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

MONDAY, MARCH 23, 2026
5:30 PM

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

A. CALL TO ORDER President Mark Aliff

B. INVOCATION Pastor Josh Richardson, Pueblo Christian Center

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

E. SPECIAL RECOGNITIONS

E1 Proclamation Presentation: "Week of the Young Child — April 11–17, 2026" — Angela Shehorn, Director - Children First / Pueblo Early Childhood Council

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 March 09, 2026, as distributed.

J1 City Council Minutes 03/09/26

K. CONSENT AGENDA

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

L. COMMUNICATIONS

M. RESOLUTIONS

M1 A Resolution ratifying an emergency construction contract in the amount of $224,305.40

with Parker Excavating, Inc., for Emergency Sanitary sewer point repair at 2609 Spruce St., Project No. 24-033 (WWAN03) and approving the Purchasing Agent's execution of the same

M2 A Resolution approving and authorizing the Purchasing Agent to execute an agreement for professional consulting services between The City of Pueblo, a Colorado Municipal Corporation, and Matrix Design Group, Inc., in the amount of $83,400 for Project No. 25-113-Flood Study

M3 A Resolution approving Contract Amendment No. 1 in the amount of $65,000 to Rockies Environmental and Demolition Services, Inc., for Project No. 24-053, Abate and Demolish - 519 W. 11th Street (CDBG), and authorizing the Purchasing Agent to execute same

M4 A Resolution preliminarily determining that the Petition for the Annexation of the 24.311-acre area commonly known as the W. 24th Street and N. Pueblo Boulevard Annexation, is valid under the provisions of Colorado Revised Statutes Sections 31-12-104(1)(a) and 31-12-107(1), tabling final action on the petition for a period of not more than 180 days, and referring the petition to the Planning and Zoning Commission for review and recommendation

M5 A Resolution ratifying the joint appointment of Dr. Robert Barr to the Fountain Creek Watershed District Governing Board as an Alternate Member

M6 A Resolution confirming the appointment by the Mayor of Robert Hudgens, Frank Nemick, and Bill Hickman to serve a three-year term expiring April 1, 2029, on the Fire Board of Appeals

M7 A Resolution confirming the appointment by the Mayor of Rae Carnivale to complete a four-year term expiring August 30, 2027, on the ADA Advisory Committee

M8 A Resolution authorizing the issuance of a Revocable Permit (REV-25-41) to Stok'd Pizza, LLC, for the purpose of allowing a gate which slightly overhangs the public sidewalk by approximately 4-inches but is anchored entirely on private property along the Union Avenue public sidewalk directly in front of the restaurant property at 671 Union Avenue. The authorized improvements to be installed within the permitted area until termination or revocation of this revocable permit.

M9 A Resolution authorizing the issuance of a Revocable Permit (REV-26-1) to Steel City Music Showcase for the use of "C" Street between Union Avenue and the alley between Union Avenue and Main Street and a portion of Neon Alley between "B" Street and "C" Street to host a music festival event on Friday, April 10, 2026, at 9:00 a.m. through Sunday, April 12, 2026, at 12:00 p.m.

M10 A Resolution authorizing the issuance of a Revocable Permit (REV-26-2) to Sloth Event, LLC, dba, The Colorado eBike Shop, for the use of "C" Street between Victoria Avenue and the parallel alley located midway between Victoria Avenue and Union Avenue (non-exclusive use); Main Street from "C" Street to the Arkansas River Trail Head access point located southeast of the Main Street Bridge spanning the Arkansas River (non-exclusive use); and the Arkansas River Trail within city limits (non-exclusive use) on Saturday, April 11, 2026, from 8:30 a.m. to 2:00 p.m. to host the Steel City Spin E-Bike Ride

M11 A Resolution authorizing the issuance of a Revocable Permit (REV-26-5) to Colorado Workers for Innovations & New Solutions for the use of Union Avenue from Alan Hamel Drive to Richmond Avenue; South Grand Avenue to Sister Cities Plaza and Victoria Avenue at Sister Cities Plaza on Saturday, March 28, 2026, from 1:00 p.m. to 5:00 p.m. to host a peaceful, nonviolent public march and brief rally as part of the nationwide "No King's" day of Action

M12 A Resolution establishing project account CI2612 - Parks Greenhouse Project, establishing project account LT2609 - Parks Greenhouse Project, transferring funds in the amounts of $23,580.22 from CI1108 - City Pk Tennis Renovation; $5,012.38 from Project Account CI2504, Restroom Fence Enclosure - El Centro; $5,000.00 from Project Account CI2511, Mineral Palace Greenhouse HVAC Replacement; and $4,000.00 from Project Account CI2514, City Park Admin Bldg Railing; totaling $37,592.60 to be transferred to Project Account CI2612, Parks Greenhouse Project, transferring funds in the amount of $23,541.77 from Project Account LT2201, Buildnig Renovation - CP Admin and $21,150.58 from Project Account LT2203, totaling $44,692.35 to be transferred to Project Account LT2609 - Parks Greenhouse Project, approving Contract Amendment No. 1 in the amount of $58,913.95 to Fortis General Contracting, LLC, for Project No. 24-055, Mineral Palace Greenhouse Construction and authorizing the Purchasing Agent to execute same

N. ORDINANCES – FIRST PRESENTATION

N1 An Ordinance approving a facility use agreement between the City of Pueblo, a Colorado Municipal Corporation, and Flix North America, Inc., and authorizing the Mayor to execute same

N2 An Ordinance approving an agreement between the City of Pueblo, a Colorado Municipal Corporation, and the County of Pueblo extending public transit services within the unincorporated areas of Pueblo County, Colorado

N3 An Ordinance amending zoning restrictions to rezone 611 Broadway Ave from an R-2, Single-Family Residential, to B-1, Neighborhood Business Zone District

N4 An Ordinance approving the VIA Subdivision

N5 An Ordinance approving a license agreement Between the City of Pueblo, a Colorado Municipal Corporation and Forged Fiber 37, LLC, a Delaware Limited Liability Company

N6 An Ordinance establishing project No. CI2613 - Employee Clinic Renovations, transferring $60,000 from the unappropriated fund balance of the Health Self Insurance Fund, and budgeting and appropriating said funds in the amount of $60,000 to Project No. CI2613

N7 An Ordinance approving a Use Permit and Rental Agreement between the City of Pueblo, a Colorado Municipal Corporation, and the Colorado State Fair Authority, a subdivision of the State of Colorado, and authorizing the Mayor to execute same

N8 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

N9 An Ordinance approving a Memorandum of Understanding between the City of Pueblo, a Colorado Municipal Corporation and Friends of City Park, a Colorado nonprofit corporation for renovation of the City Park Bath House and Authorizing the Mayor to execute said Memorandum of Understanding

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 April 13, 2026, and Order the Ordinances to be published BY TITLE.

P. REGULAR AGENDA

Q. RESOLUTIONS

Q1 A Resolution confirming the appointment of Clyde Bishop to the position of City Clerk.

Q2 A Resolution of The City of Pueblo, a Colorado Municipal Corporation, in support of HB26-1313: concerning adjustments to the requirements of the Statewide Affordable Housing Fund

Q3 A Resolution authorizing payment from the council contingencies account in the 2026 general fund budget to Care and Share, INC. (DBA Care and Share Food Bank for Southern Colorado) in the amount of $1,000 to sponsor the 2026 Recipe for Hope Luncheon from 12:00–1:00 PM at Pueblo Convention Center on April 16, 2026

Q4 A Resolution authorizing payment from the council contingencies account in the 2026 general fund budget to Garcia Foundation (DBA Garcia Futures Project) in the amount of $1,000 to sponsor the 2026 The PLACE from 3:30 to 6:30 PM at St. Anne's Park in Eastwood Heights on Tuesday, April 28th, 2026

R. QUASI-JUDICIAL PROCEEDINGS

R1 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 - *Introduced March 09, 2026 by Councilor Ted Hernandez*

R2 An Ordinance vacating a drainage easement located at 4000 N 27th Ln in the Black Hills Subdivision Fil. 1, a special area plan - *Introduced March 09, 2026 by Councilor Ted Hernandez*

S. ORDINANCES – FINAL PRESENTATION

S1 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 - *Introduced March 09, 2026 by Councilor Ted Hernandez*

S2 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 - *Introduced March 09, 2026 by Councilor Ted Hernandez*

S3 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 - *Introduced March 09, 2026 by Councilor Ted Hernandez*

S4 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 - *Introduced March 09, 2026 by Councilor Ted Hernandez*

S5 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 - *Introduced March 09, 2026 by Councilor Ted Hernandez*

S6 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 - *Introduced March 09, 2026 by Councilor Ted Hernandez*

S7 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 - *Introduced March 09, 2026 by Councilor Ted Hernandez*

S8 An Ordinance authorizing the Mayor to declare a temporary kennel and cattery emergency suspending Section 11-4-9 of the Pueblo Municipal Code - *Introduced March 09, 2026 by Councilor Ted Hernandez*

S9 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 - *Introduced March 09, 2026 by Councilor Ted Hernandez*

T. EXECUTIVE SESSION

T1 **For the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S. Section 24-6-402(4)(e)(I) and for a conference with the City Attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. § 24-6-402(4)(b) and the following additional details are provided for identification purposes: Airport Properties Inc. v. City of Pueblo, 1:26-cv-00260, U.S. District Court, District of Colorado and related matters**

U. ADJOURN

Proclamation

"Week of the Young Child"

April 11-17, 2026

WHEREAS: The demand for quality childcare continues to escalate as the number of single parents and married couples who participate in the workforce also increases, and statistics indicate that the percentage of mothers with preschool age children who will join the workforce is increasingly substantial; and

WHEREAS: Each day in our community, thousands of working and/or college student parents place their infants and young children -- our nation's most precious resource -- in the hands of childcare and early childhood education providers; and

WHEREAS: Early childhood care and education professionals render an invaluable service to families throughout the world and are, as such, responsible for our children's futures, contributing to children's positive, life long, personal, academic and vocational achievements; and

WHEREAS: The Pueblo members of the National Association for the Education of Young Children (NAEYC) celebrate this occasion with special activities honoring and acknowledging the vast importance of the services early childhood care and education professionals provide and stressing the need to give our children quality childcare and early childhood education opportunities.

NOW, THEREFORE, WE, the City Council of the City of Pueblo, Colorado, and the Board of County Commissioners of Pueblo, Colorado, by the authority vested in us, do hereby proclaim the week of April 11-17, 2026 as the **"Week of the Young Child"** in the City and County of Pueblo, Colorado, and urge the citizens of this community to join us in expressing our appreciation to all early childhood professionals for their commitment to the care and education of our young children and in honoring these fine professionals everywhere.

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

Mark Aliff
President of the City Council

Zach Swearingen
Chairman of the County Commissioners

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

MINUTES

A. CALL TO ORDER

President Aliff called the meeting to order at 5:30 p.m.

B. INVOCATION

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

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

Council Members Present via Zoom: Brett Boston.

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

F. PUBLIC FORUM

- Elvis Martinez, Park Fence, Bids and HB26-1033

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 Hernandez, seconded by Councilor Latino, moved to amend the agenda by moving M1,M5, N5, N7 and N10 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 022326

Councilor Hernandez, seconded by Councilor Gomez, moved to dispense with the reading and approve the Minutes of the Regular Meeting dated **February 23, 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

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)

This Resolution was assigned as **16263**.

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

This Resolution was assigned as **16264**.

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

This Resolution was assigned as **16265**.

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

This Resolution was assigned as **16266**.

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

This Resolution was assigned as **16267**.

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

This Resolution was assigned as **16268**.

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

This Resolution was assigned as **16269**.

M10 A RESOLUTION AUTHORIZING THE CITY OF PUEBLO TO CREDIT SANITARY SEWER FEES OF $3,303.32 TO KIM BLOCK.

This Resolution was assigned as **16270**.

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

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

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

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

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

Roll Call – **Ayes:** President Aliff, Councilor Boston, Councilor Gomez, Councilor Latino,

Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** None. Motion Passed 7-0.

P. REGULAR AGENDA

Q. RESOLUTIONS

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.

A staff report and detailed review of the Resolution was given by Andra Ahrens**,** Director of Waste Water, and Carla Sikes, City Attorney.

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

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

This Resolution was assigned as **16271**.

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.

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

Councilor Latino, 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 **16272**.

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

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

Councilor Latino, seconded by Councilor Ruiz-Gomez, moved to pass the Ordinance, setting the Public Hearings for March 23, 2026, and ordering the Ordinances to be published BY TITLE.

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

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

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

Councilor Latino, seconded by Councilor Gomez, moved to pass the Ordinance, setting the Public Hearings for March 23, 2026, and ordering the Ordinances to be published BY TITLE.

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

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

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

Councilor Danti, seconded by Councilor Hernandez, moved to pass the Ordinance, setting the Public Hearings for March 23, 2026, and ordering the Ordinances to be published BY TITLE.

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

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

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

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

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

This Resolution was assigned as **16273**.

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

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

Elanor Bartolli appeared in person and spoke in favor of this Ordinance.

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

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

This Resolution was assigned as **16274**.

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

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

PUBLIC HEARING:

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

Councilor 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 **11126.**

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

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

PUBLIC HEARING:

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

Councilor Latino, seconded by Councilor 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 **11127.**

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

A staff report and detailed review of the Ordinance was given by Grant Grinstead, Deputy Fire Chief, and Ryan Moran, Deputy Fire Chief.

PUBLIC HEARING:

Dave Dencenzo appeared in person and spoke against this Ordinance.
Donald Kolath appeared in person and spoke against this Ordinance.
Beth Montoya appeared in person and spoke against this Ordinance.
Suzy Jagen appeared in person and spoke against this Ordinance.
Julie Valdez appeared in person and spoke against this Ordinance.
Dillon Prijuat appeared in person and spoke against this Ordinance.

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

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

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

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

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

PUBLIC HEARING:

Brad Bowers appeared in person and spoke in favor of this Ordinance.
Laura Campbell appeared in person and spoke in favor of this Ordinance.
Dave Decenzo appeared in person and spoke in favor of this Ordinance.

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

Councilor Aliff, seconded by Councilor Latino, moved to postpone this Ordinance until April 13, 2026.

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

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

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

PUBLIC HEARING:

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

Councilor Latino, seconded by Councilor 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 **11128.**

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

A staff report and detailed review of the Ordinance was given by Mayor Heather Graham, and Robert Jagger, Deputy City Attorney.

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as **11129.**

S. ADJOURN

President Aliff adjourned the meeting at 7:34 p.m.

Respectfully submitted,

Vincent Petkosek
Deputy City Clerk

Docusign Envelope ID: 6D86F154-1749-44EE-B8E7-A48A34FD3397

City Clerk's Office Item # M1

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: March 23, 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 RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $224,305.40 WITH PARKER EXCAVATING, INC., FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 2609 SPRUCE ST., PROJECT NO. 24-033 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME

SUMMARY:

This Resolution ratifies and approves award of a construction contract to Parker Excavating, Inc., for emergency sanitary sewer point repairs at 2609 Spruce St.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

On October 1, 2025, the property owner of 2609 Spruce St. has notified the Wastewater Department that they were having sewer backup issue in their service line. They also reported a sinkhole in the alley. A television crew was sent out to inspect the main and they discovered multiple sags ranging from 50% to 100% and medium joint offsets in the sewer main. They couldn't televise the whole main from either end due to the sags. These defects will further deteriorate the pipe, increase the chance of collapse and immediate backup in the main. To fix these defects as well as the sinkhole, an emergency repair was performed to remove and replace the whole main.

