreement

execution. Please refer to Tasks 3 for more details regarding information that will be required in the final report. Grantee shall submit a final report that includes the following information:

- **Financial/Expenditure:** Tracking of grant-related expenses and expenditures by Grantee and match funding source. Expenses must match the budget line items outlined in the grant agreement; expenditures of funds must reconcile with CEO's files.
- **Programmatic Report**: A technical account of all project-related work performed, project objectives, results initially estimated and achieved (including but not limited to the total grant funding realized, match funding realized, and to the extent available, effects of the project on gas use, electricity use, emissions and energy costs), technology implemented, successes/challenges/lessons learned, changes to original project scope, operational summary. Grantee shall submit a **Final Research Performance Progress Report (RPPR)** which includes a report on the progress of the project including accomplishments, work products developed, project participants and other collaborating organizations, project impacts, and any changes or problems. Compliance with applicable project-related codes and requirements, whether local, state, or federal. This report will be publicly available.

Deliverable(s): Final project report summary

Deadline: Within 30 days following the completion of Tasks 3 or otherwise requested by the CEO

Task 2. Final Project Deliverables – Single Structure Geothermal

Task 2.1 Single Structure Geothermal Final Deliverable(s)

- The installation of geothermal loop systems or ground-source heat pumps within groups of non-networked individual single-family residential buildings, individual multifamily residential buildings, or individual nonresidential buildings by project completion: Equipment and Materials: GSHP equipment, piping/casing, GSHP fluids, fluid pumps, auxiliary heaters, grouting materials, misc. plumbing and electrical to complete installation (air separators, expansion tanks, electrical wiring and needed electrical panel, pipe insulation, and ducting)
- Installation Labor: HVAC, electrical, plumbing, drilling, trenching, excavation, and other earthwork
- Permits
- Environmental regulation requirements (fluids and spoils)
- System Commissioning

Docusign Envelope ID: 7C9585DB-1D94-4818-83D1-8D801FF896F4

In addition, project will be required to deliver the following reports:

- Equipment Installation Reporting
- Project Site Characteristics Reporting
- Commissioning Report
- Operations Report
- Project Impacts Report

3.1.1 Fire station #6 Deadline: June 2025

3.1.2 **Fire station #8 Deadline:** May 2025

3.1.3 Fire station #11 Deadline: May 2025

Task 3. This Section is intentionally left blank.

Task 4. This Section is intentionally left blank.

IV. Anticipated Project Schedule

Table 1. Project & Task Schedule

Task Number	Anticipated Date of Completion
Task 1 Prerequisites	Varies; see “deadlines” under Task 1
Task 2 Administration	See “deadlines” for specific due dates for each sub task. Overall task should be complete within 120 days following completion of the Task 3 and no later than June 30, 2027
Task 3 Single-Structure	3.1.1 June 2025 3.1.2 May 2025 3.1.3 May 2025

Docusign Envelope ID: 7C9585DB-1D94-4818-83D1-8D801FF896F4

V. Site Visits and Evaluation

CEO staff, State of Colorado employees, and other GEGP representatives may require access to the site of a GEGP-funded project, before, during or within one calendar year of equipment installation (i.e. on-site monitoring visit). The Grantee shall provide such access upon request. Additionally, the CEO may perform program evaluation(s) to aid in continuous program improvement which may take the form of a questionnaire or a more detailed interview with project team members. GEGP representatives may engage with the Grantee to discuss the possibility of creating a success story/case study of an awarded project during development or upon project completion, with participation in such voluntary. Please note, information used in success stories/case studies would be publicly available.

VI. Commissioning & Operation Verification

If applicable to the project, the Grantee shall undertake a process to ensure all completed systems & equipment are designed, installed, tested, operated, and maintained according to the design and specifications to ensure proper installation and operation. Assurance will be provided via the submission of a commissioning logbook for the equipment & systems purchased & installed under this Agreement.

Deliverables may include (as applicable to the project):

- Documentation including a commissioning logbook and any supporting data to be provided by the Grantee
- Additional supporting documentation including, but not limited to, functional testing reports/logs, system operations and maintenance guides

Docusign Envelope ID: 7C9585DB-1D94-4818-83D1-8D801FF896F4

Exhibit B, Project Budget and Payment Conditions

I. Reimbursable Costs

The following items are eligible for reimbursement under this Grant Agreement:

A. Fire station #6
B. Fire station #8
C. Fire station #11

Table 1. Tasks Eligible for GEGP Reimbursement

Task Number	Task Reimbursable by GEGP Grant (Yes / No)
Task 1	
Task 1.1	No
Task 2	
Task 2.1	No
Task 2.2	Yes
Task 2.3	Yes
Task 2.4	No
Task 2.5	Yes
Task 3	
Task 3.1	I.A: Yes I.B: Yes I.C: Yes

II. Project Budget

The table below details the estimated budget for the eligible project expenses, CEO agrees to provide funds totaling $270,000 total ($90,000 per project) towards the cost of this Project. Grantee agrees to pay the additional costs required to complete the Project and fulfill this Statement of Work.

Docusign Envelope ID: 7C9585DB-1D94-4818-83D1-8D801FF896F4

Table 2. Project Budget Summary (I.A: Fire station #6)

Total Estimated Cost	GEGP Grant Funding Amount
$ 472,711	Up to $90,000

Table 3. Project Budget Summary (I.B: Fire station #8)

Total Estimated Cost	GEGP Grant Funding Amount
$ 475,713	Up to $90,000

Table 4. Project Budget Summary (I.C: Fire station #11)

Total Estimated Cost	GEGP Grant Funding Amount
$ 484,018	Up to $90,000

Docusign Envelope ID: 7C9585DB-1D94-4818-83D1-8D801FF896F4

Exhibit C, Sample Option Letter

Option Letter Number

[Insert the Option Number (e.g. "1" for the first option)]

Original Agreement Number

[Insert CMS number or Other Agreement Number of the Original Agreement]

Option Agreement Number

[Insert CMS number or Other Agreement Number of this Option]

Agreement Performance Beginning Date

[Month Day, Year]

Current Agreement Expiration Date

[Month Day, Year]

Options:

A. Option to extend for an Extension Term
B. Option to change the quantity of Goods under the Agreement
C. Option to change the quantity of Services under the Agreement
D. Option to modify Agreement rates
E. Option to initiate next phase of the Agreement

Required Provisions:

1. For use with Option 1(A): In accordance with Section(s) [Number] of the Original Agreement referenced above, the State hereby exercises its option for an additional term, beginning [Insert start date] and ending on the current Agreement expiration date shown above, at the rates stated in the Original Agreement, as amended.
2. For use with Options 1(B and C): In accordance with Section(s) [Enter Section(s) number] of the Original Agreement referenced above, the State hereby exercises its option to [Increase/Decrease] the quantity of the [Goods/Services or both] at the rates stated in the Original Agreement, as amended.
3. For use with Option 1(D): In accordance with Section(s) [Enter Section(s) number] of the Original Agreement referenced above, the State hereby exercises its option to modify the Agreement rates specified in [Enter Exhibit/Section] [Enter Number/Letter]. The Agreement rates attached to this Option Letter replace the rates in the Original Agreement as of the Option Effective Date of this Option Letter.
4. For use with Option 1(E): In accordance with Section(s) [Enter Section(s) number] of the Original Agreement referenced above, the State hereby exercises its option to initiate Phase [indicate which Phase: 2, 3, 4, etc.], which shall begin on [Insert start date] and end on [Insert ending date] at the cost/price specified in Section [Enter Section(s) number].

Docusign Envelope ID: 7C9585DB-1D94-4818-83D1-8D801FF896F4

5. For use with all Options that modify the Agreement Maximum Amount: The Agreement Maximum Amount table on the Agreement's Signature and Cover Page is hereby deleted and replaced with the Current Agreement Maximum Amount table shown above.

Option Effective Date:

The effective date of this Option Letter is upon approval of the State Controller or [Enter date], whichever is later.

STATE OF COLORADO

Jared S. Polis, Governor

[INSERT-Name of Agency or IHE]

[INSERT-Name & Title of Head of Agency or IHE]

_____

By: [Name & Title of Person Signing for Agency or IHE]

Date: _____

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

STATE CONTROLLER

Robert Jaros, CPA, MBA, JD

By:_____

[Name of Agency or IHE Delegate-Please delete if agreement will be routed to OSC for approval]

Option Effective Date:_____

Docusign Envelope ID: 7C9585DB-1D94-4818-83D1-8D801FF896F4

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: March 9, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Carla Sikes, City Attorney

SUBJECT: AN ORDINANCE APPROVING A SETTLEMENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND PUEBLO ECONOMIC DEVELOPMENT CORPORATION, A COLORADO NONPROFIT CORPORATION AND AUTHORIZING THE MAYOR TO EXECUTE SAID CONTRACT

SUMMARY:

Attached is an Ordinance approving a Settlement Agreement between the City of Pueblo ("City") and Pueblo Economic Development Corporation ("PEDCO").

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

On August 8, 1983, the City deeded to PEDCO the real property located at 301 N. Main Street, Pueblo, Colorado 81003 (the "Property"). The Deed contained certain restrictions one of which was that PEDCO immediately notify the City in the event of a breach of any conditions of the Deed or result in reversion of the property to the City. On January 1, 2008, the City entered into an Economic Development Contract with PEDCO (the "EDC Contract").

Certain disputes have arisen between the parties regarding the EDC Contract and Deed. The attached Settlement Agreement is proposed to fully and finally resolve all claims between the parties related to the EDC Contract and Deed.

FINANCIAL IMPLICATIONS:

The building is almost fully occupied and rental payments will pay for most, if not all of the building maintenance costs. Any costs not covered by lease payments would be paid from the general fund.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

City Council may reject the settlement agreement with PEDCO.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE APPROVING A SETTLEMENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND PUEBLO ECONOMIC DEVELOPMENT CORPORATION, A COLORADO NONPROFIT CORPORATION AND AUTHORIZING THE MAYOR TO EXECUTE SAID CONTRACT

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

SECTION 1.

The Settlement Agreement, between the City of Pueblo, a Colorado municipal corporation and Pueblo Economic Development Corporation ("PEDCO"), 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 Settlement Agreement in the name of the City and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 2.

The Bargain and Sale Deed from PEDCO to the City conveying title to following real property: S 70.72 FT OF LOTS 14 TO 16 + E 22.22 FT OF S 70.72 FT OF LOT 13 BLK 33 PUEBLO (See attached Deed for full legal description), commonly known as 301 N. Main Street, Pueblo, CO 81003-324, and all improvements thereon, a copy of which is attached hereto, having been approved as to form by the City attorney is hereby approved and accepted.

SECTION 3.

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 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: March 9, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Harley Gifford, Deputy City Attorney

SUBJECT: AN ORDINANCE AUTHORIZING THE MAYOR TO DECLARE A TEMPORARY KENNEL AND CATTERY EMERGENCY SUSPENDING SECTION 11-4-9 OF THE PUEBLO MUNICIPAL CODE

SUMMARY:

Attached is a proposed Ordinance which authorizes the Mayor to declare temporary kennel and cattery emergencies suspending enforcement of Section 11-4-9, P.M.C.

PREVIOUS COUNCIL ACTION:

On November 22, 2021, by Ordinance No. 10058, City Council authorized the Mayor, when temperatures reach dangerous levels between December 1st and March 31st of each year, to declare temporary housing and shelter emergencies for the City's homeless residents and allowed buildings utilized by the City's churches, synagogues, mosques, temples, and other religious institutions to be used as temporary warming shelters for the City's homeless population during such temporary emergencies. The City's Zoning, Fire and Building Code ordinances and regulations in conflict with such use were temporarily suspended during such temporary emergencies.

On November 14, 2022, by Ordinance 10326, City Council enlarged this authority from December 1st to November 1st.

On October 23, 2023, by Ordinance No. 10582, City Council expanded the Mayor's authority to declare a housing and shelter emergency before November 1st of each year.

On April 22, 2024, by Ordinance No. 10697, City Council expanded the Mayor's authority to declare a housing and shelter emergency throughout the calendar year.

BACKGROUND:

The City is experiencing an increase in the frequency of extreme weather events to include fire, flooding, heat, and cold in addition to certain man-made circumstances and other existential threats which pose significant dangers to the health of the City's unhoused persons. Many of the City's unhoused persons own dogs and cats and when there is a need for temporary overnight shelters for the City's unhoused, these individuals often have difficulty in obtaining temporary shelter for themselves and their pets.

FINANCIAL IMPLICATIONS:

Not applicable to this Ordinance.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

A "no action" alternative would prevent the Mayor from declaring a temporary kennel and cattery emergency and would strictly enforce the requirement for a kennel or cattery license to temporarily shelter more than four dogs or four cats without first obtaining a license.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE MAYOR TO DECLARE A TEMPORARY KENNEL AND CATTERY EMERGENCY SUSPENDING SECTION 11-4-9 OF THE PUEBLO MUNICIPAL CODE

WHEREAS, the City of Pueblo is a home rule municipality organized pursuant to Article XX of the Colorado Constitution and the Charter of the City of Pueblo; and

WHEREAS, the City Council finds that periods of extreme weather may create temporary housing and shelter crises affecting the health, safety, and welfare of unhoused residents of the City; and

WHEREAS, City Council enacted Ordinance No. 10697 declaring that a housing and shelter emergency existed for the City's unhoused residents; and

WHEREAS, Ordinance No. 10697 established a framework for the Mayor to declare emergencies and exercise limited administrative authority necessary to protect public health, safety, and welfare during emergency conditions; and

WHEREAS, during such periods, strict enforcement of certain municipal offenses relating to kennels, catteries, and multiple animal licenses may impair the City’s ability to respond effectively to temporary housing and shelter needs; and

WHEREAS, the City Council finds it necessary and appropriate to authorize the Mayor to declare a temporary kennel and cattery emergency suspending enforcement of Section 11-4-9, P.M.C. when necessary to protect human life and welfare. NOW, THEREFORE,

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

SECTION 1.

The Mayor is hereby authorized to declare, by written proclamation filed with the City Clerk, a temporary kennel and cattery emergency when the Mayor determines that conditions exist within the City that create a substantial risk to the health, safety, or welfare of persons due to inadequate access to temporary housing or shelter.

Such declaration shall:

(a) Identify the nature of the emergency; and

(b) Specify the effective date and time of the declaration.

SECTION 2.

During a declared temporary kennel and cattery emergency, the Mayor is authorized to temporarily suspend enforcement of Section 11-4-9, P.M.C., in whole or in part, to the extent reasonably necessary to protect public health, safety, and welfare and to facilitate temporary housing and shelter.