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

The cost breakdown for the project is as follows:

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Sanitary Sewer Replacement-related			
Total:	$	97,334.65	70%
Surface Improvement Related			
Total:	$	126,970.75	30%
Grand Total:	$	224,305.40	100%

FINANCIAL IMPLICATIONS:

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

BOARD/COMMISSION RECOMMENDATION:

Not applicable

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

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

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 03-23-26 2609 Spruce St Emergency Point Repair Attachment

Docusign Envelope ID: 6D86F154-1749-44EE-B8E7-A48A34FD3397

RESOLUTION NO.16275

A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $224,305.40 WITH PARKER EXCAVATING, INC., FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 2609 SPRUCE ST., PROJECT NO. 24-033 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME

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

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

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

City Council ratifies and approves the contract for repair of the sanitary sewers at 2609 Spruce St. with Parker Excavating, Inc., Project No. 24-033 (WWAN03) — Emergency Point Repair awarded to said bidder in the amount of $224,305.40.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Resolution and the contract to implement the transactions described therein. Furthermore, all actions previously taken by officers and staff of the City consistent with the contract, including contract change order in the amount of $15,344.90 and any other payment authorized under the contract are hereby ratified.

Docusign Envelope ID: 6D86F154-1749-44EE-B8E7-A48A34FD3397

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: March 23, 2026

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff
87A4E51823AB462...
PRESIDENT OF CITY COUNCIL

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

2024-2026 Emergency Sanitary Sewer Point Repair					2609 Spruce St	
Date 10/23/2025						
Project Number: 24-033 (WWAN03)					Miller Pipeline, LLC	Parker Excavating, Inc.
Item	**Description**	**Estimated**				
1	Remove and Replace 8” PVC Less than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF	430	$ 64,500.00	$ 48,590.00
2	Remove and Replace 8” PVC More than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
3	Remove and Replace 10” PVC Less than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
4	Remove and Replace 10” PVC More than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
5	Remove and Replace 12” PVC Less than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
6	Remove and Replace 12” PVC More than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
7	Remove and Replace 15” PVC Less than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
8	Remove and Replace 15” PVC More than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
9	Remove and Replace 4” Service Tap Less than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
10	Remove and Replace 4” Service Tap More than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
11	Remove and Replace 6” Service Tap Less than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
12	Remove and Replace 6” Service Tap More than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
13	Asphalt Patch – 4” HMA on 4” Class 6 ABC For 8" and 10" Pipe	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF	1420	$ 120,700.00	$ 106,500.00
14	Asphalt Patch – 5” HMA on 6” Class 6 ABC For 8” and 10” Pipe	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
15	Asphalt Patch – 4” HMA on 4” Class 6 ABC For 12" and 15" Pipe	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
16	Asphalt Patch – 5” HMA on 6” Class 6 ABC For 12" and 15" Pipe	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
17	Remove and Replace 7” Reinforced Concrete	1-20	SF		$ -	$ -
		21-100	SF		$ -	$ -
		>100	SF	1530	$ 27,540.00	$ 28,305.00
18	Remove and Replace 6” Reinforced Concrete	1-20	SF		$ -	$ -
		21-100	SF		$ -	$ -
		>100	SF		$ -	$ -
19	Remove and Replace 4” Concrete	1-20	SF		$ -	$ -
		21-100	SF		$ -	$ -
		>100	SF		$ -	$ -
20	Remove and Replace Standard Curb and Gutter	1-20	LF		$ -	$ -
		21-100	LF	47	$ 2,397.00	$ 2,326.50
		>100	LF		$ -	$ -

21	Install or Remove and Replace 6" Curb Head	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
22	Install Extra Lean Concrete (FlowFill)	1-20	CY	10	$ 1,950.00	$ 1,640.00
		21-100	CY		$ -	$ -
		>100	CY		$ -	$ -
23	Class 6 Base Course for Gravel Surfaced Alleys	TN		230	$ 9,200.00	$ 7,590.00
24	Remove Camera/Cleaning Head/Tap Cutter	HR			$ -	$ -
25	Remove and Replace 48” Diameter Manhole	with 1 Invert	EA		$ -	$ -
		with 2 Inverts	EA	1	$ 6,500.00	$ 5,300.00
		with 3 Inverts	EA		$ -	$ -
		with 4 Inverts	EA		$ -	$ -
26	Remove and Replace 60” Diameter Manhole	with 1 Invert	EA		$ -	$ -
		with 2 Inverts	EA		$ -	$ -
		with 3 Inverts	EA		$ -	$ -
		with 4 Inverts	EA		$ -	$ -
27	Calcium Aluminate Coat 48-inch Manhole	1-10	VF		$ -	$ -
		11-15	VF		$ -	$ -
		>15	VF		$ -	$ -
28	Calcium Aluminate Coat 60-inch Manhole	1-10	VF		$ -	$ -
		11-15	VF		$ -	$ -
		>15	VF		$ -	$ -
29	Rebuild Manhole Bench and Trough 48-inch Manhole	LS			$ -	$ -
30	Rebuild Manhole Bench and Trough 60-inch Manhole	LS			$ -	$ -
31	Reinstate Services - 4"	EA		18	$ 6,300.00	$ 6,984.00
32	Reinstate Services - 6"	EA			$ -	$ -
33	Mobilization	LS		1	$ 1,750.00	$ 1,725.00
				Total	$ 240,837.00	$ 208,960.50
				With Contingency	$ 289,004.40	$ 250,752.60

CONTRACT CHANGE ORDER

CITY OF PUEBLO DEPARTMENT OF PUBLIC WORKS

Project Number : 24-033 (WWAN03) Change Order No. : ONE 3/3/2026

Project Name : 2024, 2025 and 2026 Sanitary Sewer Point Repair
2609 Spruce St

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

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

Bid Item No.	Description of Changes	Decrease Contract By	Increase Contract By
1	REMOVE & REPLACE 8" PVC PIPE <10' DEEP (>100LF)	($678.00)	
2	ASPHALT PATCH – 4" HMA ON 4" CLASS 6 ABC FOR 8" AND 10" PIPE	($5,006.25)	
3	REMOVE & REPLACE 7" REINFORCED CONCRETE (>100SF)	($3,848.00)	
4	REMOVE & REPLACE STANDARD CURB AND GUTTER (21-100LF)	($2,326.50)	
5	INSTALL EXTRA LEAN CONCRETE (FLOWFILL) (>100CY)		$4,592.00
6	CLASS 6 BASE COURSE FOR GRAVEL SURFACED ALLEYS	($7,590.00)	
8	REINSTATE SERVICES - 4"	($1,164.00)	
10	REMOVE & REPLACE STANDARD CURB AND GUTTER (1-20LF)		$1,020.00
11	REMOVE AND REPLACE 48" DIAMETER MANHOLE (WITH 4 INVERTS)		$7,380.00
12	CHANGE ORDER - SERVICE REPAIR BY KNM DUE TO THE DEFECTIVE MAIN		$7,676.25
13	TRAFFIC CONTROL		$8,525.40
14	PAYMENT AND PERFORMANCE BONDS		$6,764.00
	TOTAL (Decrease) / Increase	($20,612.75)	$35,957.65

Net Adjustment This Change Order	$	15,344.90
Amount of Previous Change Order(s)	$	0.00
Original Contract Amount	$	208,960.50
Total Adjusted Contract Amount To Date	$	224,305.40

Reason For Change: Actual Field Quantities.

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

Prepared by: _____ Date:_____
Wastewater Civil Engineer

Reviewed by: _____ Date:_____
Wastewater Engineering Manager

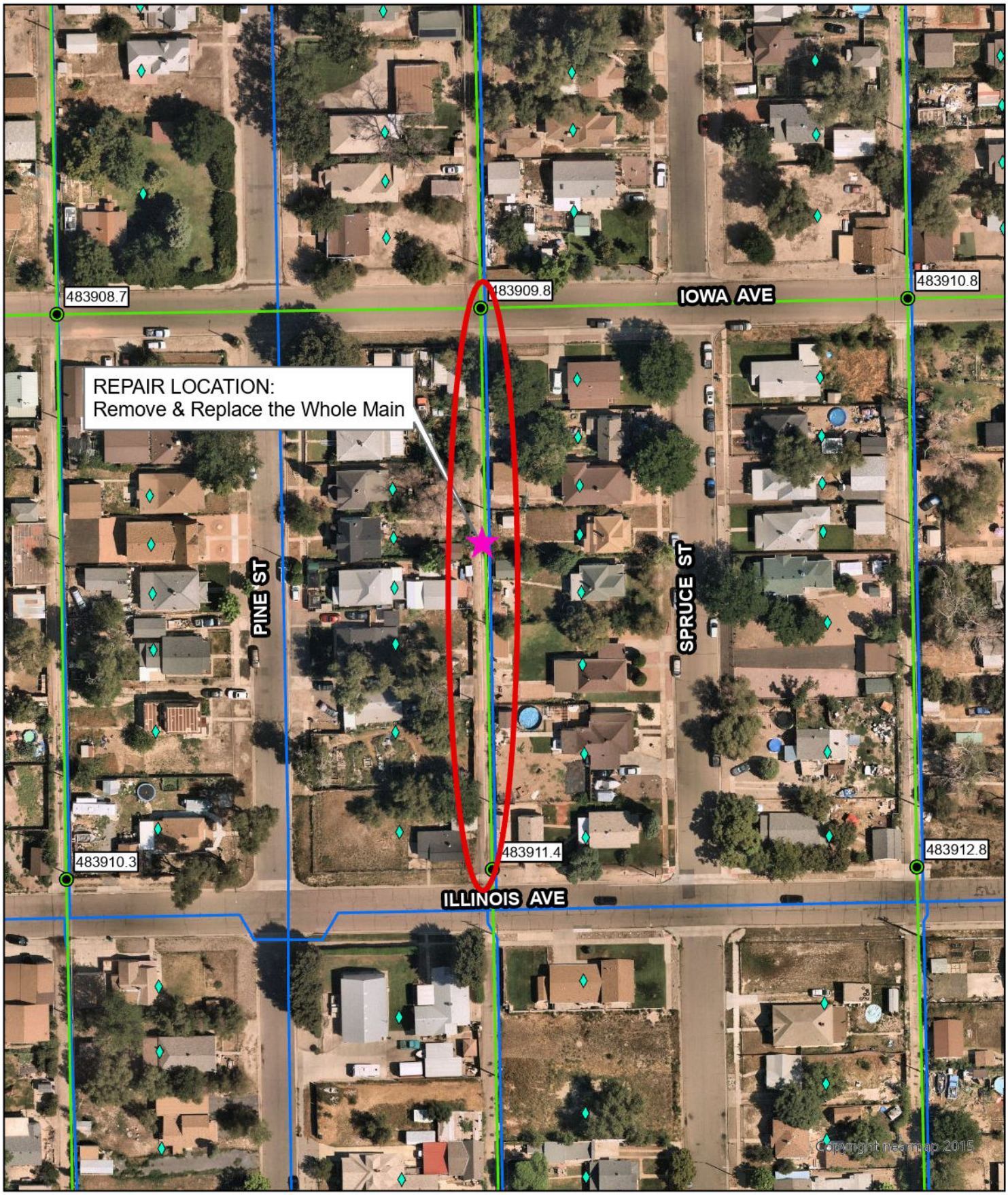
Accepted by: _____ Date:_____
Contractor's Representative

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

Approved by: _____ Date:_____
Director of Wastewater

FORM CO100.1299

24-033 (WWAN03)
2024 -2026 Emergency Sanitary Point Repair
2609 Spruce St



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Background Paper for Proposed Resolution

COUNCIL MEETING DATE: March 23, 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 APPROVING AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE AN AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND MATRIX DESIGN GROUP, INC., IN THE AMOUNT OF $83,400 FOR PROJECT NO. 25-113-FLOOD STUDY

SUMMARY:

This Resolution approves the Professional Consulting Services Agreement with Matrix Design Group, Inc.in the amount of $83,400 for Project No. 25-113-Flood Study.

PREVIOUS COUNCIL ACTION:

No previous action.

BACKGROUND:

This study is being done to accurately reflect the amount of water that would flood the Water Reclamation Facility during a flooding event. The model that was used in 2013 did not reflect the complex conditions near the water reclamation facility. The information gathered in this study will be submitted to both the Federal Emergency Management Agency and the State of Colorado to change the flood maps. This change in mapping is needed in any expansion of the treatment processes at the plant, such as the secondary clarifiers. This evaluation will also inform on any future state or federal government lending decisions.

FINANCIAL IMPLICATIONS:

The cost of the agreement with Matrix Design Group, Inc. to provide services for the study will not exceed $83,400. Funds are available from the WW2304-Secondary Clarifier.

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BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

The no-action alternative would cause problems in projects and loan applications with state and federal funding.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 03-23-26 25-113 Matrix Agmt Flood Consultant

Docusign Envelope ID: 6D86F154-1749-44EE-B8E7-A48A34FD3397

RESOLUTION NO. 16276

A RESOLUTION APPROVING AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE AN AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND MATRIX DESIGN GROUP, INC., IN THE AMOUNT OF $83,400 FOR PROJECT NO. 25-113-FLOOD STUDY

WHEREAS, the Proposal by Matrix Design Group, Inc., for Project No. 25-113-Flood Study, has been received and examined; and

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

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 25-113-Flood Study to be performed, and the contract for said services is hereby awarded to Matrix Design Group, Inc., in the amount not to exceed $83,400 (the “Agreement”).

SECTION 2.

Funds in the amount of $83,400 will be paid from WW2304-Secondary Clarifier.

SECTION 3.

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

SECTION 4.

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

Docusign Envelope ID: 6D86F154-1749-44EE-B8E7-A48A34FD3397

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: March 23, 2026

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

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

PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN CITY OF PUEBLO AND MATRIX DESIGN GROUP, INC.

25-113

CONSULTANT FOR FLOOD STUDY

PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN CITY OF PUEBLO AND MATRIX DESIGN GROUP, INC.

1. INTRODUCTION

THIS AGREEMENT ("Agreement") made and entered this _____ day of _____, 20____, by and between the City of Pueblo, a Colorado Municipal Corporation (hereinafter referred to as "City") and Matrix Design Group, Inc., a Colorado Corporation (hereinafter referred to as "Consultant"), for Consultant to render certain professional consulting and related services for City in connection with Project 25-113 Consultant for Flood Study, hereinafter referred to as the "Project." In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

A. Consultant shall satisfactorily perform professional project management and coordination; data collection and review; hydrologic and hydraulic modeling; documentation and reporting; coordination with Federal, State, and Local agencies; and related services for the Project described in more detail in Schedule 1 attached hereto and incorporated herein by reference (the "Services"). Such Services shall include all usual and customary professional services incidental to the work on the Project. This Agreement follows the selection of Consultant by City pursuant to a Request for Proposals (RFP). All of the requirements of the RFP are incorporated herein by reference, unless any requirement is expressly excluded in Schedule 1.