Such suspension shall:

(a) Be limited in scope and duration to that which is reasonably necessary;

(b) Be clearly specified in the written declaration; and

(c) Not affect enforcement of other municipal, state, or federal laws unless specifically authorized by ordinance or state law.

SECTION 3.

All declarations issued pursuant to this Ordinance shall be filed with the City Clerk and made publicly available as soon as practicable following issuance.

SECTION 4.

Nothing in this ordinance shall limit the authority of the City Council to terminate a temporary kennel and cattery emergency declaration by resolution.

SECTION 5.

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

SECTION 6.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____
_____
_____
_____

_____

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: March 9, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Carla Sikes, City Attorney

SUBJECT: AN ORDINANCE APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND HUB INTERNATIONAL INSURANCE SERVICES, INC., A CALIFORNIA CORPORATION RELATING TO RISK MANAGEMENT SERVICES, AND AUTHORIZING THE MAYOR TO EXECUTE SAID CONTRACT

SUMMARY:

Attached is an Ordinance approving a Professional Services Agreement between the City of Pueblo ("City") and HUB International Insurance Services, Inc. ("HUB") relating to risk management services.

PREVIOUS COUNCIL ACTION:

City Council has passed previous resolutions and ordinances which approved risk management services with HUB International.

BACKGROUND:

HUB International Insurance Services, Inc. will provide professional risk management services relating to property, third party liability, workers' compensation, claims advocacy and loss control to the City and its departments and agencies for a total annual fee of $75,000.

FINANCIAL IMPLICATIONS:

HUB International's total annual fee for risk management services is $75,000.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Failure to approve this Ordinance will result in the discontinuation of risk management services being provided to the City.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. Professional Services Agreement - HUB - City of Pueblo 2026

ORDINANCE NO.

AN ORDINANCE APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND HUB INTERNATIONAL INSURANCE SERVICES, INC., A CALIFORNIA CORPORATION RELATING TO RISK MANAGEMENT SERVICES, AND AUTHORIZING THE MAYOR TO EXECUTE SAID CONTRACT

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

SECTION 1.

The Professional Services Agreement between the City of Pueblo and HUB International Insurance Services, Inc. relating to risk management services, 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 Professional Services Agreement in the name of the City and the City Clerk is authorized to affix the seal of the City thereto and attest same.

SECTION 3.

The officers and staff of the City are authorized to perform any and all acts consistent with this Ordinance and the attached Professional Services Agreement which are necessary or appropriate to implement the transactions described therein.

SECTION 4.

This Ordinance shall become effective immediately upon final action by the Mayor and City Council.

Action by City Council:

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

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

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement"), dated **January 1, 2026** (the "Commencement Date"), is hereby entered into by and between the City of Pueblo, a Municipal Corporation, (the "City"), and HUB International Insurance Services, Inc. (the "Advisor").

WHEREAS, the City desires to engage the Advisor to perform certain risk management services for City, including its boards, commissions, elected bodies, departments, enterprises, and controlled nonprofit corporation, including but not limited to the services as more fully outlined in Exhibit A and the placement and/or servicing of certain of the City's insurance coverages, and the Advisor desires to perform such services for the City, in each case on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the parties agree as follows:

1. Engagement. The City hereby engages the Advisor to perform the professional services as described in Exhibit A, Sections I, II, III, IV, V, and VI hereto (the "Consulting Services").

2. Term of Agreement. The term of this Agreement shall begin upon the Commencement Date and shall continue through **December 31, 2026**. This Agreement will automatically renew based on annual appropriation of funds.

3. Compensation; Compensation Disclosure.

(a) The City shall pay to the Advisor, and the Advisor shall accept from the City, for the Consulting Services to be rendered by the Advisor, an annual fee in the amount set forth in Exhibit A (the "Fee"), payable in monthly installments equal to one-twelfth of the annual Fee.

(b) In the event the Advisor serves as the insurance producer placing insurance policies on behalf of the City, the Advisor or its affiliates may receive standard commissions from the insurance carrier issuing each underlying insurance policy. The Advisor or its affiliates may also receive contingent commissions, profit sharing payments, bonuses, override commissions, or other profit, volume or incentive-based non-standard payments from each such insurance carrier which will not be credited against the Fee. The City hereby expressly acknowledges its understanding of such arrangements. Upon request by the City, the Advisor will promptly provide to the City additional information about the commissions the Advisor expects to receive, based in whole or in part upon the placement of insurance policies by the City, and the compensation that the Advisor expected to receive on any alternative quotes the Advisor may have received, on behalf of the City. The City's entry into this Agreement does not obligate the City to purchase any insurance product through the Advisor.

(c) The Fee shall be deemed earned by the Advisor in accordance with the following schedule: (i) 50% as of the Commencement Date; (ii) an additional 25% on the three-month anniversary of the Commencement Date; and (iii) the remaining 25% on the six-month anniversary of the Commencement Date. Notwithstanding the foregoing, the net Fee after the credits have been applied shall be payable monthly as provided in subsection (a) of this section.

4. Services of Others. If the City requests the Advisor to arrange for the services of others, the fees and expenses of such others will be paid or reimbursed by the City.

5. Review of Policies. The City acknowledges that the Advisor may not have the authority to make binding commitments on behalf of insurers regarding the issuance of coverages, rates or other terms and conditions of coverage. The Advisor shall review all policies, certificates and endorsements delivered to it by insurers or intermediaries for the purpose of confirming their accuracy and conformity to negotiated specifications, and advise the City concerning same. To the extent the City may review any

policies, certificates and endorsements delivered to it, it shall promptly advise the Advisor of any discrepancies or inconsistencies actually detected by City, recognizing that City is not an expert and does not employ on its staff any professionals in insurance.

6. Expenses. Except as otherwise set forth herein, the Advisor shall be responsible for all expenses incurred by it in connection with the provision of the Consulting Services hereunder; however, if the City requests that the Advisor travel outside of and away from the office of the Advisor, the City shall be responsible for the Advisor's reasonable expenses including travel, meals and lodging.

7. Communications. The Advisor will be entitled to rely, without investigation or inquiry, upon any written communication by the City or its agents to the Advisor, provided such information is of the type or kind reasonably and ordinarily relied upon by professionals engaged in the types of services furnished by Advisor under this Agreement.

8. Confidential Information. All information received by the Advisor in performing the Consulting Services (except information which is publicly known or which is made known or available to the public by the City) shall be treated by the Advisor as confidential and not be revealed to any other persons, firms or organizations except as required in the performance of this Agreement. Records provided to the Advisor by the City will remain the City's property and will be returned by the Advisor to the City upon request; provided, however, that the Advisor shall be permitted to retain copies of such records to the extent required in the ordinary course of business or by law. The Advisor retains the sole rights to all of its proprietary computer programs, methods and procedures and to all underwriting and client files developed by the Advisor.

9. Termination.

(a) In the event of a default, as described below, this Agreement may be terminated immediately by the non-defaulting party. Any one of the following events shall constitute a default of this Agreement, regardless of any other effect or result:

(i) if the City fails to pay any monies due the Advisor pursuant to this Agreement within thirty (30) days of the applicable date due; or

(ii) if either of the parties commits a breach of any material obligation, warranty, acknowledgment or representation of this Agreement that is not remedied within thirty (30) days after such party has received written notice of such breach.