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

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

2. CONSULTANT'S RESPONSIBILITIES

A. Consultant shall be responsible for the professional quality, technical accuracy, and timely completion of Consultant's work including and project management and coordination; data collection and review; hydrologic and hydraulic modeling; documentation and reporting; coordination with Federal, State, and Local agencies; all deliverables for the project, and other services (including that performed by Consultant's subconsultants and subcontractors), irrespective of City's approval of or acquiescence in same. Consultant shall be responsible, in accordance with applicable law, to City for all loss or damage to City caused by Consultant's

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

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

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

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

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

to another to whom City has no reasonable objection. Thereafter, Consultant shall not assign or reassign Project work to any person to whom City has reasonable objection.

3. CITY'S RESPONSIBILITIES

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

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

C. City shall examine all documents presented by Consultant and render decisions pertaining thereto within a reasonable time. The City's approval of any calculations, data, documents, materials, modeling, reports, summaries, work product, other deliverables, and all information furnished hereunder shall not in any way relieve Consultant of responsibility for the professional adequacy of its work.

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

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

4. TIME FOR PERFORMANCE

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

5. PAYMENT

A. City will pay to Consultant as full compensation for all services required to be performed by Consultant under this Agreement, except for services for additional work or work beyond the scope of this Agreement, an amount not to exceed $83,400.00 in the aggregate as set forth in Schedule 2 "Fee Schedule" and computed in accordance with this Section. In the event compensation for services is set forth in Schedule 2 as to each phase of work indicated in this Agreement, the maximum amount of compensation for any phase shall not exceed the amount specified in Schedule 2 for such phase.

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

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

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

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

6. TERMINATION

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

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

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

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

7. GENERAL PROVISIONS

7.1. Ownership of Documents

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

7.2. Advertising

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

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

7.3. Equal Employment Opportunity

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

7.4. Notices

Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either the City or the Consultant by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service when deposited in the United States mail, first-class postage prepaid, addressed to the City of Pueblo, Department of Wastewater, Attn: Andra Ahrens, Director, 1300 S. Queens Avenue, Pueblo, Colorado, 81001; or to the Consultant, Matrix Design Group, Inc., Attn: Drew Beck, Vice President, 2435 Research Parkway, Suite 300, Colorado Springs, Colorado, 80920. Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

7.5. Entire Agreement

This instrument contains the entire agreement between the City and the Consultant respecting the Project, and any other written or oral agreement or representation respecting the Project or the duties of either the City or the Consultant in relation thereto not expressly set forth in this instrument are null and void. Notwithstanding the foregoing, the terms of Project 25-113 Consultant for Flood Study are hereby incorporated herein, and Consultant agrees to abide by and comply with the same. In the event of any conflict between any provision of this Agreement and a provision of any Schedule or attachment to this Agreement, the provision in this Agreement shall control and supersede the conflicting provision in the Schedule or attachment. Any inconsistent resolution provision in any attachment to this Agreement shall be void.

7.6. Subcontracts

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

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

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

7.7. Successors and Assigns

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

7.8. Amendments

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

7.9. Choice of Law, Jurisdiction, and Venue

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

7.10. Severability

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

7.11. Appropriations

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

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

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

8. DISPUTES

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

9. INSURANCE

9.1. Conditions

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

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

9.2. Minimum Requirements

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

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

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

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

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

9.3. Governmental Immunity

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

10. ACCESSIBILITY

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

11. IMMIGRATION REFORM AND CONTROL ACT OF 1986

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

12. PERA LIABILITY

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

13. SCHEDULES

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

- Schedule 1 - "Scope of Services" consisting of 5 pages.
- Schedule 2 - "Fee Schedule" consisting of 2 pages.
- Schedule 3 - "Work Schedule" consisting of 1 page.
- Schedule 4 - "Identification of Personnel, Subcontractors, and Task Responsibility" consisting of 8 pages.

14. SIGNATURE

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

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

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

CITY OF PUEBLO, A MUNICIPAL CORPORATION

By_____
Teresa May Burns, Director of Purchasing

Attest_____
Vincent Petkosek, Deputy City Clerk

[SEAL]

MATRIX DESIGN GROUP, INC.

By_____
Drew Beck, Vice President

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

_____
Danny Nunn, Director of Finance

APPROVED AS TO FORM
DEPARTMENT OF LAW

_____
Robert Jagger, Deputy City Attorney

Attachments: Schedules 1 – 4 and Additional Information for Agreement

Schedule 1

Scope of Services

Excerpt from Request for Proposal dated November 18, 2025, Section 3

3.1. Objective

The City is seeking proposals from qualified, licensed engineering firms to perform technical analyses, prepare documentation, and support an MT-2 (map revision) application to be submitted to FEMA. The primary goal of this study is to improve accuracy of the effective flood hazard mapping and base flood elevations in the vicinity of the WRF. The awarded Consultant shall complete the tasks as shown in the Scope of Work below.

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

3.2. Project Details

In 2019, the Federal Emergency Management Agency (FEMA) released updated Flood Insurance Rate Maps (FIRMs) and a revised Flood Insurance Study (FIS) for Pueblo County, including the City of Pueblo. These maps indicate that the WRF site is almost entirely within a Special Flood Hazard Area (SFHA). While a small portion of the site is mapped as Zone AO (shallow flooding), most of the site falls within a Zone AE hazard designation and the southern portion of the site also falls within the designated floodway. Base Flood Elevations (BFEs) across the site are substantially higher than ground level.

The City requested technical supporting data from FEMA and received information from a detailed study conducted by Anderson Consulting Engineers in 2013. The Arkansas River flood profiles were calculated using 1-dimensional (1D), steady-state HEC-RAS simulations. An examination of the model setup near the WRF site revealed simplifications in overbank flow representation that may have led to inaccuracies in water surface elevation calculations. Specifically, the use of a 1D, steady-state model without explicit simulation of overbank flows significantly limits model accuracy and does not capture the complex flooding conditions near the WRF site. A more robust hydraulic analysis that accounts for multi-directional overbank flow dynamics is recommended to improve flood hazard mapping and inform future flood mitigation strategies.

3.3. Minimum Qualifications

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

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

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

3.4. Consultant Responsibilities

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

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

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

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

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

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

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

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

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

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

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

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

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

3.5. Scope of Service

A. Consultant shall complete the following tasks:

1. **Task 1 – Project Management and Coordination**

   a. This task covers managing project delivery, including administration of scope, schedule, and budget, as well as preparing progress reports to accompany monthly invoices. It also involves coordinating staff assignments, quality reviews, and compliance efforts to ensure appropriate expertise, technical accuracy, and adherence to applicable standards and guidelines.

   b. Deliverables: Monthly progress reports

2. **Task 2 – Data Collection and Review**

   a. The objective of this task is to collect and review the data and information necessary to support technical analyses and updated flood hazard mapping. Data to be collected may include but are not limited to: the current effective Flood Insurance Study (FIS), Flood Insurance Rate Maps (FIRMs), technical supporting data current effective model for Fountain Creek and the Arkansas River, topographic data, cross-section surveys, planimetric data, locations, details and elevations of relevant structures, and any other data or information required by FEMA. The Consultant shall be responsible for establishing the needed extent and detail of all data and information collection and including that information in their proposal. All topographic data and digital basemaps used for flood hazard mapping must adhere to FEMA's established standards to ensure

accuracy, consistency, and compatibility with national flood risk datasets and regulatory products.

b. Deliverables: Technical Memorandum #1: survey and topographic data documentation including acquisition methods, vertical and horizontal datums, scale, resolution, accuracy, and other pertinent metadata.

3. **Task 3 – Hydrologic and Hydraulic Modeling**

   a. The objective of this task is to perform updated hydrologic and hydraulic analyses to support a FEMA map revision. The consultant will first evaluate the adequacy of existing hydrologic data and determine whether new analyses are required. If needed, updated hydrologic modeling will be conducted to generate discharge hydrographs and peak flow estimates using appropriate methods. For hydraulic modeling, the consultant will develop an approach that accounts for complex flow conditions, including split flow, overbank flooding, and the influence of non-levee embankments. The modeling approach will be submitted to the client for review and approval prior to execution. All modeling will be performed in accordance with FEMA's Guidelines and Standards for Flood Risk Analysis and Mapping.

   b. Deliverables:

      i. Technical Memorandum #2: data review summary and proposed modeling methods

      ii. Technical Memorandum #3: modeling documentation including methodology, results, and discussion

4. **Task 4 – Public Outreach and Technical Meetings**

   a. The objective of this task is to support public outreach and stakeholder engagement activities, as well as early coordination with FEMA and/or state agencies working on behalf of FEMA. The consultant will prepare outreach materials such as maps and presentations, coordinating with local officials, property owners, and community groups, and conducting public meetings or workshops to gather input and present findings. Feedback received will be documented and incorporated into project deliverables as appropriate. Public meetings will be scheduled in coordination with the City and limited to affected areas unless otherwise directed. Technical meetings will include participation and coordination with FEMA partners, local agencies, and City representatives.

   b. Deliverables:

      i. Outreach materials

      ii. Meeting summaries

5. **Task 5 – Prepare Report and Application**

a. The consultant will document the results of the flood study and prepare all necessary materials for FEMA submittal. This includes drafting a comprehensive report detailing the study's methodology, modeling results, and conclusions. FEMA MT-2 application forms and supporting documentation will be completed in accordance with FEMA requirements. Revised Flood Insurance Rate Map (FIRM) panels and Flood Insurance Study (FIS) text will be developed as needed to reflect updated flood hazard information. Draft materials will be submitted for client and agency review. Final deliverables will be provided in digital format, and the FEMA submittal will be made electronically unless otherwise specified.

b. Deliverables:

i. Draft and final report

ii. Completed MT-2 forms

iii. Narrative and technical supporting documentation to accompany FEMA submittal

iv. Hydrologic and hydraulic modeling files in digital format accepted by FEMA

v. Certified topographic work map consistent with FEMA standards

vi. Annotated FIRM panels

6. **Task 6 – Coordinate with Federal, State, Local Agencies**

a. The consultant will provide ongoing support and coordination throughout FEMA's review process to facilitate timely and successful approval of the map revision. This includes responding to FEMA's technical and administrative inquiries, addressing comments on submitted materials, and coordinating with the client and relevant agencies to resolve any outstanding issues. The consultant will track review progress, participate in meetings or calls with FEMA and its mapping partners as needed, and ensure that all requested revisions or clarifications are completed in accordance with FEMA's Guidelines and Standards.

B. Schedule

1. The activities documented in this Statement of Work (SOW) shall be completed in a timely manner but in no case exceed 24 months after official notice to proceed. If changes to this schedule are required, the consultant shall provide an alternative schedule with their proposal and shall coordinate with the City, FEMA and other necessary Mapping Partners in a timely manner.

Schedule 2

Fee Schedule

Consultant's Response to Request for Proposal dated December 17, 2025, Pricing Proposal

A. Table 1: Total Proposed Cost

1. Submit a grand total proposed "not to exceed" amount each phase of the project.
2. The prices provided shall be "not to exceed" amounts; however, the actual work items performed will be evaluated on a time and materials basis (as shown in Tables 2 - 5) broken down by the work elements in the Scope of Service. (Reference Section B below.)
3. Although the project will be tracked by the phases in Table 1, the not-to-exceed number will apply only to the bottom line (i.e., funds may be shifted between work elements as necessary so long as the bottom line is not exceeded).

B. Tables 2 - 5: Time and Materials

1. Submit your company's time and materials rates (T&M) for the Scope of Service in this project.
2. These rates may also be utilized for any change orders or amendments to the Agreement for this project, including additional work agreed upon by all parties.
3. Include standard markup for reimbursable expenses and markup for sub-consultants, and standard per-diem rates (Tables 4 and 5).

C. Notes:

1. **The quoted prices ("not to exceed", "each", "per hour") must include all administration, personnel, supervision, management, labor, programs, consumable materials, travel (if necessary), insurance, overhead, and profit to perform these services.**
2. City may select to award each item of the Scope of Service (or each phase) and any Alternates based on the project needs, budget availability, project management requirements, etc.
3. City must agree to all additional work in writing prior to beginning of additional work.

Line Item	Description	Unit of Measure	Unit Cost
Table 1: Not To Exceed			
1	Task 1: Project Management and Coordination	Not To Exceed	$9,060.00
2	Task 2: Data Collection and Review	Not To Exceed	$24,000.00
3	Task 3: Hydrologic and Hydraulic Modeling	Not To Exceed	$22,900.00
4	Task 4: Public Outreach and Technical Meetings	Not To Exceed	$9,240.00
5	Task 5: Prepare Reports and Application	Not To Exceed	$18,200.00
	Total		**$83,400.00**
Table 2: Hourly Rates			
6	Principal	Per Person Per Hour	$300.00
8	Team Leader	Per Person Per Hour	$225.00
10	Senior Project Manager	Per Person Per Hour	$210.00
11	Project Manager	Per Person Per Hour	$200.00
12	Project Lead	Per Person Per Hour	$190.00
14	QA/QC Manager	Per Person Per Hour	$200.00
15	Principal Engineer	Per Person Per Hour	$180.00
16	Senior Engineer	Per Person Per Hour	$170.00
17	Project Engineer	Per Person Per Hour	$160.00
18	Design Engineer	Per Person Per Hour	$150.00
19	Assistant Project Engineer	Per Person Per Hour	$140.00
20	Engineer In Training	Per Person Per Hour	$120.00
33	Designer	Per Person Per Hour	$110.00
39	Technician	Per Person Per Hour	$100.00
46	Land Surveyor	Per Person Per Hour	$170.00
48	One-Man Survey	Per Person Per Hour	$160.00
49	Two-Man Survey Crew	Per Person Per Hour	$205.00
50	GIS Analyst	Per Person Per Hour	$120.00
59	Administrative Assistant	Per Person Per Hour	$110.00
60	Clerical	Per Person Per Hour	$95.00
Notes:			
The following Line Items have been removed as not applicable.			
Table 2: 7, 9, 13, 21 - 32, 34 - 38, 40 - 45, 47, 51 - 58, and 61 - 62			
Table 3: 63 - 72			
Table 4: 73 -74			
Table 5: 75 - 77			

Schedule 3

Work Schedule

Excerpt from Consultant's Proposal submitted December 17, 2025, Page 25

The schedule that follows shows the anticipated number of days for each phase of the project. The project schedule has six months to complete the floodplain modeling and preparing the MT-2 application and provides for 18 months for review and acceptance through the LOMR application process. We believe this is a realistic schedule and our recent ability to complete the previous Fountain Creek LOMR process from initial modeling to acceptance by FEMA in approximately 23 months demonstrates our ability to execute a similar schedule.

Task & Description	Anticipated Calendar Days
1. Project Management and Coordination	720
2. Data Collection and Review	30
3. Hydrologic and Hydraulic Modeling	60
4. Public Outreach and Technical Meetings	45
5. Preparation of Report and Application	45
6. Coordination with Federal, State, and Local Agencies	540

Schedule 4

Identification of Personnel, Subcontractors, and Task Responsibility

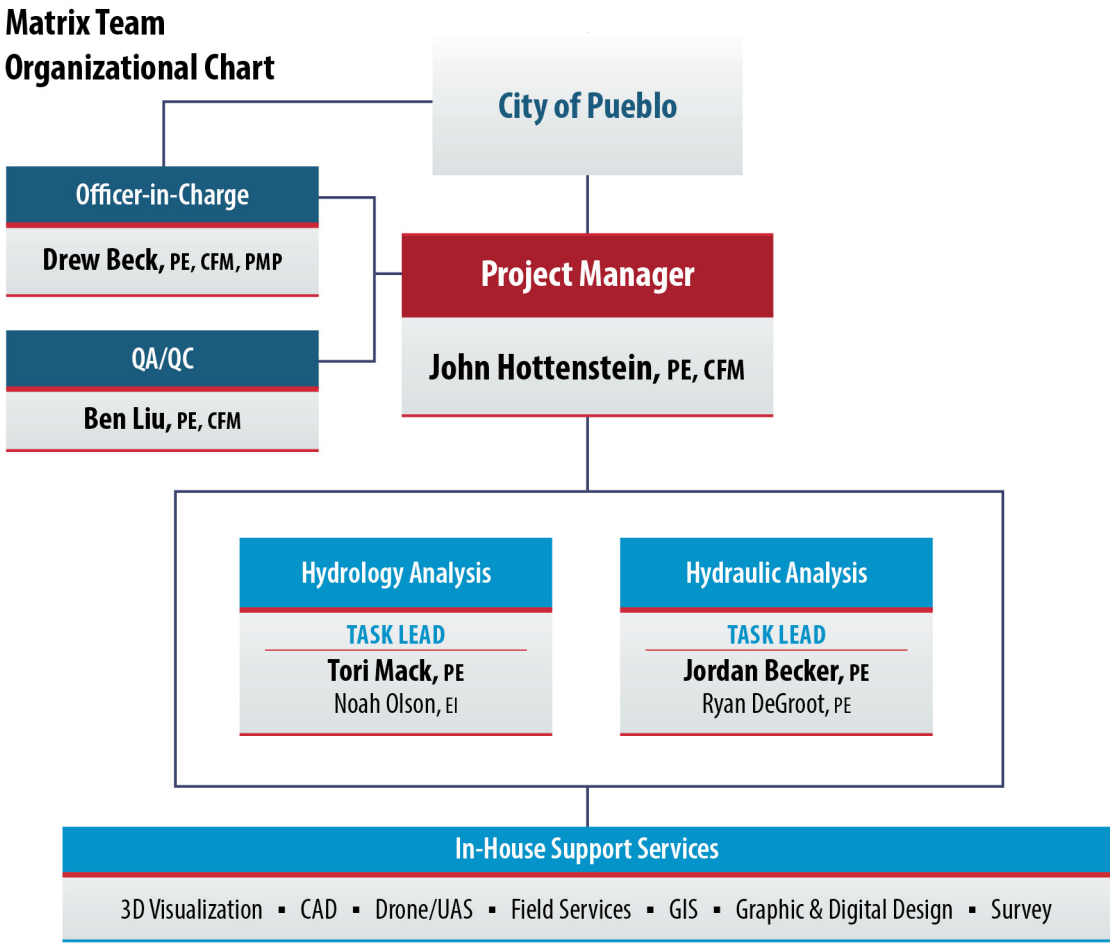
Excerpt from Consultant's Proposal submitted December 17, 2025, Pages 7 - 14

Role of Firm

Matrix will act as the prime and only consultant for the performance of the work of this contract and will provide all necessary services to achieve the goals of the project.

Key Individuals

The team that Matrix proposes for the Pueblo flood study project includes an accomplished core group of water resources and technical specialists who have worked together on numerous floodplain modeling and watershed planning projects. This group of seasoned and diverse subject matter experts ensures a well-coordinated approach that incorporates a wealth of experience and up-to-date knowledge of evolving trends and state-of-the-art methods in hydrology, hydraulics, floodplain mapping, financial modeling, and program development. The following organizational chart details the anticipated roles of each of our technical team members.



DREW BECK, PE, CFM, PMP

OFFICER-IN-CHARGEE

M.S. Hydrology, Colorado School of Mines

B.S. Civil Engineering, Santa Clara University

Professional Engineer: CO #48153, AZ #66479, CA #66037, Guam #2189

NCEES #54800

Certified Floodplain Manager (CFM): #US-09-04545

Project Management Professional (PMP)

Drew is a Senior Vice President of Matrix and the Executive Director of the Water and Environment division. He has more than 25 years of engineering experience with a wide range of engineering abilities, including storm drainage modeling/ hydraulic analysis, preparation of drainage reports and construction documents, stormwater management planning, and urban water quality modeling that encompasses best management practices and low-impact development analysis. He also has experience on complex integrated projects requiring multidiscipline solutions on local and regional scales. Paramount in his analysis is understanding the integrated approach that is necessary to solve watershed scale drainage and water quality problems. Drew is the former Board Chair of the Colorado Association of Stormwater and Floodplain Managers.

JOHN HOTTENSTEIN, PE, CFM

PROJECT MANAGER

M.S. Soil, Water, and Environmental Science, B.S. Biosystems Engineering, University of Arizona (both degrees)

Wildland Hydrology (Rosgen) Levels I-IV

Stream Mechanics, Function-Based Framework for Stream Assessment and Restoration Projects

Kleinschmidt, 1D/2D Modeling with HEC-RAS

Professional Engineer: CO #59168

CFM: #US-22-12195

John brings 9 years of experience as a water resource engineer focusing in hydrologic and hydraulic modeling to accurately map flood risk. He has a strong emphasis on watershed-scale analysis and flow characterization to support stream restoration and stormwater infrastructure projects. He has applied a range of hydrologic models and critically evaluates parameters within those models to understand runoff, peak flows, and drainage patterns across diverse watersheds. John is well-versed in selecting appropriate 1D and 2D hydraulic models to analyze complex flooding flow paths to efficiently and accurately evaluate flood risk. He has used 2D models to inform flooding boundaries and evaluate proposed designs to reduce flood risk. He understands the challenges of the FEMA MT-2 process having worked through the process on several approved CLOMRs and LOMRs and actively tries to engage regulators early on in the process for a more streamlined review.

"I have the pleasure of collaborating with John on the El Paso County Risk Map Phase 2 Hydraulics Study. He has been a pivotal leader... actively advocating for their interests and ensuring that their community needs are met with this study. Outside of his technical and leadership skills John has brought an emphatic, practical, and positive outlook that has motivated the CWCB team to push our collaborative efforts above the general expectation of these projects."

Caitlin McDaniel, PE, CFM , Floodplain Mapping Program Manager, Colorado Water Conservation Board

BEN LIU, PE,CFM

QA/QC

M.S. Environmental Engineering (Soil and Water Concentration), Cornell University

B.S. Civil Engineering, Colorado School of Mines

Professional Engineer: CO #50470, AZ #52398

CFM: #US-07-02737

Ben is a highly experienced water resources engineer with more than 15 years of experience delivering a wide spectrum of projects, including land development and various municipal, county, and state clients. His expertise in water resources encompasses a broad range of critical areas, including floodplain management, stream restoration, corridor planning studies, design-build oversight, and the intricacies of hydrology and hydraulics modeling. Ben recently led a study to convert an approximate Zone A to detailed Zone AE Special Flood Hazard Area (SFHA) in Broomfield and he is leading stormwater planning coordination efforts in Johnstown, Greeley, Windsor, and Weld County. He brings a wealth of knowledge to the table in the field of drainage infrastructure design, making him an invaluable asset to any project aiming to navigate the complexities of water management and engineering.

TORI MACK, PE

HYDROLOGY ANALYSIS TASK LEAD

B.E. Bioproducts and Biosystems Engineering, University of Minnesota, Twin Cities

Wildland Hydrology (Rosgen) Levels I-III

Professional Engineer: CO #60994

Tori has nine years of experience tackling diverse engineering projects essential for floodplain mapping, stream restoration, and stream stability assessment. Her portfolio encompasses a wide variety of hydrologic and hydraulic modeling, sediment transport analysis, technical reporting, and a thorough understanding of federal, state, and local permitting requirements. She has provided technical guidance, leadership, and oversight to multi-disciplinary teams focused on the protection of community assets, channel stability, floodplain protection, and long-term resilience. Her multifaceted skill set and commitment to excellence make her a reliable and resourceful professional in the field.

JORDAN BECKER, PE

HYDRAULIC ANALYSIS TASK LEAD

B.S. Civil Engineering Technology, Colorado State University, Pueblo

Professional Engineer: CO #64272

Jordan has eight years of experience supporting the design and construction of channel restoration and flood risk reduction projects, with a specialization in the Fountain Creek watershed. He leads floodplain modeling and engineering analyses to support stream stabilization, habitat rehabilitation, and public safety improvements, and has extensive experience coordinating with FEMA and local agencies on floodplain compliance, map revisions, and permitting. Jordan has directed field engineering efforts on several high-profile projects, integrating contractor partnering, public engagement, and client program management. Passionate about multi-use solutions that balance flood resilience, recreation, and environmental restoration, he takes pride in guiding projects from concept through design and implementation while ensuring regulatory compliance and watershed-based design intent.

John Hottenstein
PE, CFM

Project Manager

John brings 9 years of experience as a water resource engineer focusing in hydrologic and hydraulic modeling to accurately map flood risk. He has a strong emphasis on watershed-scale analysis and flow characterization to support stream restoration and stormwater infrastructure projects. He has applied a range of hydrologic models and critically evaluates parameters within those models to understand runoff, peak flows, and drainage patterns across diverse watersheds. John is well-versed in selecting appropriate 1D and 2D hydraulic models to analyze complex flooding flow paths to efficiently and accurately evaluate flood risk. He has used 2D models to inform flooding boundaries and evaluate proposed designs to reduce flood risk. He understands the challenges of the FEMA MT-2 process having worked through the process on several approved CLOMRs and LOMRs and actively tries to engage regulators early on in the process for a more streamlined review.

Education

M.S. Soil, Water, and Environmental Science, University of Arizona, 2016

B.S. Biosystems Engineering, University of Arizona, 2014

Wildland Hydrology (Rosgen) Level VI Natural Channel Design, 2022

Wildland Hydrology (Rosgen) Level III River Assessment and Monitoring, 2021

Wildland Hydrology (Rosgen) Level II River Morphology and Applications, 2018

Wildland Hydrology (Rosgen) Level I Applied Fluvial Geomorphology, 2017

Stream Mechanics, Function-Based Framework for Stream Assessment and Restoration Projects, 2017

Kleinschmidt, 1D/2D Modeling with HEC-RAS, 2019

Professional Registrations/Affiliations

Professional Engineer: Colorado #59168

Certified Floodplain Manager (CFM) #US-22-12195

RELEVANT EXPERIENCE

Park Vista Drainage Improvements | COLORADO SPRINGS, COLORADO

John serves as the Project Manager for the stream stabilization and flooding risk reduction initiative along the Upper Templeton Gap Floodway, a critical effort aimed to improve public safety. The project focuses on reducing hazards at an existing low water crossing that allowed floodwater to spread across an active roadway. John led the coordination of technical assessments, design development, and risk mitigation strategies to ensure the proposed improvements are both effective and constructable. His oversight includes managing engineering teams, reviewing hydrologic and hydraulic analyses, and ensuring that the design met the City of Colorado Springs' stormwater criteria while addressing site-specific challenges. Coordination with regulatory agencies included significant collaboration with CWCB and the El Paso County Risk Map technical team to make sure the proposed improvements by the City were being correctly evaluated with the most up to date engineering analysis across the broader Templeton Gap Floodway assessment.

A key aspect of John's role has been his proactive coordination with a wide range of stakeholders and regulatory agencies. This included post-Sackett Gap Waters permitting requirements. John facilitated regular communication among stakeholders, anticipated potential conflicts, and helped all parties remain informed and engaged throughout the project lifecycle. His leadership fosters collaboration and transparency, helping to advance a solution that not only reduces flood risk but also enhances the surrounding environment and infrastructure.

Broadway Station | DENVER, COLORADO

John reviewed and executed hydraulic modeling work on the Letter of Map Revision (LOMR) for the roadway bridge crossing constructed over the South Platte River that was part of the overall Broadway Station development. John's responsibilities included reviewing previously completed modeling as part of the CLOMR submittal, updating modeling conditions to match as-built conditions, and coordination with the Mile High Flood District and local floodplain administrators for unique hydraulic modeling scenarios and tie-ins to previously completed floodplain revisions.

Fountain Creek at Eagleridge | PUEBLO, COLORADO

This project proposed overbank and floodplain conveyance improvements to Fountain Creek where it has been adversely impacted by the installation of bollards that were influencing storm flows of the main channel. John was the design engineer for the early phase of the project to provide grade control along Fountain Creek that would help stabilize a vertical grade difference because of large woody debris that caught sediment behind the existing bollards within the channel. Design work also included large overbank grading to help develop a hydraulically smooth 100-year floodplain that limited unnecessary expansion and contraction of large flood flows. He was responsible for completing 1D and 2D hydraulic modeling that helped inform iterations of the proposed design approach.

Drew Beck

PE, CFM, PMP

Officer-in-Charge

Drew has more than 25 years of engineering experience with a wide range of engineering abilities, including storm drainage modeling/hydraulic analysis, preparation of drainage reports and construction documents, stormwater management planning, and urban water quality modeling that encompasses best management practices and low-impact development analysis. He also has experience on complex integrated projects requiring multidiscipline solutions on local and regional scales. Paramount in his analysis is understanding the integrated approach that is necessary to solve watershed scale drainage and water quality problems. Drew is the former Board Chair of the Colorado Association of Stormwater and Floodplain Managers and is in constant contact with colleagues on the latest in drainage, water quality, and floodplain news.

Education

M.S. Hydrology,
Colorado School of Mines, 2014

B.S. Civil Engineering,
Santa Clara University, 2000

Professional Registrations/Affiliations

Professional Engineer: Arizona #66479, California #66037, Colorado #48153, Guam #2189

NCEES #54800

Certified Floodplain Manager (CFM): #US-09-04545

Project Management Professional (PMP)

Colorado Association of Stormwater and Floodplain Managers (CASFM), Former Board Chair

American Society of Civil Engineers (ASCE), and Journal Peer Reviewer

RELEVANT EXPERIENCE

Park Vista Drainage Improvements | COLORADO SPRINGS, COLORADO

Drew serves as the Officer-in-Charge for this stream stabilization and floodplain reduction initiative located along the Upper Templeton Gap Floodway. The project aims to reduce the flood risk at an existing low water crossing that becomes extremely dangerous as flood waters spread across an active roadway. John has provided extensive coordination with project stakeholders from various City departments and state agencies. Proactive coordination will help streamline the review process for a complex project where various disciplines and goals from a variety of stakeholders intersect.

Fountain Creek Channel Stabilization at Southmoor Drive | FOUNTAIN, COLORADO

Drew is the Officer-in-Charge for the project which proposes stabilization of a 60–80-foot cut bank which has undermined and caused the closure of Southmoor Drive. Geomorphic parameters applied throughout the lower Fountain Creek Watershed were modified and validated for use in this section of the watershed. Project activities propose the realignment of the active channel away from the eroding bank and installation of toe wood structures as bend protection. In coordination with the geotechnical engineering team, the cut bank is to regraded and stabilized with an innovative geotechnical material. Extensive revegetation and on-site wetland mitigation has been developed to meet USACE Section 404 Permit requirements. This project has received grant funding from Colorado Water Conservation Board.

Floodplain Review Services | DENVER, COLORADO

Drew performed peer reviews of technical reviews of Flood Hazard Area Delineation (FHAD) studies Conditional Letter of Map Revisions (CLOMRs) and related HEC-RAS models. The reviews which were conducted for multiple agencies checked split flow hydrologic analyses, verified cross sections, river stationing, bridge geometry, ineffective flow areas, and floodplain and floodway delineations.