(b) This Agreement may be terminated by either party in its sole discretion and without cause upon thirty (30) days prior written notice to the other party.

(c) The City acknowledges that early termination of this Agreement shall not entitle the City to a refund of any portion of the Fee earned prior to the effective date of such termination. Any unearned portion of the Fee shall be returned to the City within thirty (30) days following the effective date of the termination of this Agreement.

10. Independent Contractor. The Advisor shall furnish the Consulting Services as an independent contractor, and not as an employee of the City. The parties intend to have an independent contractor relationship, and do not intend to have a relationship in the nature of an employer-employee, partnership, joint venture or agency. Neither party shall represent to any other person or entity that the relationship between the City and the Advisor is anything other than an independent contractor relationship.

11. Publicity. The Advisor shall not use the City's name and logo in any advertising nor in the marketing materials of the Advisor, provided that the name of the City may be given as a reference as a

client for whom Advisor provides or has provided professional services; and provided further, that the Advisor's use pursuant to this Section 11 shall be subject to any additional restrictions or guidelines which may be provided from time to time by the City to the Advisor.

12. Assignability; Successors. This Agreement, and the parties' rights and obligations hereunder, may not be assigned or assumed by another without the prior written consent of the other party. This Agreement shall inure to the benefit of, and be binding upon the parties hereto, their successors, permitted assigns or legal representatives.

13. Waivers. No waiver of any default or breach of this Agreement shall be deemed a continuing waiver or a waiver of any other breach or default.

14. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the state of Colorado without regard to principles of conflicts of law. 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. To the maximum extent permitted by law, each party to this Agreement waives its right to a jury trial.

15. Severability. The provisions of this Agreement are intended to be interpreted in a manner which makes them valid, legal and enforceable. In the event that any provision of this Agreement is found to be partially or wholly invalid, illegal or unenforceable, such provision shall be modified or restricted to the extent and in the manner necessary to render it valid, legal and enforceable. It is expressly understood and agreed between the parties that such modification or restriction may be accomplished by mutual accord between the parties or, alternatively, by disposition of an arbitrator or a court of law. If such provision cannot under any circumstances be so modified or restricted, it shall be excised from this Agreement without affecting the validity, legality or enforceability of any of the remaining provisions.

16. Entire Agreement. This Agreement, together with its exhibits "A," "B," and "1" represent the parties' entire agreement concerning the subject matter hereof and integrates all previous oral and written agreements and understandings between them. The parties mutually acknowledge that any representations they made or raised prior to the execution of this Agreement are void unless made a part of this Agreement.

17. Subsequent Documents. The parties agree that each will timely execute any further documents that will be reasonably necessary to effect any term, condition or other part or aspect of this Agreement.

18. Amendment. No provision of this Agreement may be amended, augmented or in any way modified except in writing, signed by a duly authorized representative of each of the parties.

19. Notices. Any notice required to be given pursuant to the provisions of this Agreement shall be in writing, delivered in person or by certified U.S. mail, return receipt requested, and addressed to the parties at the following addresses:

To City: City of Pueblo
P.O. Box 1427
Pueblo, CO 81002-1427
Attn: Heather Graham, Mayor

To Advisor: HUB International Insurance Services Inc.
2000 S. Colorado Blvd. Tower 2, Suite 150
Denver,CO 80222
Attn: Nikki Mosbrucker, EVP, Chief Operating Officer

The parties may change these addresses by giving written notice of the change.

20. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of such counterparts shall together constitute one and the same instruments.

21. Headings. The headings used in this Agreement have been inserted only to assist with reference and are not a part of the parties' intended agreement.

22. Force Majeure. Neither of the parties shall be liable to the other for any failure to satisfy an obligation or warranty under this Agreement due to any cause beyond a party's reasonable control including, but not limited to, inclement weather, Acts of God, war, riot, terrorist acts, malicious acts of damage, civil commotion, industrial dispute, power failure or fire.

23. Dispute Resolution. If a dispute arises out of or relates to this Agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by JAMS before resorting to arbitration, litigation or some other dispute resolution procedure.

24. State-imposed Mandates Prohibiting Illegal Aliens from Performing Work

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

24.2. Advisor shall not:

24.2.1. Knowingly employ or contract with an illegal alien to perform work under this Agreement;

24.2.2. Enter into an Agreement with a contractor that fails to certify to Advisor that the contractor and subcontractors, if any, does not knowingly employ an illegal alien to perform work under this Agreement.

24.3. The following state-imposed requirements apply to this Agreement:

24.3.1. The Advisor shall confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or Department Program.

24.3.2. The Advisor is prohibited from using either the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

24.3.3. If the Advisor obtains actual knowledge that a contractor or subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Advisor shall:

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

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

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

24.4. Violation of this Section by the Advisor shall constitute a breach of Agreement and grounds for termination.

24.5. As used in this Section, the terms "contractor" and "subcontractor" shall mean any contractor or subcontractor of Manager rendering services within the scope of this Agreement.

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

26. TABOR Compliance

No Multi-Fiscal Year Obligation on City. This Agreement is expressly made subject to the limitations of the Colorado Constitution. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City Council of Pueblo, contrary to Article X, § 20 Colorado Constitution or any other constitutional, statutory or charter debt limitation. Notwithstanding any other provision of this Agreement, with respect to any financial obligation of the City which may arise under this Agreement in any fiscal year after 2014, in the event the budget or other means of appropriations for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure shall not constitute a default or breach of this Agreement by the City. The obligations of the City under this Agreement are subject to annual appropriations made for that purpose by the City Council of Pueblo.

[Signature page follows]

IN WITNESS WHEREOF, the parties have signed this Agreement to be effective as of the Commencement Date.

HUB INTERNATIONAL
2000 S. Colorado Blvd., Tower 2, Suite 150
Denver,CO 80222
Attn: Nikki Mosbrucker, COO

By:_____

Name:_____

Date:_____

City of Pueblo
P.O. Box 1427
Pueblo, CO 81002-1427
Attn: Heather Graham, Mayor

By:_____

Name:_____

Date:_____

Exhibit A

The Advisor shall perform the following services for the City for total annual compensation of $75,000 (total monthly compensation of $6,250).

I. Property & Liability **Annual Fee: $20,000**

- Preparation, negotiation, and placement of insurance programs for the City of Pueblo, it's Enterprises and controlled Nonprofit corporations including:
  - CIRSA
  - Crime
  - Airport Liability
  - Unmanned Aircraft / Drone
  - The fee excludes the following:
    - Boiler & Machinery
    - Cyber
    - Project Specific Policies, if necessary
  - Pueblo Transit

II. Workers' Compensation **Annual Fee: $20,000**

- Evaluation and Placement of Surety Bond
- Placement of Specific Excess Insurance
- Process Self-Insurance Annual Permit Renewal via Dept. of Labor (Submission by HUB, Payment by City)
- Submission of Experience Modification Data to National Council on Compensation Insurance (NCCI).
- *Placement of Coverage for Pueblo Transit & is not included under this agreement*

III. Risk Management Services **Annual Fee: Included**

- Risk Management Officer as related to insurance strategy and placement
- Monthly reconciliation of retention fund to budget
- Provide information for the Annual Reserve Analysis – Claim development and forecasting
- Assist in investigation of employee injuries when requested by City