Rolling Hills Floodplain Development | COLORADO SPRINGS, COLORADO

Drew is Officer-in-Charge for the project which provides channel development and stabilization within a future residential development site in southeast Colorado Springs. Large floodplain extents of an ephemeral swale will be reduced to maximize the developable area within the site. Proposed improvements include drop structure installation, stable planform and cross section development. The proposed channel has been developed to accommodate current and future flow conditions. Hydraulic modeling was used to justify a reduction in the size of the proposed drop structures, creating project cost savings. Detailed revegetation plans will help to enhance the ecological value of the project site. Changes in local hydrology due to development and a watershed restudy completed by others paired with the significant reduction in the size of the floodplain, will drive the completion of a CLOMR.

Goldsmith Gulch Major Drainageway Plan and Flood Hazard Area Delineation | DENVER, COLORADO

As Officer-in-Charge, Drew oversaw the Major Drainageway Plan and Flood Hazard Area Delineation (MDP/FHAD) study which identified flood risks and developed master plan improvements for eight miles of stream corridor. The project included preparing HEC-RAS modeling for floodplain mapping, used UD-Detention worksheets and EPA SWMM to analyze potential detention improvements to reduce peak flows, and generated cost estimates of alternatives.

Benjamin Liu
PE, CFM

QA/QC

Ben is a highly experienced water resources engineer with over 15 years of experience delivering a wide spectrum of projects, including land development and various municipal, county, and state clients. His expertise in water resources encompasses a broad range of critical areas, including floodplain management, stream restoration, corridor planning studies, design-build oversight, and the intricacies of hydrology and hydraulics modeling. He brings a wealth of knowledge to the table in the field of drainage infrastructure design, making him an invaluable asset to any project aiming to navigate the complexities of water management and engineering.

Education

M.S. Environmental Engineering (Soil and Water Concentration), Cornell University, 2008

B.S. Civil Engineering, Colorado School of Mines, 2001

Professional Registrations/Affiliations

Professional Engineer: Arizona #52398, Colorado #50470

Certified Floodplain Manager (CFM): #US-07-02737

Technical Skills

HEC-RAS

FLO-2D

SWMM

CUHP

StormCAD

HY-8

ArcGIS

Civil 3D

Inroads

RELEVANT EXPERIENCE

Broadway Station | DENVER, COLORADO

Broadway Station is the largest transit-oriented development infill site in Denver. Ben was responsible for river hydraulics, floodplain mapping, FEMA permitting, and scour protection design. He evaluated and combined multiple regulatory models for the South Platte River, conducted alternatives analyses, prepared and coordinated the CLOMR package for the proposed Kentucky Avenue Bridge, and performed river gage analyses to advise construction planning.

Floodplain Review Services | DENVER, COLORADO

Ben conducted technical reviews of Flood Hazard Area Delineation (FHAD) studies and related HEC-RAS models. He checked split flow hydrologic analyses, verified cross sections, river stationing, bridge geometry, ineffective flow areas, and floodplain and floodway delineations.

Town of Johnstown Comprehensive Stormwater Master Plan | JOHNSTOWN, COLORADO

Matrix is completing a storm drainage master plan for an approximately 55-square-mile watershed. As Project Manager, Ben is responsible for project communications, public meetings, data collection, baseline hydrology and hydraulics, alternatives analysis, and conceptual design. The first phase that his team completed was an Existing Infrastructure Assessment to help Johnstown understand what stormwater information it has, and which data should be prioritized for field collection efforts. Ben's team developed a 2-D HEC-RAS model to identify surface runoff patterns and hydrologic flow splits, and created a series of exhibits and tables that compared potential inundation areas to existing stormwater infrastructure sizes and development boundaries. The Town has been able to supplement its limited staff and resources by leveraging the technical proficiency of the Matrix team to quickly address additional urgent stormwater tasks as they popped up.

Third Creek Tributaries Major Drainageway Plan and Flood Hazard Area Delineation | ADAMS COUNTY, COLORADO

Ben is Project Manager for the Third Creek Tributaries MDP & FHAD, which includes Commerce City as the sole stakeholder in addition to the Mile High Flood District (MHFD). Ben's team has completed the Baseline Hydrology phase of this planning project and is currently working on creating and calibrating a 2D hydraulic model to show flooding patterns in this mostly undeveloped area. Matrix will develop mapping and make concept recommendations within a guidance document to help Commerce City understand the size of drainageway corridors that should be preserved or regulated to reduce flood risks as the region develops.

Third Creek Major Drainageway Plan/Flood Hazard Area Delineation | ADAMS COUNTY, COLORADO

Ben was Project Engineer for the Third Creek MDP/FHAD, which included four stakeholders in addition to the Mile High Flood District (MHFD). Since the watershed is anticipated to undergo significant development over the coming decades, a more geomorphic approach to watershed planning was used. The Stream Management Corridor (SMC) concept was introduced to better define the total amount of lateral space the future creek will need, which can be more than the regulatory floodplain in some cases. Ben was responsible for updating hydrologic models, 1-D hydraulic models, floodplain mapping, technical reports, and comment response documentation.

Tori Mack PE

Hydrology Analysis Task Lead

Tori has nine years of experience tackling diverse engineering projects essential for floodplain mapping, stream restoration, and stream stability assessment. Her extensive portfolio encompasses a wide variety of hydrologic and hydraulic modeling, sediment transport analysis, technical reporting, and a thorough understanding of federal, state, and local permitting requirements. She has provided technical guidance, leadership, and oversight to multi-disciplinary teams focused on the protection of community assets, channel stability, floodplain protection, and long-term resilience. Her multifaceted skill set and commitment to excellence make her a reliable and resourceful professional in the field.

Education

B.E. Bioproducts and Biosystems Engineering, University of Minnesota, Twin Cities

Wildland Hydrology (Rosgen) Level III River Assessment and Monitoring, 2024

Wildland Hydrology (Rosgen) Level II River Morphology and Application, 2023

Wildland Hydrology (Rosgen) Level I Applied Fluvial Geomorphology, 2022

Designing Low Tech PBR - Utah State University, 2024

River Sediment Dynamics, River Restoration Northwest, 2020

Professional Registrations/Affiliations

Professional Engineer: Colorado #60994

Technical Skills

Geomorphology

Process-Based and Form-Based Stream Restoration and Design

Hydraulic and Hydrologic Modeling

Sediment Transport Modeling

USACE Section 404 Permits

Colorado Stream Quantification Tool

FEMA Floodplain Permitting

Local Permit Requirements

Grant Writing and Support

Technical Writing

Floodplain Mapping

RELEVANT EXPERIENCE

Barr Farms Channel Stabilization | PUEBLO, COLORADO

This project was completed in two parts to stabilize 40+ foot high, actively eroding cut banks which were eroding into agricultural land and had disrupted multiple utility lines. On Phase 1, a demonstration of the use of toe wood bend protection within the unconsolidated bed of Fountain Creek was completed. For Phase 2, toe wood was used exclusively for bend protection of over a mile of channel stabilization. Channel design included identification areas of ecological value to protect during design and construction using field reconnaissance and GPS mapping. Hydraulic and sediment transport modeling were completed to ensure the stability of the project reach. The project included realignment of the channel away from the eroding banks, establishment of a stable planform using regionally appropriate reference reach parameters, and revegetation.

Fountain Creek Channel Stabilization at Southmoor Drive | FOUNTAIN, COLORADO

This project proposes stabilization of a 60–80-foot cut bank which has undermined and caused the closure of Southmoor Drive. Geomorphic parameters applied throughout the lower Fountain Creek Watershed were modified and validated for use in this section of the watershed. Project activities propose the realignment of the active channel away from the eroding bank and installation of toe wood structures as bend protection. In coordination with the geotechnical engineering team, the cut bank is to regraded and stabilized with an innovative geotechnical material. Extensive revegetation and on-site wetland mitigation has been developed to meet USACE Section 404 Permit requirements. This project has received grant funding from Colorado Water Conservation Board.

Trout Creek Restoration and Habitat Enhancement | OAK CREEK, COLORADO

Stabilization and enhanced fisheries habitat were provided for approximately 1,700 feet of a highly incised section of Trout Creek in this project. Design elements included boulder grade control structures, large wood and sod mats for bend protection, a stable meander planform, and a reconnection of the bankfull channel with a functional floodplain. Considerations for fish passage and the enhancement of the riparian health of the system were incorporated in the design. Matrix worked closely with the USACE Sacramento District to obtain a Nationwide 27 Permit. This included estimates of effects to wetlands within the project area, obtaining an archeological inventory of the site, and development of a post-project monitoring plan.

Laveen Monument Creek Floodplain Opportunities Study | USAFA AND COLORADO SPRINGS, COLORADO

This project developed an inventory and system of project prioritization for channel projects in the Monument Creek watershed in Colorado Springs. Extensive field reconnaissance and documentation were required in support of the desktop analysis to identify and categorize unstable areas within the watershed. Large sections of unstable channel were surveyed by engineering teams to evaluate the degree of channel impairment and validate desktop analysis. The inventory developed will allow the City of Colorado Springs and USAFA to prioritize project funding to target the most at-risk channels within the Monument Creek Watershed.

Jordan Becker PE

Hydraulic Analysis Task Lead

Jordan has eight years of experience supporting the design and construction of channel restoration and flood risk reduction projects, with a specialization in the Fountain Creek watershed. He leads floodplain modeling and engineering analyses to support stream stabilization, habitat rehabilitation, and public safety improvements, and has extensive experience coordinating with FEMA and local agencies on floodplain compliance, map revisions, and permitting. Jordan has directed field engineering efforts on several high-profile projects, integrating contractor partnering, public engagement, and client program management. Passionate about multi-use solutions that balance flood resilience, recreation, and environmental restoration, he takes pride in guiding projects from concept through design and implementation while ensuring regulatory compliance and watershed-based design intent.

Education

B.S. Civil Engineering Technology, Colorado State University Pueblo, 2017

Professional Registrations/Affiliations

Professional Engineer: Colorado #64272

Stormwater Management & Erosion Control During Construction (GEC) Certified

ASCE Southern Colorado, Scholarship Program Coordinator

Colorado Association of Stormwater and Floodplain Managers (CASFM), Southeast Region Rep

CASFM HEC-RAS 1D Modeling Course

Technical Skills

Hydraulic and Hydrologic Modeling

Floodplain Mapping

Geomorphology

Process-Based and Form-Based Stream Restoration and Design

FEMA Floodplain Permitting

Local Permit Requirements

Technical Writing

Field Construction Engineering

RELEVANT EXPERIENCE

Fountain Creek Channel Restoration at 13th Street | PUEBLO, COLORADO

Jordan served as the Design/Field Engineer on this channel restoration project that included design and construction support for approximately 2,500 linear feet of natural channel restoration along Fountain Creek in downtown Pueblo, Colorado. The goal of the project was to stabilize eroding banks by restoring the bankfull channel, connecting to the adjacent floodplain, and restoring the riparian habitat through biodegradable materials and plantings. Jordan aided in the design of bank stabilization, bend scour analysis, rock sizing, and hydraulic modeling; he compiled and reviewed technical specifications and contract documents; and he coordinated extensively with the contractor and client to give technical guidance, implement change orders, and provide field engineering. Jordan also worked to secure the needed SB 40 Certification (Colorado Parks and Wildlife) General 404 Permit, Section 401, and 408 Water Quality Certification Permitting. This project was certified by the City of Pueblo Floodplain Manager as having No-Rise in the FEMA floodplain.

Park Vista Drainage Improvements | COLORADO SPRINGS, COLORADO

Jordan serves as the Design Engineer of the floodplain reduction and stream stabilization initiative located along the Upper Templeton Gap Floodway. He is responsible for the detailed 1D and 2D hydraulic modeling to evaluate proposed alternative drop structure configurations that minimize materials and provide adequate energy diffusion. Jordan is responsible for designing safe solutions for the multiple large utility conflicts that existed in the channel corridor. He also is the design lead for modifications to the existing stormwater outfalls. The task includes modifying the outfalls to seamlessly tie into the channel design and provide proper erosion control measures. Finally, to ensure transitions between proposed improvements, Jordan coordinates between the multi-disciplines that contribute to the structural and roadway improvements.

Cottonwood Creek Channel Rehabilitation | COLORADO SPRINGS, COLORADO

Jordan served as a Design Engineer for 9,000 linear feet of channel restoration to address substantial eroding banks, steep existing slopes, and dangerous existing stormwater infrastructure. He was responsible for optimizing drop structure footprint, analyzing bend scour protection, and integrating existing storm outfalls into a channel that reconnected the adjacent floodplain. Jordan focused on creating a design approach that provided long-term channel stability, satisfied City design criteria, and included aesthetic structural and revegetative elements that provide recreational opportunities to the community.

Monument Branch Stream Restoration | COLORADO SPRINGS, COLORADO

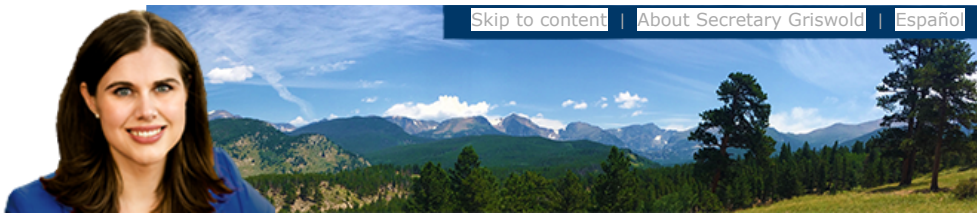
Jordan served as Design Engineer on this multi-phase stream restoration project within an actively eroding stream channel. Jordan utilized natural channel design principles to improve stability and establish wetland vegetation and Prebble's Mouse habitat. He performed analysis that included detailed scour analysis, rock sizing, and hydraulic modeling. Jordan helped coordinate the construction effort that included the review of technical specifications and contract documents. He also coordinated extensively with the contractor and client to give technical guidance, implement change orders, and provide field engineering.

Additional Information for Agreement

Certificate of Good Standing

PERA Questionnaire

Insurance Certificate(s)



Summary

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Unsubscribe from text notification

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Business Information
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FAQs, Glossary and Information

Details			
Name	MATRIX DESIGN GROUP, INC.		
Status	Good Standing	**Formation date**	09/03/1999
ID number	19991166730	**Form**	Corporation
Periodic report month	September	**Jurisdiction**	Colorado
Principal office street address	2435 Research Parkway, Suite 300, Colorado Springs, CO 80920, US		
Principal office mailing address	2435 Research Parkway, Suite 300, Colorado Springs, CO 80920, US		

Registered Agent	
Name	C T CORPORATION SYSTEM
Street address	7700 E Arapahoe Rd Ste 220, Centennial, CO 80112, US
Mailing address	7700 E Arapahoe Rd Ste 220, Centennial, CO 80112, US

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OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

MATRIX DESIGN GROUP, INC.

is a

Corporation

formed or registered on 09/03/1999 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 19991166730 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 02/09/2026 that have been posted, and by documents delivered to this office electronically through 02/10/2026 @ 10:29:39 .

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 02/10/2026 @ 10:29:39 in accordance with applicable law. This certificate is assigned Confirmation Number 18195964 .