IV. Claims Advocacy Services **Annual Fee: $35,000**

- Receive & Process all claims for CIRSA
- Troubleshoot third-party liability / workers' compensation claims and/or suits
- Assist with Third Party negotiation
- Participate in quarterly claim reviews and monthly claim check-in calls with current TPA

V. Loss Control Services **Annual Fee: Included**

- Advise City on Loss Prevention and Incentive Programs
- Assist with CIRSA Loss Control Surveys
- Participate in Quarterly Executive Safety Committee meetings, if requested
- Support with Insurance Vendor's recommended Safety & Awareness Training
- Attend Pueblo Transit Safety Review Committee meetings and assist with Safety awards
- Participate in Newly-Elected Officials program in conjunction with City and CIRSA legal team, when requested

VI. Services For Which Hub Acts As Advisor Only **Annual Fee: Included**

- Contract review with regard to insurance matters in coordination with the City's Law Department

VII. Employee Benefits **Annual Fee: N/A**

- Program management and administration covered under separate Professional Services Agreement

Docusign Envelope ID: 108AE49D-CFA2-4D4A-A28D-F7AA1930D42F

City Clerk's Office Item # Q1

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: March 9, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Vince Petkosek, Deputy City Clerk

FROM: Joe Latino, Councilor

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2026 GENERAL FUND BUDGET TO NEIGHBORWORKS SOUTHERN COLORADO IN THE AMOUNT OF $500 TO SPONSOR THEIR 6TH ANNUAL GOLF SCRAMBLE AT 8:00 AM AT ELMWOOD GOLF COURSE ON FRIDAY, MAY 8TH, 2026

SUMMARY:

Attached for consideration is a request for support of NeighborWorks Southern Colorado in the amount of $500 to sponsor their 6th Annual Golf Scramble from 8:00 AM at Elmwood Golf Course on Friday, May 8th, 2026.

PREVIOUS COUNCIL ACTION:

Council supported their Celebration of Home in 2025 for $2,000.

BACKGROUND:

City Council Member Joe Latino is requesting $500 to sponsor NeighborWorks Southern Colorado's 6th Annual Golf Scramble. The event will take place on Friday, May 8th, 2026, at 8:00 AM at Elmwood Golf Course.

Last year, 497 people achieved homeownership through their Homebuyer Education program, 785 families accessed financial education through their Financial Fitness classes, 54 households were able to avoid foreclosure through their Foreclosure Mitigation support, 24 first time homebuyers used their Downpayment Assistance program to close on a home, 18 homeowners made their home healthier and safer by using their Home Improvement Lending program, and 8 small businesses grew their reach with support from their Small Business Lending program. This event is one of their primary fundraisers used to support their programs.

FINANCIAL IMPLICATIONS:

Docusign Envelope ID: 108AE49D-CFA2-4D4A-A28D-F7AA1930D42F

Payment of funds in the amount of $500 would be paid from the Council Contingencies Account in the 2026 General Fund Budget to NeighborWorks Southern Colorado.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

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

RECOMMENDATION:

This Resolution is at the request of Council Member Joe Latino.

ATTACHMENTS:

1. Sponsorship Request Packet - NeighborWorks Southern Colorado - 6th Annual Golf Scramble
2. SOS - NeighborWorks Southern Colorado, Inc - 2.11.26
3. 2026 Contingencies (Council) NeighborWorks Southern Colorado - 6th Annual Golf Scramble

Docusign Envelope ID: 108AE49D-CFA2-4D4A-A28D-F7AA1930D42F

RESOLUTION NO. 16273

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2026 GENERAL FUND BUDGET TO NEIGHBORWORKS SOUTHERN COLORADO IN THE AMOUNT OF $500 TO SPONSOR THEIR 6TH ANNUAL GOLF SCRAMBLE AT 8:00 AM AT ELMWOOD GOLF COURSE ON FRIDAY, MAY 8TH, 2026

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of $500 from the Council Contingencies Account in the 2026 General Fund Budget is authorized to be paid to NeighborWorks Southern Colorado to sponsor their 6th Annual Golf Scramble at 8:00 AM at Elmwood Golf Course on Friday, May 8th, 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: March 9, 2026

BY: Roger Gomez
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	Brianna Garcia - NeighborWorks Southern Colorado
Date	02/11/2026
Requestor Phone	[redacted]
Requestor Email	[redacted]
Business/Organization Name	NeighborWorks Southern Colorado
Organization Website	www.nwsoco.org
Please share your business or organizations mission/goals	Our mission is to promote healthy, vibrant Neighborhoods and serve as the first choice for homebuyer resources in Southern Colorado. Our core belief is that building sustainable communities begins with building stable homes. NeighborWorks Southern Colorado is a public non-profit organization governed by a Board of Directors. Established in 1977, NWSoCo is a charter member of the national organization: NeighborWorks America. Serving 19 counties in Southern Colorado: Pueblo, Teller, El Paso, Lincoln, Cheyenne, Fremont, Crowley, Kiowa, Otero, Bent, Prowers, Custer, Saguache, Alamosa, Huerfano, Las Animas, Baca, Conejos, Costilla
Sponsorship request for	Event
Requested Amount	5000
Describe how contribution will be used	Both events raise crucial funds that support our programs and general operating expenses. Your support helps us achieve measurable impact.
Event Title	6th Annual Golf Scramble/Celebration of Home Luncheon
Event Date	05/08/2026
Event Time	8:00 AM (MST)
Event Location	Elmwood Golf Course/CSU-Pueblo
Admission to this event is	Paid
IF PAID IS SELECTED Cost of Admission	$540/team or $100/ticket to Luncheon

Event Description:	Golf Scramble – May 8, 2026 Join us at Elmwood Golf Course for our annual Golf Scramble! Please see the attached flyer for details on registration, sponsorship opportunities, and more. Annual Celebration of Home – August 14, 2026 This year, our Celebration of Home is moving to a luncheon format at Colorado State University Pueblo. We are inviting early commitments from sponsors and supporters; don't miss your chance to be part of this meaningful event!
Does your organization hold multiple events per year?	Yes
If yes, please list the event titles and a short description.	Golf Scramble – May 8, 2026 Join us at Elmwood Golf Course for our annual Golf Scramble! Please see the attached flyer for details on registration, sponsorship opportunities, and more. Annual Celebration of Home – August 14, 2026 This year, our Celebration of Home is moving to a luncheon format at Colorado State University Pueblo. We are inviting early commitments from sponsors and supporters; don't miss your chance to be part of this meaningful event!
Sponsorship Benefits	Varies by tier level
Company/Organization Classification	• Non-Profit
Is your organization currently in good standing with the Secretary of State?	Yes
Have you applied for CSAC funding?	No
What other organizations or entities are you requesting funding from?	Banks, Lenders, Realtors, Etc.
What population(s) does your organization primarily serve? (multi select)	• Disadvantaged – low income • Adults • Families
How many individuals did your organization serve last year?	497 people achieved homeownership through our Homebuyer Education program 785 families accessed financial education through our Financial Fitness classes 54 households were able to avoid foreclosure through our Foreclosure Mitigation support 24 first time homebuyers used our Downpayment Assistance program to close on a home 18 homeowners made their home healthier and safer by using our Home Improvement Lending program 8 small businesses grew their reach with support from our Small Business Lending program.
Please upload supporting documents such as sponsorship request letter, event flyer etc.	2026 Golf.COH Ask Letter - Signed.pdf 2026 Golf.COH Sponsor Levels.pdf

Payment Details

Make check payable to	NeighborWorks Southern Colorado
Address	1241 E Routt Ave. Pueblo, Co. 81004

Phone Number	719-544-8078

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**

Educate. Lend. Build. Engage.