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__XX__ (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: Matrix Design Group, Inc

Authorized Signature: _____ Title: Accounts Receivable Administrator

Printed Name: Rebecca Jones Date: 05.29.2025

Client#: 1085892 MATRIDES

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/23/2026

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

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

PRODUCER
USI Insurance Services, LLC
4600 S. Ulster Street, Suite 1200
Denver, CO 80237
800 873-8500

CONTACT NAME:
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 : Continental Casualty Company	20443
INSURER B : Continental Insurance Company	35289
INSURER C : Valley Forge Insurance Company	20508
INSURER D : XL Specialty Insurance Company	37885
INSURER E :	
INSURER F :	

INSURED
Matrix Design Group, Inc.
2435 Research Parkway, Suite 300
Colorado Springs, CO 80920

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / X PRO-JECT / LOC OTHER:	X	X	6081785403	10/01/2025	10/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$1,000,000 $1,000,000 $15,000 $1,000,000 $2,000,000 $2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	X	X	6081785398	10/01/2025	10/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$1,000,000 $ $ $ $
B	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / X RETENTION $10000	X	X	6081785417	10/01/2025	10/01/2026	EACH OCCURRENCE AGGREGATE 	$4,000,000 $4,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	6081785384	10/01/2025	10/01/2026	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
D	Professional Liability Claims Made		X	DPR5048662	10/01/2025	10/01/2026	$2,000,000 per claim $5,000,000 annl aggr.	

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

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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DESCRIPTIONS (Continued from Page 1)

The General Liability, Automobile Liability, Umbrella/Excess insurance applies on a primary and non contributory basis. A Blanket Waiver of Subrogation applies for General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation. The Umbrella / Excess Liability policy provides excess coverage over the General Liability, Automobile Liability and Employers Liability.
Please note that Additional Insured status does not apply to Professional Liability or Workers' Compensation.
The policies include a blanket endorsement providing that 30 days notice of cancellation will be given to the Certificate Holder by the Insurance Carrier.

RE: 25-113 Consultant For Flood Study.
Additional Insured Includes: The City of Pueblo, its agents, officers and employees

CNA

CNA PARAMOUNT

General Aggregate Limit - Per Project Endorsement

Th s endo sement mod f es insu ance p ov ded unde the fo ow ng

COMMERCIAL GENERAL LIAB L TY COVERAGE PART

t is understood and ag eed as fol ows:

I. Fo each s ngle const uct on o se v ce p oject away f om p em ses the **Named Insured** owns o ents, a sepa ate Project Gene a Aggregate Lim t, equa to the amount of the Gene a Agg egate L m t shown n the Decla at ons s the most the nsu e w pay fo the sum of:

A. a **damages** unde **Coverage A**, except **damages** because of **bodily injury** o **property damage** nc uded n the **products-completed operations hazard**; and

B. a med ca expenses unde **Coverage C**;

that a se f om **occurrences** o acc dents wh ch can be att buted so e y to ongo ng ope at ons at that p oject. Such payments sha not educe the Gene a Agg egate L m t shown n the Dec a at ons no the P o ect Gene a Agg egate L m t app cab e to any othe p o ect.

II. A :

A **damages** unde **Coverage B**, ega d ess of the numbe of ocat ons o p o ects nvo ved

B **damages** unde **Coverage A**, caused by **occurrences** wh ch cannot be att buted so e y to ongo ng ope at ons at a s ng e p o ect, except **damages** because of **bodi y njury** o **property damage** nc uded n the **products completed operations hazard**; and

C med ca expenses unde **Coverage C** caused by acc dents wh ch cannot be att buted so e y to ongo ng ope at ons at a s ng e p o ect

w educe the Genera Agg egate L m t shown n the Dec a at ons

III The m ts shown n the Dec a at ons fo Each Occu ence fo Damage To P em ses Rented To You and for Med ca Expense cont nue to app y but w be sub ect to e the the P o ect Gene a Agg egate L m t o the Gene a Agg egate L m t shown n the Dec a at ons depend ng on whethe the **occurrence** can be att buted so e y to ongo ng ope at ons at a pa t cu a p oject

IV When cove age fo ab ty a s ng out of the **products-completed operations hazard** s p ov ded any payments fo **damages** because of **bodily injury** o **property damage** nc uded n the **products-completed operat ons hazard** w educe the P oducts Comp eted Ope at ons Agg egate L m t shown n the Dec a at ons ega d ess of the numbe of p o ects nvo ved

V If a s ng e const uct on o se v ce p o ect away f om p em ses owned by o ented to the **Named Insured** has been abandoned and then esta ted o f the autho zed cont act ng pa t es dev ate f om p ans b uep nts des gns spec f cat ons o t metab es such p o ect w st be deemed to be the same p o ect

VI. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

A. In the performance of your ongoing operations subject to such **written contract**; or

B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

1. The **written contract** requires you to provide the additional insured such coverage; and

2. This **Coverage Part** provides such coverage; and

C. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

1. Coverage broader than what you are required to provide by the **written contract**; or

2. A higher limit of insurance than what you are required to provide by the **written contract**.

Any coverage granted by this Paragraph **I.** shall apply solely to the extent permissible by law.

II. If the written contract requires additional insured coverage under the 07-04 edition of CG2010 or CG2037, then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

A. In the performance of your ongoing operations subject to such **written contract**; or

B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

1. The **written contract** requires you to provide the additional insured such coverage; and

2. This **Coverage Part** provides such coverage.

III. But if the **written contract** requires:

A. Additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or

B. Additional insured coverage with "arising out of" language;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

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IV. But if the **written contract** requires additional insured coverage to the greatest extent permissible by law, then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

V. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury**, **property damage**, or **personal and advertising injury** arising out of:

A. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

1. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

2. Supervisory, inspection, architectural or engineering activities; or

B. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **Coverage Part**.

VI. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS,** the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **Coverage Part**:

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. Primary and non-contributing with other insurance available to the additional insured; or

2. Primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. Give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;

2. Send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and

3. Make available any other insurance, and endeavor to tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **3.** does not apply to other insurance under which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

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Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

VIII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **Coverage Part**, provided the contract or agreement:

A. Was executed prior to:

1. The **bodily injury** or **property damage**; or

2. The offense that caused the **personal and advertising injury**;

for which the additional insured seeks coverage; and

B. Is still in effect at the time of the **bodily injury** or **property damage occurrence** or **personal and advertising injury** offense.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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CNA PARAMOUNT

Architects, Engineers and Surveyors General Liability Extension Endorsement

1. ADDITIONAL INSUREDS

a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **I.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **I.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Engineers, Architects or Surveyors Engaged By You

An architect, engineer or surveyor engaged by the **Named Insured**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by the **Named Insured's** acts or omissions, or the acts or omissions of those acting on the **Named Insured's** behalf:

a. in connection with the **Named Insured's** premises; or

b. in the performance of the **Named Insured's** ongoing operations.

But the coverage hereby granted to such additional insureds does not apply to **bodily injury**, **property damage** or **personal and advertising injury** arising out of the rendering of or failure to render any professional services by, on behalf of, or for the **Named Insured**, including but not limited to:

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1. the preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. supervisory, inspection, architectural or engineering activities.

D. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

E. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury** or **property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

H. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:

   a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or

   b. the construction, erection, or removal of elevators; or

   c. the ownership, maintenance or use of any elevators covered by this insurance; or

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2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

a. **Bodily injury**, **property damage** or **personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or

b. **Bodily injury** or **property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

I. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** caused by:

a. the **Named Insured's** acts or omissions; or

b. the acts or omissions of those acting on the **Named Insured's** behalf,

in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.

2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision **2.**, the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. ADDITIONAL INSURED – EXTENDED COVERAGE

When an additional insured is added by this or any other endorsement attached to this **Coverage Part**, **WHO IS AN INSURED** is amended to make the following natural persons **Insureds**.

If the additional insured is:

a. An individual, then his or her **spouse** is an **Insured**;

b. A partnership or joint venture, then its partners, members and their **spouses** are **Insureds**;

c. A limited liability company, then its members and managers are **Insureds**; or

d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are **Insureds**;

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but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations.

Please see the **ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES** provision of this endorsement for additional coverage and restrictions applicable to **spouses** of natural person **Insureds**.

4. BOATS

Under **COVERAGES**, **Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to add the following additional exception to the exclusion entitled **Aircraft, Auto or Watercraft**:

This exclusion does not apply to:

Any watercraft owned by the **Named Insured** that is less than 30 feet long while being used in the course of the **Named Insured's** inspection or surveying work.

5. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

6. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or to an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

7. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph **3.** in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph **4.** below, any organization in which a **Named Insured** has management control:

a. on the effective date of this **Coverage Part**; or

b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have

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provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

(a) any partnership, limited liability company or joint venture; or

(b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, management control means:

A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or

B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.

4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph **3.** above, this insurance does not apply to:

a. **bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor

b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.

5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

8. CONTRACTUAL LIABILITY – RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of **insured contract** is replaced by the following:

Insured Contract means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** you with permission of the owner is not an **insured contract**;

b. A sidetrack agreement;

c. Any easement or license agreement;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to the **Named Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

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(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(2) Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(1)** above and supervisory, inspection, architectural or engineering activities.

9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, executors, heirs, legal representatives, administrators, trustees, beneficiaries and **spouses** of any natural person **Insured** or living trust shall also be insured under this policy; provided, however, coverage is afforded to such estates, executors, heirs, legal representatives, administrators, trustees, beneficiaries and **spouses** only for **claims** arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided, however, that the **spouse** of a natural person **Named Insured**, and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES**, **Coverage A** – **Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

Bodily injury or **property damage** expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION

A. A separate Location General Aggregate Limit, equal to the amount of the General Aggregate Limit, is the most the Insurer will pay for the sum of:

1. All **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and

2. All medical expenses under **Coverage C**,

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that location. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Location General Aggregate Limit of any other location.

B. All:

1. **Damages** under **Coverage B**, regardless of the number of locations involved;

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2. **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single location, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and

3. Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single location,

will reduce the General Aggregate Limit shown in the Declarations.

C. For the purpose of this **GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION** Provision, "location" means:

1. a premises the **Named Insured** owns or rents; or

2. a premises not owned or rented by any **Named Insured** at which the **Named Insured** is performing operations pursuant to a contract or written agreement. If operations at such a location have been discontinued and then restarted, or if the authorized parties deviate from plans, blueprints, designs, specifications or timetables, the location will still be deemed to be the same location.

For the purpose of determining the applicable aggregate limit of insurance, premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single location.

D. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Location General Aggregate Limit or the General Aggregate Limit, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular location.

E. 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**, regardless of the number of locations involved, will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations.

F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this **GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION** Provision shall continue to apply as stipulated.

12. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

A. Under **COVERAGES**, **Coverage A – Bodily Injury And Property Damage Liability**, the **Insuring Agreement** is amended to replace Paragraphs **1.b.(1)** and **1.b.(2)** with the following:

b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:

(1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.

(2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

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B. Under **COVERAGES**, **Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:

i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. to add the following additional exclusions:

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, including but not be limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. **DEFINITIONS** is amended to:

i. add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees** or **volunteer workers** in the rendering of:

a. **professional health care services** on behalf of the **Named Insured** or

b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

a. Physician;

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b. Nurse;

c. Nurse practitioner;

d. Emergency medical technician;

e. Paramedic;

f. Dentist;

g. Physical therapist;

h. Psychologist;

i. Speech therapist;

j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

iii. amend the definition of **Insured** to:

a. add the following:

the **Named Insured's employees** are **Insureds** with respect to:

(1) **bodily injury** to a co-**employee** while in the course of the co-**employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and

(2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

the **Named Insured's volunteer workers** are **Insureds** with respect to:

(1) **bodily injury** to a co-**volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and

(2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

b. delete Subparagraphs **(a)**, **(b)**, **(c) and (d)** of Paragraph **2.a.(1)** of **WHO IS AN INSURED**.

D. The **Other Insurance** condition is amended to delete Paragraph **b.(1)** in its entirety and replace it with the following:

Other Insurance

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b. Excess Insurance

(1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

A. Past Joint Ventures, Partnerships, Limited Liability Companies

The following is added to **WHO IS AN INSURED:**

If the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense, first occurred after such termination date;

b. the **bodily injury** or **property damage** first occurred after such termination date; and

c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

If the joint venture, partnership or limited liability company is or was insured under a **consolidated (wrap-up) insurance program**, then such insurance will always be considered valid and collectible for the purpose of paragraph **c.** above. But this provision will not serve to exclude **bodily injury**, **property damage** or **personal and advertising injury** that would otherwise be covered under the **Architects, Engineers And Surveyors General Liability Extension Endorsement** provision entitled **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**. Please see that provision for the definition of **consolidated (wrap-up) insurance program**.

B. Participation In Current Professional Joint Ventures

The following is added to **WHO IS AN INSURED**:

The **Named Insured** is also an **Insured** for participation in a current joint venture that is not named on the Declarations, but only if such joint venture meets all of the following criteria:

a. Each and every one of the **Named Insured's** co-venturers are architectural, engineering or surveying firms only; and

b. There is no other valid and collectible insurance purchased specifically to insure the joint venture.

However, the **Named Insured** is an **Insured** only for the conduct of such **Named Insured's** business within such a joint venture. The **Named Insured** is not insured for liability arising out of the acts or omissions of other co-venturers, nor of their partners, members or employees.

C. WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

Except as provided under this **Architects, Engineers And Surveyors General Liability Extension Endorsement** or by the attachment of another endorsement (if any), no person or organization is an **Insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the Declarations.

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15. LEGAL LIABILITY – DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED'S CARE, CUSTODY OR CONTROL

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion **j. Damage to Property** in its entirety and replace it with the following:

This insurance does not apply to:

j. Damage to Property

Property damage to:

(1) Property the **Named Insured** owns, rents, or occupies, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;

(3) Property loaned to the **Named Insured**;

(4) Personal property in the care, custody or control of the **Insured**;

(5) That particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on the **Named Insured's** behalf are performing operations, if the **property damage** arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

Paragraph **(2)** of this exclusion does not apply if the premises are **your work**.

Paragraphs (**3), (4), (5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to **property damage** to:

i. tools, or equipment the **Named Insured** borrows from others, nor

ii. other personal property of others in the **Named Insured's** care, custody or control while being used in the **Named Insured's** operations away from any **Named Insured's** premises.

However, the coverage granted by this exception to Paragraphs **(3)** and **(4)** does not apply to:

a. property at a job site awaiting or during such property's installation, fabrication, or erection;

b. property that is **mobile equipment** leased by an **Insured**;

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c. property that is an **auto**, aircraft or watercraft;

d. property in transit; or

e. any portion of **property damage** for which the **Insured** has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See **LIMITS OF INSURANCE** as amended below.

B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE**.

C. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, $25,000 is the most the Insurer will pay under **Coverage A** for **damages** arising out of any one **occurrence** because of the sum of all **property damage** to borrowed tools or equipment, and to other personal property of others in the **Named Insured's** care, custody or control, while being used in the **Named Insured's** operations away from any **Named Insured's** premises. The Insurer's obligation to pay such **property damage** does not apply until the amount of such **property damage** exceeds $1,000. The Insurer has the right but not the duty to pay any portion of this $1,000 in order to effect settlement. If the Insurer exercises that right, the **Named Insured** will promptly reimburse the Insurer for any such amount.

D. Paragraph **6.**, Damage To Premises Rented To You Limit, of **LIMITS OF INSURANCE** is deleted and replaced by the following:

6. Subject to Paragraph **5.** above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **Coverage A** for **damages** because of **property damage** to any one premises while rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, including contents of such premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

a. $500,000; or

b. The Damage To Premises Rented To You Limit shown in the Declarations.

E. Paragraph **4.b.(1)(a)(ii)** of the **Other Insurance** Condition is deleted and replaced by the following:

(ii) That is property insurance for premises rented to the **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

16. LIQUOR LIABILITY

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Liquor Liability**.

This **LIQUOR LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

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17. MEDICAL PAYMENTS

A. **LIMITS OF INSURANCE** is amended to delete Paragraph **7.** (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph **5.** above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

(1) $15,000 unless a different amount is shown here: $N,NNN,NNN,NNN; or

(2) the amount shown in the Declarations for Medical Expense Limit.

B. Under **COVERAGES**, the **Insuring Agreement** of **Coverage C – Medical Payments** is amended to replace Paragraph **1.a.(3)(b)** with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

18. NON-OWNED AIRCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;

2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and

3. the aircraft is not being used to carry persons or property for a charge.

19. NON-OWNED WATERCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph **(2)** of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

(2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:

(a) less than 75 feet long; and

(b) not being used to carry persons or property for a charge.

20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under **COVERAGES**, **Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

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This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

(a) the **Named Insured**; or

(b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.

2. add the following exclusions:

This insurance does not apply to:

Employment Related Discrimination

discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

Provision **1. ADDITIONAL INSURED** of this endorsement; or

attachment of an additional insured endorsement to this **Coverage Part**.

21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

A. Under **COVERAGES**, **Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability**.

B. Solely for the purpose of the coverage provided by this **PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY** provision, the following changes are made to the section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B:**

1. Paragraph **2.d.** is replaced by the following:

d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph **2.f.(2)(b)** is deleted and replaced by the following:

So long as the above conditions are met, attorney's fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred

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by the indemnitee at the Insurer's request will be paid as **defense costs**. Such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

C. This **PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

22. PROPERTY DAMAGE – ELEVATORS

A. Under **COVERAGES**, **Coverage A** – **Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs **(3)**, **(4)** and **(6)** of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.

B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

WHO IS INSURED is amended to include as **Insureds** natural persons who are retired partners, members, directors or employees, but only for **bodily injury**, **property damage** or **personal and advertising injury** that results from services performed for the **Named Insured** under the **Named Insured's** direct supervision. All limitations that apply to **employees** and **volunteer workers** also apply to anyone qualifying as an **Insured** under this Provision.

24. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

A. Paragraph **1.b.** is amended to delete the $250 limit shown for the cost of bail bonds and replace it with a $5,000. limit; and

B. Paragraph **1.d.** is amended to delete the limit of $250 shown for daily loss of earnings and replace it with a $1,000. limit.

25. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

26. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or

2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

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1. is in effect or becomes effective during the term of this **Coverage Part**; and

2. was executed prior to the **bodily injury**, **property damage** or **personal and advertising injury** giving rise to the **claim**.

27. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury**, **property damage**, or **personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor

2. **Bodily injury** or **property damage** included within the **products-completed operations hazard** that arises out of those portions of the project that are not **residential structures**.

B. Condition **4. Other Insurance** is amended to add the following subparagraph **4.b.(1)(c)**:

This insurance is excess over:

(c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the **Named Insured** as a result of the **Named Insured** being a participant in a **consolidated (wrap-up) insurance program**, but only as respects the **Named Insured's** involvement in that **consolidated (wrap-up) insurance program**.

C. DEFINITIONS is amended to add the following definitions:

Consolidated (wrap-up) insurance program means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and

2. the common areas and structures appurtenant to the structures in paragraph **1.** (including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, **residential structure** does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. **Residential structure** also does not include hospitals or prisons.

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This **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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EXTENDED COVERAGE ENDORSEMENT - BA PLUS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILTY COVERAGE

A. Who Is An Insured

The following is added to **SECTION II, Paragraph A.1., Who Is An Insured:**

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; **provided that**,

b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an **insured** under any other liability **policy** providing **auto** coverage.

2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision **A.2.:**

a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.

b. Does not apply to:

(1) **Bodily injury** or **property damage** caused by an **accident** that occurred before you acquired or formed the organization; or

(2) Any such organization that is an **insured** under any other liability **policy** providing **auto** coverage.

3. Any person or organization that you are obligated to provide Insurance where required by a written contract or agreement is an insured, but only with respect to legal responsibility for acts or omissions of a person for whom Liability Coverage is afforded under this policy.

4. An **employee** of yours is an **insured** while operating an **auto** hired or rented under a contract or agreement in that **employee's** name, with your permission, while performing duties related to the conduct of your business.

Policy, as used in this provision **A. Who Is An Insured,** includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or

2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

SECTION II, Paragraphs A.2.a.(2) and A.2.a.(4) are revised as follows:

1. In **a.(2),** the limit for the cost of bail bonds is increased from $2,000 to $5,000, and

2. In **a.(4),** the limit for the loss of earnings is increased from $250 to $500 a day.

C. Fellow Employee

SECTION II, Paragraph B.5 does not apply.

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Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Towing

SECTION III. Paragraph A.2., is revised to include Light Trucks up to 10,000 pounds G.V.W.

B. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

The following is added to **SECTION III, Paragraph A.3.:**

With respect to any covered **auto**, any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

C. Transportation Expenses

SECTION III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

a. $60 per day, in lieu of $20; subject to

b. $1,800 maximum, in lieu of $600.

D. Loss of Use Expenses

SECTION III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

a. $1,000 maximum, in lieu of $600.

E. Personal Property

The following is added to **SECTION III, Paragraph A.4.**

c. We will pay up to $500 for loss to **Personal Property** which is:

(1) Owned by an **insured**; and

(2) In or on the covered **auto**.

This coverage applies only in the event of a total theft of your covered **auto**.

This insurance is excess over any other collectible insurance and no deductible applies.

F. Rental Reimbursement

The following is added to **SECTION III, Paragraph A.4.:**

d. We will pay for rental reimbursement expenses incurred by you for the rental of an **auto** because of **loss** to a covered **auto**. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered **auto**. No deductibles apply to this coverage.

1. We will pay only for those expenses incurred during the policy period beginning 24 hours after the **loss** and ending, regardless of the policy's expiration, with the lesser of the following number of days:

(a) The number of days reasonably required to repair or replace the covered **auto**; or,

(b) 15 days.

2. Our payment is limited to the lesser of the following amounts:

(a) Necessary and actual expenses incurred; or,

(b) $25 per day subject to a maximum of $375.

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3. This coverage does not apply while there are spare or reserve **autos** available to you for your operations.

4. If **loss** results from the total theft of a covered **auto** of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

G. Hired "Autos"

The following is added to **SECTION III. Paragraph A.:**

5. Hired **Autos**

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

a. Any covered **auto** you lease, hire, rent or borrow without a driver; and

b. Any covered **auto** hired or rented by your **employee** without a driver, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.

c. The most we will pay for any one **accident** or **loss** is the actual cash value, cost of repair, cost of replacement or $75,000 whichever is less minus a $500 deductible for each covered auto. No deductible applies to **loss** caused by fire or lightning.

d. The physical damage coverage as is provided by this provision will be limited to the types of physical damage coverage(s) provided on your owned **autos**.

e. Such physical damage coverage for hired **autos** will:

(1) Include loss of use, provided it is the consequence of an **accident** for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.

(2) Such coverage as is provided by this provision **G.e.(1)** will be subject to a limit of $750 per **accident**.

H. Airbag Coverage

The following is added to **SECTION III, Paragraph B.3.**

The accidental discharge of an airbag shall not be considered mechanical breakdown.

I. Electronic Equipment

SECTION III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

c. Physical Damage Coverage on a covered **auto** also applies to **loss** to any permanently installed electronic equipment including its antennas and other accessories

d. A $100 per occurrence deductible applies to the coverage provided by this provision.

J. Diminution In Value

The following is added to **SECTION III, Paragraph B.6.**

Subject to the following, the **diminution in value** exclusion does not apply to:

a. Any covered **auto** of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and

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b. Any covered **auto** of the private passenger type hired or rented by your **employee** without a driver for a period of 30 days or less, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.

c. Such coverage as is provided by this provision is limited to a **diminution in value** loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.

d. The most we will pay for **loss** to a covered **auto** in any one accident is the lesser of:

(1) $5,000; or

(2) 20% of the **auto's** actual cash value (ACV)

III. Drive Other Car Coverage – Executive Officers

The following is added to **SECTIONS II and III:**

1. Any **auto** you don't own, hire or borrow is a covered **auto** for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your executive officers, except:

a. An **auto** owned by that **executive officer** or a member of that person's household; or

b. An auto used by that **executive officer** while working in a business of selling, servicing, repairing or parking **autos**.

Such Liability and/or Physical Damage Coverage as is afforded by this provision will be:

(1) Equal to the greatest of those coverages afforded any covered **auto**; and

(2) Excess over any other collectible insurance.

2. For purposes of this provision, **executive officer** means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such **executive officers** are **insureds** while using a covered **auto** described in this provision.

IV. BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to **SECTION IV, Paragraph A.2.a.**

(4) Your **employees** may know of an **accident** or **loss**. This will not mean that you have such knowledge, unless such **accident** or **loss** is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **SECTION IV, Paragraph A.2.b.**

(6) Your **employees** may know of documents received concerning a claim or **suit**. This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Concealment, Misrepresentation or Fraud

The following is added to **SECTION IV, Paragraph B.2.**

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

C. Policy Period, Coverage Territory

SECTION IV, Paragraphs 7.(5).(a). is revised to provide:

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a. 45 days of coverage in lieu of 30 days

V. DEFINITIONS

SECTION V. Paragraph C. is deleted and replaced by the following:

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s): ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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Workers Compensation And Employers Liability Insurance
Policy Endorsement

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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 applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

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

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

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ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE
Name of Additional Insured Person Or Organization
AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II** - LIABILITY COVERAGE, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "**accident**" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

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city of PUEBLO colorado

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: March 23, 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 APPROVING CONTRACT AMENDMENT NO. 1 IN THE AMOUNT OF $65,000 TO ROCKIES ENVIRONMENTAL AND DEMOLITION SERVICES, INC., FOR PROJECT NO. 24-053, ABATE AND DEMOLISH - 519 W. 11TH STREET (CDBG), AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

This Resolution approves Contract Amendment No. 1 in the amount of $65,000.00 to Rockies Environmental and Demolition Services, Inc., for Project No. 24-053 Abate and Demolish - 519 W. 11th St.

PREVIOUS COUNCIL ACTION:

Resolution 15782, dated October 15, 2024, awarded a Construction Contract, in the amount of $100,000.00, to Rockies Environmental and Demolition Services, Inc., and set forth $12,500.00 for contingencies and additional work, for Project No. 24-053 Abate and Demolish - 519 W. 11th St.

BACKGROUND:

The original project, awarded to Rockies Environmental and Demolition Services, Inc., consisted of the abatement and demolition of 519 West 11th Street. Contract Amendment No. 1 consists of additional work to comply with the Colorado Department of Public Health and Environment's (CDPHE's) change in work practices for open air abatement of hazardous materials. The cost of the additional work exceeds the threshold for administrative approval of a change order and a contract amendment will be required to award and complete the additional work.

This Resolution approves an amendment to increase the contract award amount previously awarded to Rockies Environmental and Demolition Services, Inc.

Docusign Envelope ID: 6D86F154-1749-44EE-B8E7-A48A34FD3397

FINANCIAL IMPLICATIONS:

Funding in the amount of $65,000.00 will be paid from Project Account CD2211, Abatement of Dangerous Buildings.

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. 24-053 Amendment No 1-Rockies Environmental-Abate and Demolish - 519 W 11th St
2. Resolution15782

Docusign Envelope ID: 6D86F154-1749-44EE-B8E7-A48A34FD3397

RESOLUTION NO. 16277

A RESOLUTION APPROVING CONTRACT AMENDMENT NO. 1 IN THE AMOUNT OF $65,000 TO ROCKIES ENVIRONMENTAL AND DEMOLITION SERVICES, INC., FOR PROJECT NO. 24-053, ABATE AND DEMOLISH - 519 W. 11TH STREET (CDBG), AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, a Construction Contract was awarded to Rockies Environmental and Demolition Services, Inc., under Contract Number 24-053; and

WHEREAS, additional work is requested for the purpose of additional work to comply with CDPHE's change in work practices for open air abatement of hazardous materials to complete the project; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Contract Amendment No. 1 to the Construction Contract for Abate and Demolish - 519 W. 11th St with Rockies Environmental and Demolition Services, Inc., Project No. 24-053, in the amount of $65,000.00, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved, and City Council authorizes the additional work contemplated by the Amendment.

SECTION 2.

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

SECTION 3.

Funds for Project 24-053 shall be from Project Account CD2211, Abatement of Dangerous Buildings.

SECTION 4.

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

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SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: March 23, 2026

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff
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PRESIDENT OF CITY COUNCIL

ATTESTED BY: Signed by: Vincent Petkosek
330F90D300E24F8...
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 24, 2026, by and between the City of Pueblo, a Colorado Municipal Corporation ("City") and Rockies Environmental and Demolition Services, Inc., a Colorado Corporation ("Contractor").

WHEREAS, City and Contractor entered into that certain construction contract dated October 30, 2024, for Project 24-053 (CD2211) Abate and Demolish-519 W. 11th Street (CDBG), 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 $165,000.00, which amount includes the original contract amount of $100,000.00 and the additional contract amount of $65,000.00 contemplated by the additional work to be performed under this Amendment. The time for completion of all work under the Construction Agreement including the additional work to be performed under this Amendment shall be increased by seven (7) days.

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.

ROCKIES ENVIRONMENTAL AND DEMOLITION SERVICES, INC.

By _____
Irwin Lopez, President

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 24-053 (CD2211) Abate and Demolish-519 W. 11th Street (CDBG)

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 work to comply with CDPHE's change in work practices for open air abatement of hazardous materials.	Lump Sum	$65,000.00

(Sixty-Five Thousand Dollars and 00/100----------($65,000.00)

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

ROCKIES ENVIRONMENTAL AND DEMOLITION SERVICES, INC.

By: _____
Irwen Lopez, President

Docusign Envelope ID: ECD5E34E-CC87-49FB-BF59-4EED42790744

City Clerk's Office Item # M6

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: October 15, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $100,000.00 TO ROCKIES ENVIRONMENTAL AND DEMOLITION SERVICES, FOR PROJECT NO. 24-053, ABATE AND DEMOLISH - 519 WEST 11TH STREET (CDBG), SETTING FORTH $12,500.00 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a Resolution awarding a Construction Contract to Rockies Environmental and Demolition Services, for Project No. 24-053, Abate and Demolish - 519 West 11th Street (CDBG).

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

In general, this project will consist of the abatement and demolition of 519 West 11th Street. The Resolution awards the Construction Contract to Rockies Environmental and Demolition Services.

FINANCIAL IMPLICATIONS:

Funding for the demolition, in the amount of $75,000.00 will be paid from Project Account CD2211 - Abatement of Dangerous Buildings.