Dear Valued Community Partner,

We are pleased to announce our two signature fundraising events for 2026. Each is designed to support our programs, uplift our community and strengthen the amazing work we do throughout the year.

This year we will host our 6th annual golf scramble on **May 8th, 2026,** at Elmwood Golf Course followed by our 2026 Celebration of HOME Luncheon on **August 14th, 2026**. More details will be shared soon, and we hope you'll save the dates and plan to join us.

NeighborWorks Southern Colorado was founded in 1977, as a nonprofit organization committed to promoting healthy, vibrant neighborhoods. Our work is rooted in the belief that building sustainable communities begins with creating stable homes. Each day, our team works tirelessly to be **Empowering. Trusted. And Community Driven.**

We were able to make a meaningful impact in FY 2025:

- 497 individuals achieved homeownership through our Homebuyer Education classes
- 785 families accessed financial education through our Financial Fitness classes
- 54 households avoided foreclosure with guidance from a Foreclosure Mitigation Specialist
- 24 first time homebuyers received down payment assistance through collaboration with our preferred partners
- 18 households created healthier, safer homes through our Home Improvement Lending Program
- 8 small businesses received funding to grow their reach with support from our small business loan program.

With your support we can continue the work we do and expand our meaningful, lasting impact in the community we all love. We invite you to join us at both events, and support our mission through sponsorships, silent auction donations, community engagement or any way that feels meaningful to you.

With appreciation,

Sandy Gutierrez, Chief Executive Officer

REGISTER HERE

NeighborWorks Southern Colorado

May 8, 2026
Golf Scramble

August 14th, 2026
Celebration of Home Luncheon

Sponsor Levels

Title Sponsor $1,500
(Limit 1) Custom logo golf balls to each player, acknowledgement at opening, on the website, social media, logo on the program and on all printed items that day. Winning pictures for social media.

Prize Sponsor $1,500
(Limit 1) Acknowledgement at opening, on the website, social media, logo on the program and on all printed items that day. Winning pictures for social media.

Lunch Sponsor $500
Acknowledgement on the website, social media, and lunch ticket, Logo on the program and on all printed items that day!

Snack Sponsor $500
(Limit 1) Acknowledgement on website, social media, and in the snack bags. Logo on the program!

Drink Sponsor $450
Acknowledgement on social media, Beverage Cart and Drink Tickets, logo on the program!

Breakfast Sponsor $350
Acknowledgement on social media, logo on the program!

Hole Presence $175
Includes a sign with your business logo at a designated hole, and presence at the hole

Hole Sponsor $125
Includes a sign with your business logo at a designated hole

Registration

4-player Team $540
Includes Breakfast, Lunch, Goodie Bag, Drink Tickets and a GREAT TIME!

Individual Player $135
Includes Breakfast, Lunch, Goodie Bag, Drink Tickets and a GREAT TIME!

Sponsorship Opportunities

Champion of HOME $5,000

- Table for 10 guests with prime table placement
- Prominent recognition in all event advertising, including: website, social media, printed materials, on-stage recognition
- Sponsor name displayed at table
- Verbal acknowledgment during the program
- Special table gift for sponsor guests

Cornerstone Sponsor $3,000

- 8 event tickets
- Prime table placement
- Prominent recognition in all event advertising, including: website, social media, printed materials, on-stage recognition

Anchor Sponsor $2,000

- 6 event tickets
- Recognition in all event advertising, including: website, social media, printed materials, on-stage recognition

Table of 10 $1,000

Connector Sponsor $1,000

- 4 event tickets
- Recognition on social media, and in the event program

Individual Tickets $100

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,

NeighborWorks Southern Colorado, Inc.

is a

Nonprofit Corporation

formed or registered on 08/12/1977 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 19871330967 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 02/10/2026 that have been posted, and by documents delivered to this office electronically through 02/11/2026 @ 12:28:02 .

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 02/11/2026 @ 12:28:02 in accordance with applicable law. This certificate is assigned Confirmation Number 18201573 .

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
3/9/26	NeighborWorks Southern Colorado - 6th Annual Golf Scramble		$ 500.00		$ 78,200.00
					$ 78,200.00
					$ 78,200.00

Docusign Envelope ID: 108AE49D-CFA2-4D4A-A28D-F7AA1930D42F

City Clerk's Office Item # Q2

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: March 9, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Vince Petkosek, Deputy City Clerk

FROM: Harley Gifford, Deputy City Attorney

SUBJECT: A RESOLUTION IN SUPPORT OF FRIENDS OF CITY PARK'S SUBMITTAL OF A LETTER OF INTENT FOR HISTORY COLORADO'S STATE HISTORICAL FUND COMPETITIVE GRANT PROGRAM TO PRESERVE THE CITY PARK BATH HOUSE

SUMMARY:

Attached is a Resolution in support of Friends of City Park's application for grant funding to preserve the City Park Bath House

PREVIOUS COUNCIL ACTION:

City Council designated the City Park Bath House as a local historic landmark by way of Ordinance 11093 on December 22, 2025.

BACKGROUND:

Friends of City Park intends to apply for grant funding from History Colorado through its State Historical Fund Competitive Grant program (the "Grant"). History Colorado offers general competitive grants twice a year in April and October. These grants can support archaeology, construction, planning, and education projects related to historic places. The grants vary by request amount, review process, and award announcement date.

Because the City of Pueblo owns the property for which the grant is sought, the Friends of City Park and the City are working to negotiate a lease agreement and Memorandum of Understanding that will come before City Council for approval by ordinance at a later date. The present resolution expresses general support for the Friends of City Park's Grant application and authorizes the Mayor to sign a Letter of Intent to facilitate the same.

The Grant will require a cash match. The Friends of City Park have expressed its intent to apply for the maximum amount of $250,000; however, it is not seeking any matching

Docusign Envelope ID: 108AE49D-CFA2-4D4A-A28D-F7AA1930D42F

funds from the City. It intends to "self-match" any required funds through its non-profit organization and private donations.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City in passing this Resolution.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

City Council could choose not to publicly support Friends of City Park's grant application.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

Docusign Envelope ID: 108AE49D-CFA2-4D4A-A28D-F7AA1930D42F

RESOLUTION NO. 16274

A RESOLUTION IN SUPPORT OF FRIENDS OF CITY PARK'S SUBMITTAL OF A LETTER OF INTENT FOR HISTORY COLORADO'S STATE HISTORICAL FUND COMPETITIVE GRANT PROGRAM TO PRESERVE THE CITY PARK BATH HOUSE

WHEREAS, Friends of City Park is a non-profit entity composed of engaged citizens, community members, and business leaders of Pueblo who are determined to see the preservation of Pueblo's historic assets; and

WHEREAS, Friends of City Park was formed to address the City Park Bath House and ensure its legacy is preserved in a way that also meets today's modern needs as a public facility, world class tennis center, and multi-purpose community space; and

WHEREAS, City Council passed Ordinance No. 11093 designating the City Park Bath House as a local historic landmark on December 22, 2025 making it eligible for State Historic Grant Funds; and

WHEREAS, Friends of City Park plans to submit a Letter of Intent on March 18, 2026 to apply for grant opportunities through History Colorado; and

WHEREAS, Friends of City Park plans to apply on April 1 for the Competitive Grant distributed by History Colorado through its State Historical Fund Program; and

WHEREAS, Friends of City Park intends to apply for the maximum amount of $250,000 in the general round and will provide all required matching funds through its non-profit entity and private donations. NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council of the City of Pueblo, for the above-stated reasons, supports Friends of City Park's Letter of Intent to apply for grant opportunities through History Colorado.

SECTION 2.

A copy of this Resolution may be submitted by Friends of City Park in its attempt to secure grant funding distributed by History Colorado.

SECTION 3.

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

Docusign Envelope ID: 108AE49D-CFA2-4D4A-A28D-F7AA1930D42F

SECTION 4.

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

INTRODUCED: March 9, 2026

BY: Roger Gomez
MEMBER OF CITY COUNCIL

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

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

Docusign Envelope ID: 40F853DD-FFBE-42AE-94FF-FE6FD4354943

City Clerk's Office Item # R1

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: March 9, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Vincent Petkosek, Deputy 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.

Docusign Envelope ID: 40F853DD-FFBE-42AE-94FF-FE6FD4354943

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

Docusign Envelope ID: 40F853DD-FFBE-42AE-94FF-FE6FD4354943

ORDINANCE NO. 11126

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

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.

Docusign Envelope ID: 40F853DD-FFBE-42AE-94FF-FE6FD4354943

(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 February 23, 2026.

Final adoption of Ordinance by City Council on March 9, 2026.

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

Docusign Envelope ID: 40F853DD-FFBE-42AE-94FF-FE6FD4354943

Action by the Mayor:

☒ Approved on 03/10/2026.

☐ 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

Docusign Envelope ID: EC2FE01F-9AC8-4668-9482-497F980E110E

City Clerk's Office Item # R2

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: March 9, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Vince Petkosek, Deputy 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.

Docusign Envelope ID: EC2FE01F-9AC8-4668-9482-497F980E110E

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

Docusign Envelope ID: EC2FE01F-9AC8-4668-9482-497F980E110E

ORDINANCE NO. 11127

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 February 23, 2026.

Final adoption of Ordinance by City Council on March 9, 2026.

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

Docusign Envelope ID: EC2FE01F-9AC8-4668-9482-497F980E110E

Action by the Mayor:

☒ Approved on 03/10/2026.

☐ 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

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 _____.

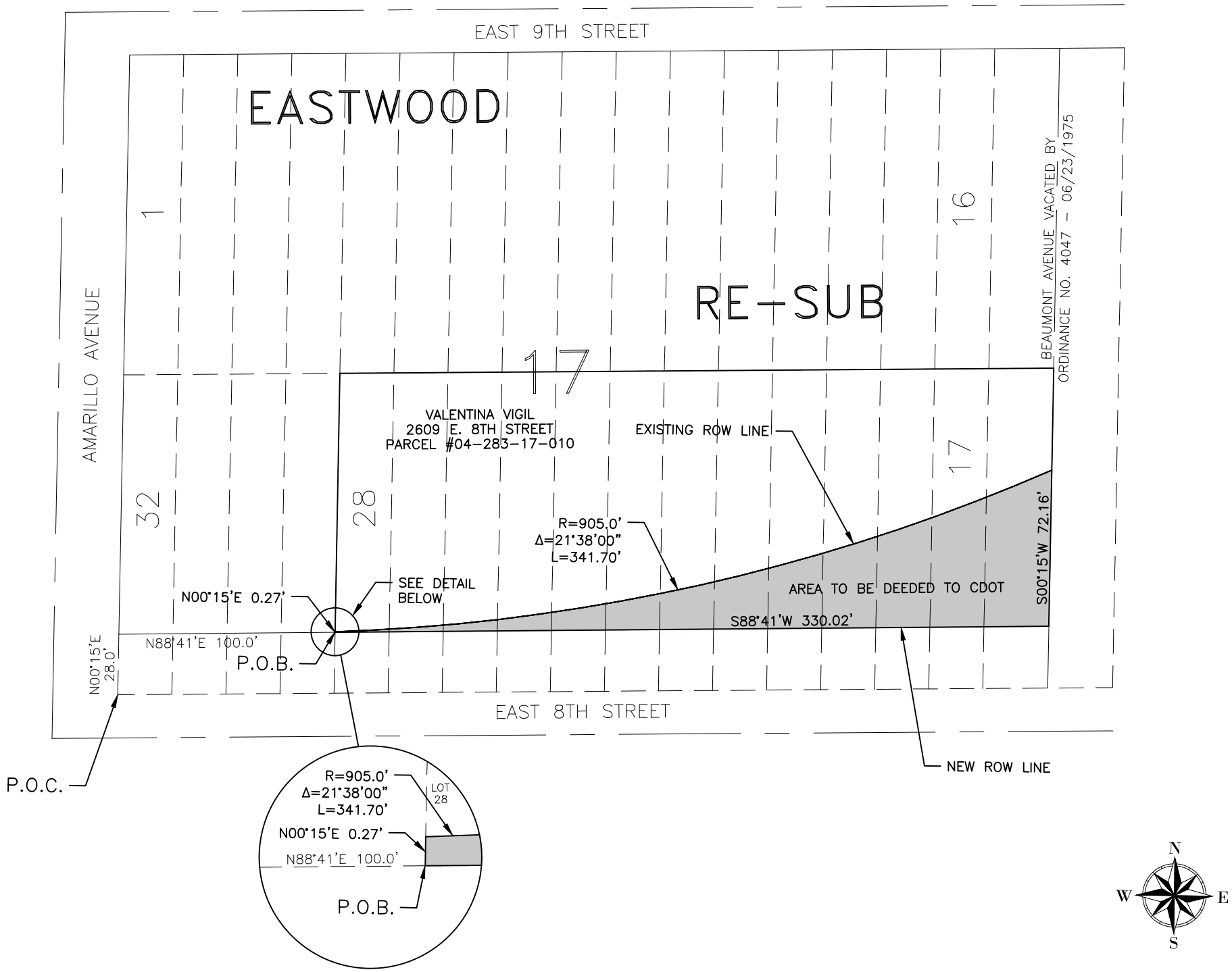
_____
Notary Public

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'
N00°15'E 0.27'
SEE DETAIL BELOW
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: March 9, 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 CONVERTING 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 CONVERTING 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: March 9, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: AN ORDINANCE APPROVING A 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