Funding for the remainder of the demolition and contingencies, in the amount of $37,500.00 will be paid from Project Account CD1911, Demolition Program.

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BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will cancel the project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 24-053 Bid Summary

Docusign Envelope ID: ECD5E34E-CC87-49FB-BF59-4EED42790744

RESOLUTION NO. 15782

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $100,000.00 TO ROCKIES ENVIRONMENTAL AND DEMOLITION SERVICES, FOR PROJECT NO. 24-053, ABATE AND DEMOLISH - 519 WEST 11TH STREET (CDBG), SETTING FORTH $12,500.00 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, bids for Project No. 24-053 - Abate and Demolish - 519 West 11th Street (CDBG) have been received and examined; AND,

WHEREAS, the proposal of Rockies Environmental and Demolition Services, was the lowest of those bids determined to be responsive; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 24-053, Abate and Demolish - 519 West 11th Street (CDBG) to be performed, and the contract for said project is hereby awarded to Rockies Environmental and Demolition Services, in the amount of $100,000.00.

SECTION 2.

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

SECTION 3.

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

Contingencies and Additional Work…….$12,500.00

SECTION 4.

Funds for demolition for Project No. 24-053, in the amount of $75,000.00 shall be from Project Account CD2211 - Abatement of Dangerous Buildings.

SECTION 5.

Funds for the remaining demolition and contingencies for Project No. 24-053, in the amount of $37,500.00 shall be paid from project account CD1911 - Demolition Program.

SECTION 6.

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

SECTION 7.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: October 15, 2024

BY: Roger Gomez
MEMBER OF CITY COUNCIL

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

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

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Background Paper for Proposed Resolution

COUNCIL MEETING DATE: March 23, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Vince Petkosek, Deputy City Clerk

FROM: Beritt Odom, Director Planning and Community Development

SUBJECT: A RESOLUTION PRELIMINARILY DETERMINING THAT THE PETITION FOR THE ANNEXATION OF THE 24.311-ACRE AREA COMMONLY KNOWN AS THE W. 24TH STREET AND N. PUEBLO BOULEVARD ANNEXATION, IS VALID UNDER THE PROVISIONS OF COLORADO REVISED STATUTES SECTIONS 31-12-104(1)(A) AND 31-12-107(1), TABLING FINAL ACTION ON THE PETITION FOR A PERIOD OF NOT MORE THAN 180 DAYS, AND REFERRING THE PETITION TO THE PLANNING AND ZONING COMMISSION FOR REVIEW AND RECOMMENDATION

SUMMARY:

The City Clerk received an annexation petition for 24.311-acre area located northeast of the West 24th Street and Pueblo Boulevard (SH45) intersection. This Resolution determines the petition for annexation is valid under the provisions of Colorado Revised Statutes Sections 31-12-104(1)(a) and 31-12-107(1), tables final action on the petition for a period not more than 180 days and refers the petition to the Planning and Zoning Commission for review and recommendation.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

On February 19, 2026, the property owner submitted an annexation petition for the West 24th Street and Pueblo Boulevard (SH45) intersection Annexation totaling 24.311- acres. This Resolution preliminarily determines that the petition for annexation is valid under the provisions of the Colorado Revised Statutes Sections 31-12-104(1)(a) and 31-12-107(1). In accordance with the procedure established in the Pueblo Municipal Code, the final action on the petition is tabled for a period of not more than one hundred eighty

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(180) days and the petition is referred to the Planning and Zoning Commission for review and recommendation.

FINANCIAL IMPLICATIONS:

The filing of the annexation petition and the approval of the Resolution determining the property substantially complies with the provisions of Colorado Revised Statutes Sections 31-12-104(1)(a) and 31-12-107(1) and does not result in any direct financial impact to the City of Pueblo.

BOARD/COMMISSION RECOMMENDATION:

None at this point in the review process.

STAKEHOLDER PROCESS:

Copies of the Petition for Annexation will be sent via registered mail by the City Clerk to the Board of County Commissioners, County Attorney of Pueblo County and to any school district or special district having territory within the area to be annexed. Copies of an Annexation Impact Report will be filed with all taxing entities as required by Colorado Revised Statutes.

ALTERNATIVES:

None.

RECOMMENDATION:

The City Planning staff has reviewed the annexation petition for compliance with Sections 31-12-104(1)(a) and 31-12-107(1) of the Colorado Revised Statutes and recommends that City Council preliminarily finds that the petition is valid according to Colorado Revised Statutes.

ATTACHMENTS:

1. PETITI~1
2. PUEBLO ANNEXATION PLAT

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RESOLUTION NO. 16284

A RESOLUTION PRELIMINARILY DETERMINING THAT THE PETITION FOR THE ANNEXATION OF THE 24.311-ACRE AREA COMMONLY KNOWN AS THE W. 24TH STREET AND N. PUEBLO BOULEVARD ANNEXATION, IS VALID UNDER THE PROVISIONS OF COLORADO REVISED STATUTES SECTIONS 31-12-104(1)(A) AND 31-12-107(1), TABLING FINAL ACTION ON THE PETITION FOR A PERIOD OF NOT MORE THAN 180 DAYS, AND REFERRING THE PETITION TO THE PLANNING AND ZONING COMMISSION FOR REVIEW AND RECOMMENDATION

WHEREAS, a Petition for Annexation of the area described in Section 1 hereof has been filed with the City Clerk; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The Petition for Annexation ("Petition") of the following described area situated in Pueblo County, Colorado, is hereby found and determined to be in substantial compliance with the provisions of C.R.S. §31-12-104(1)(a) and §31-12-107(1):

AREA TO BE ANNEXED

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 22, THENCE N 00°32'41" W, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 690.08 FEET TO A POINT 690.00 FEET PERPENDICULAR DISTANCE NORTH OF THE SOUTH LINE OF SAID NORTHWEST QUARTER; THENCE N 88°35'21" E ALONG A LINE PARALLEL WITH AND 690.00 FEET PERPENDICULAR DISTANCE NORTH OF SAID SOUTH LINE, A DISTANCE OF 1,529.60 FEET; THENCE S 01°24'09" E, A DISTANCE OF 690.00 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTHWEST QUARTER AND THE NORTHWEST CORNER OF PARCEL "R", PIKES PEAK PARK, FILING NO. 1 PUEBLO COUNTY RECORDER RECEPTION NUMBER 2340508; THENCE S 88°35'21" W ALONG SAID SOUTH LINE A DISTANCE OF 1539.93 FEET TO THE POINT OF BEGINNING.
CONTAINS 24.311 ACRES, MORE OR LESS

PROPOSED NEW CITY LIMITS LINE

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 22, THENCE N 00°32'41" W, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 690.08 FEET TO A POINT 690.00 FEET PERPENDICULAR DISTANCE NORTH OF THE SOUTH LINE OF SAID NORTHWEST QUARTER; THENCE N 88°35'21" E ALONG A LINE PARALLEL WITH AND 690.00 FEET PERPENDICULAR DISTANCE NORTH OF SAID SOUTH LINE, A DISTANCE OF 1,529.60 FEET; THENCE S 01°24'09" E, A DISTANCE OF 690.00 FEET TO A POINT ON

Docusign Envelope ID: 6D86F154-1749-44EE-B8E7-A48A34FD3397

THE SOUTH LINE OF SAID NORTHWEST QUARTER AND THE NORTHWEST CORNER OF PARCEL “R”, PIKES PEAK PARK, FILING NO. 1 PUEBLO COUNTY RECORDER RECEPTION NUMBER 2340508.

CERTIFICATION OF PERIMETER

AT LEAST ONE-SIXTH OF THE BOUNDARY OF THE LAND DESCRIBED IN THE ANNEXATION ABOVE IN NOW EXISTING CITY LIMITS LINE. THE COMPLETE ANNEXATION IS WITHIN 3 MILES OF THE PRESENT CITY LIMITS.

SECTION 2.

Final action on the Petition is hereby tabled for a period of not more than one hundred eighty (180) days and the Petition is hereby referred to the Planning and Zoning Commission for review and recommendation.

SECTION 3.

Upon receipt of the recommendation of the Planning and Zoning Commission, the City Council, without undue delay, shall make a final determination by Resolution whether the petition substantially complies with the applicable requirements of Section 31-12-107(1), C.R.S. and establish the date, time and place the City Council will hold a public hearing to determine if the proposed annexation complies with sections 31-12-104 and 31-12-105, C.R.S. or such parts thereof as may be required to establish eligibility for annexation.

SECTION 4.

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

INTRODUCED: March 23, 2026

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

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

CITY OF PUEBLO
ANNEXATION INFORMATION SHEET

Attached is a blank Petition for Annexation to be completed and filed with the City Clerk of the City of Pueblo together with an original and twenty-four (24) prints of an annexation map and satisfactory evidence of the names and addresses of all the owners of land within the area proposed to be annexed. All petitioners must sign the Petition for Annexation within 180 days before the date of filing with the City Clerk. Prior to filing with the City Clerk all documents must be reviewed by the City's Director of Land Use.

TO BE COMPLETED BY PETITIONERS

Name of Annexation: Pueblo Annexation

Location and size in acres: Section 22, Township 20 South, Range 65, West of the 6th P.M., County of Pueblo, Colorado, 24.311 acres.
100 % of Owners _____; Less than 100% of owners _____
School District No. 60; Special District: _____

Annexation Agreement: The City requires the Petitioner to enter into an Annexation Agreement prior to the effective date of the annexation. Such Agreement shall constitute conditions of annexation as effectively as if set forth in the Petition For Annexation.

For Office Use Only: Date Reviewed by Director of Land Use _____
Date Petition Filed _____ Filing Fee $_____ Paid _____
Resolution Finding Substantial Compliance adopted _____,
Date of Public Hearing _____; Notice of Public Hearing Published: _____,
_____, _____, and _____.
Copy of published Notice and Petition For Annexation sent by Registered Mail on _____ to Pueblo County Board of County Commissioners, Pueblo County Attorney, School District _____, Southeastern Water Conservancy District, Pueblo Library District, Other _____ and special district _____.

Upon receipt of this Annexation Information Sheet, Petition For Annexation, 24 prints of the annexation map, and evidence of ownership, the City Clerk will forward copies of the Annexation Information Sheet and Petition for Annexation together with the evidence of ownership and 20 prints of the annexation map to the Director of Land Use and refer the Petition For Annexation to the City Council as a communication.

CITY OF PUEBLO
PETITION FOR ANNEXATION

TO THE CITY COUNCIL OF PUEBLO, COLORADO:

Pursuant to the Municipal Annexation Act of 1965 and C.R.S. §31-12-107(1) the undersigned landowners within the area proposed for annexation hereby petition the City Council of the City of Pueblo for annexation to the City of Pueblo (herein "City") of the following described unincorporated area located in the County of Pueblo, State of Colorado:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 22, THENCE N 00°32'41"W, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 690.08 FEET TO A POINT 690.00 FEET PERPENDICULAR DISTANCE NORTH OF THE SOUTH LINE OF SAID NORTHWEST QUARTER; THENCE N 88°35'21"E ALONG A LINE PARALLEL WITH AND 690.00 FEET PERPENDICULAR DISTANCE NORTH OF SAID SOUTH LINE, A DISTANCE OF 1,529.60 FEET; THENCE S 01°24'09" E, A DISTANCE OF 690.00 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTHWEST QUARTER AND THE NORTHWEST CORNER OF PARCEL "R", PIKES PEAK PARK, FILING NO. 1 PUEBLO COUNTY RECORDER RECEPTION NUMBER 2340508; THENCE S 88°35'21" W ALONG SAID SOUTH LINE A DISTANCE OF 1539.93 FEET TO THE POINT OF BEGINNING.

As ground for this annexation, Petitioners state:

1. It is desirable and necessary that the area herein described be annexed to the City.

2. Not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with existing boundaries of the City.

3. This petition for annexation has been signed by persons comprising more that fifty percent (50%) of the landowners in the area proposed to be annexed and owning more than fifty percent (50%) of the area, excluding public street, alleys, and any land owned by the City.

4. A community of interest exists between the area proposed to be annexed and the City.

5. The area proposed to be annexed is urban or will be urbanized in the near future.

6. The area proposed to be annexed is integrated with or is capable of being integrated with the City.

7. No land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate:

(a) is divided into separate parts or parcels without the written consent of the landowners thereof, unless such tracts or parcels are separated by a dedicated street, road or other public way; or,

(b) comprises twenty (20) acres or more and which, together with the buildings and improvements situated thereon has an assessed value in excess of $200,000.00 for ad valorem tax purposes for the year preceding the annexation, is included within the territory proposed to be annexed without the written consent of the landowner or landowners.

8. The mailing address of each signer, the legal description of the land owned by each landowner and the date of signing of each signature are shown on this petition.

9. Attached to this petition is the affidavit of the circulator of this petition that each signature hereon is the signature of the person whose name it purports to be.

10. Accompanying this petition are an original and twenty-four (24) prints of an annexation map containing the following information:

(a) A written legal description of the boundaries of the area proposed to be annexed;

(b) A map showing the boundary of the area proposed to be annexed. (Such map shall be prepared by and contain the seal of a Colorado registered engineer or land surveyor);

(c) Within the annexation boundary map there is shown the location of each ownership tract in unplatted land and, if part or all of the area is platted, the boundaries and the plat numbers of plots or of lots and blocks;

(d) Next to the boundary of the area proposed to be annexed, a drawing of the contiguous boundary of the City and the area proposed to be annexed with the dimension of such boundary.

11. The area proposed to be annexed is not presently a part of any incorporated city or town.

12. No part of the area proposed to be annexed is more than three miles in any direction from any point of the boundaries of the City as such was established more than one year before this annexation will take place.

13. As condition of and in consideration of the City annexing the area proposed to be annexed, Petitioners, for themselves and their heirs, personal representatives, successors and assigns:

(a) Waive and release all previously acquired or existing vested property rights attached to or established with respect to the area proposed to be annexed and acknowledge and agree that the annexation of the area proposed to be annexed is

not a site specific development plan and no vested property right shall attach to or be established with respect to the area proposed to be annexed.

(b) Acknowledge and agree that upon the annexation of the area proposed to be annexed and, subject to the provisions of the Annexation Agreement, the area shall become subject to the Charter, ordinances, resolutions, rules and regulations of the City, but that the City shall have no obligation to furnish or extend municipal services; including, but not limited to sanitary sewer services, to the area proposed to be annexed.

(c) "Vested property right" and "site specific development plan" shall have the same meaning as set forth in Chapter 12 of Title XVII of the 1971 Code of Ordinances of the City and Article 60, Title 24, C.R.S.

14. Petitioners consent and agree to the following conditions:

(a) Petitioners and the City shall enter into an Annexation Agreement prior to the effective date of this annexation.

(b)

(c)

(d)

(e)

WHEREFORE, Petitioners request that the City Council of Pueblo approve the annexation of the above described area to the City of Pueblo (all Petitioners must sign this Petition within 180 days prior to the date of filing with the City Clerk.

SIGNATURE	MAILING ADDRESS	LEGAL DESCRIPTION	DATE OF SIGNING
	1 Judy's Dream Lane Pueblo, CO 81005	As desc page 2	2/9/2026 ~~1/9/2026~~

CIRCULATOR'S OATH

STATE OF COLORADO)
) ss.
COUNTY OF PUEBLO)

The undersigned of lawful age being first duly