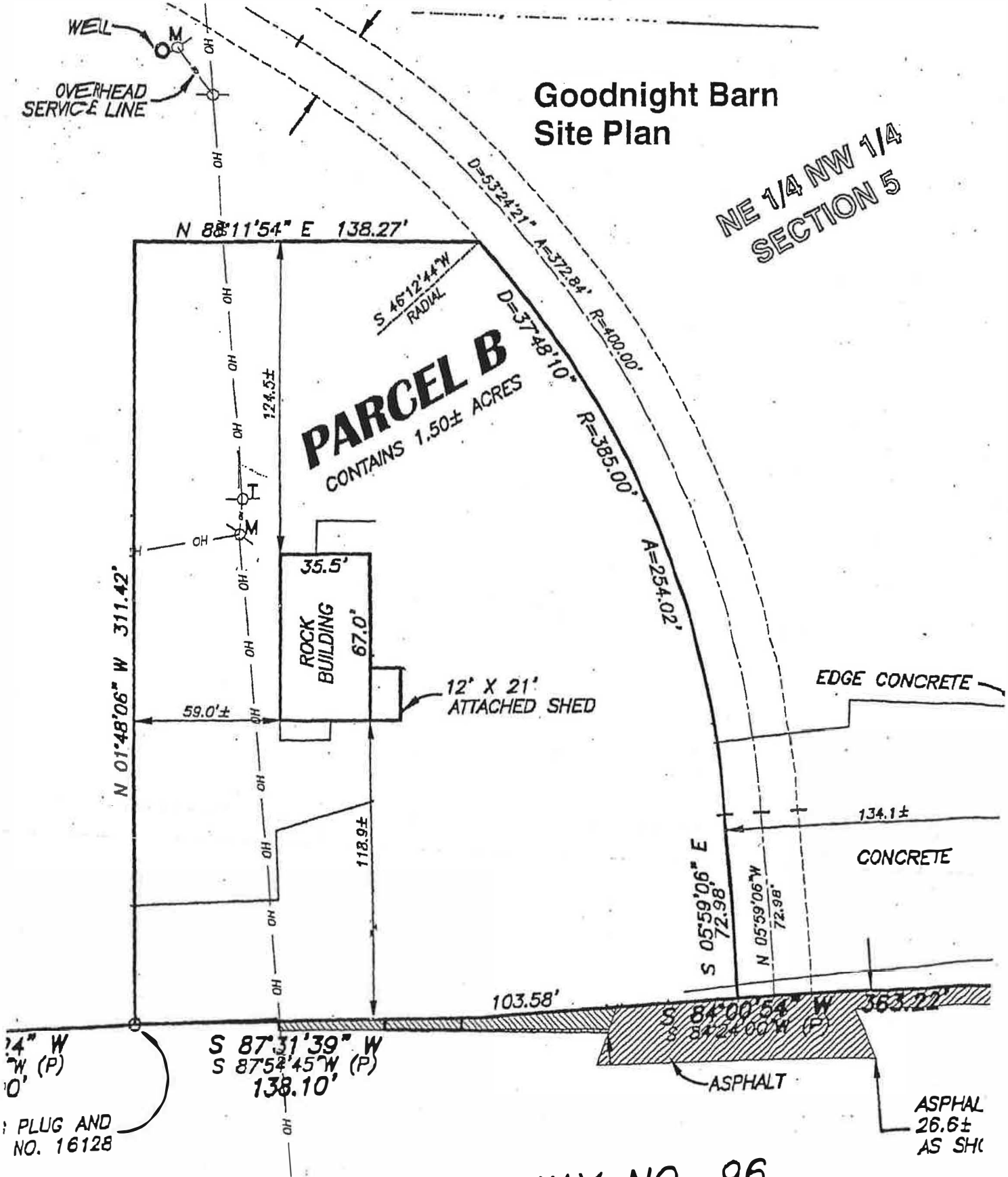
ATTEST

_____
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

Resolution #10153

36

1574185
Page: 1 of 36
07/07/2004 10:59A
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

TABLE OF CONTENTS

PAGE

ARTICLE 1. GRANT OF EASEMENT....1

1.1. Grant....1
1.2. Photographs and Surveys....2

ARTICLE 2. AFFIRMATIVE COVENANTS....2

2.1. Maintenance and Repair....2
2.2. Interior Maintenance....2
2.3. Insurance....2
2.4. Taxes....3
2.5. Indemnification....3
2.6. Notice from Government Authorities....3
2.7. Notice of Proposed Sale....3
2.8. Existing Liens....3
2.9. Liens....4
2.10. Subordination of Mortgages....4
2.11. Plaques....4
2.12. Notice to Other Persons....4
2.13. Recording....4
2.14. Proof of Compliance....4

ARTICLE 3. NEGATIVE COVENANTS....5

3.1. No Demolition....5
3.2. No Construction....5
3.3. New Buildings....6
3.4. Signs....6
3.5. Topography....6
3.6. Landscaping....6
3.7. Public View....6
3.8. Trash....6
3.9. Use....6
3.10. Subdivision....6
3.11. Utilities....6

1574185
Page: 3 of 36
07/07/2004 10:59A
ChrisC.Munoz PuebloCtyClk&Rec D EASE R 181.00 D 0.00

ARTICLE 4. CASUALTY/OBSOLESCENCE....7

4.1. Damage or Destruction....7
4.2. Review After Casualty Damage or Destruction....7
4.3. Grantee's Right to Raise Funds....7
4.4. Determination Not To Require Rebuilding....8

ARTICLE 5. EXTINGUISHMENT....8

5.1. Extinguishment....8
5.2. Condemnation....8

ARTICLE 6. ADMINISTRATION AND ENFORCEMENT....8

6.1. Inspections....8
6.2. Grantee's Remedies....8
6.3. No Merger....9
6.4. Assignment....10

ARTICLE 7. MISCELLANEOUS....10

7.1. Notices....10
7.2. Effectiveness....11
7.3. Perpetuity....11
7.4. Counterparts....11
7.5. Interpretation....11
7.6. Binding Effect....11
7.7. No Public Right of Entry....11
7.8. Development Rights....11
7.9. Amendments....12
7.10. Enforceability....12
7.11. Building Regulations....12
7.12. Statute of Limitations....12
7.13 Venue....12
7.14.Grantor's Financial Obligations....12

1574185
Page: 4 of 36
07/07/2004 10:59A
ChrisC.Munoz PuebloCtyClk&Rec D EASE R 181.00 D 0.00

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]

1574185
Page: 18 of 36
07/07/2004 10:59A
ChrisC.Munoz PuebloCtyClk&Rec D EASE R 181.00 D 0.00

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

Docusign Envelope ID: E91A8FC9-B8F0-4BE1-B30A-D7D6D89A81EA

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: March 9, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Vince Petkosek, Deputy 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

Docusign Envelope ID: E91A8FC9-B8F0-4BE1-B30A-D7D6D89A81EA

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

Docusign Envelope ID: E91A8FC9-B8F0-4BE1-B30A-D7D6D89A81EA

ORDINANCE NO. 11128

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 February 23, 2026.

Final adoption of Ordinance by City Council on March 9, 2026.

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

Docusign Envelope ID: E91A8FC9-B8F0-4BE1-B30A-D7D6D89A81EA

Action by the Mayor:

☒ Approved on 03/10/2026.

☐ 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

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:

Docusign Envelope ID: 54025A92-F1AC-40CD-B0F9-6BFD5B1005A4

City Clerk's Office Item # R6

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: March 9, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Vince Petkosek, Deputy 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.

Docusign Envelope ID: 54025A92-F1AC-40CD-B0F9-6BFD5B1005A4

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

Docusign Envelope ID: 54025A92-F1AC-40CD-B0F9-6BFD5B1005A4

ORDINANCE NO. 11129

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(l) 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 February 23, 2026.

Final adoption of Ordinance by City Council on March 09, 2026.

DocuSigned by:
Mark Aliff
B7A4F51823AB402...
President of City Council

Docusign Envelope ID: 54025A92-F1AC-40CD-B0F9-6BFD5B1005A4

Action by the Mayor:

☒ Approved on 03/10/2026.

☐ 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

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: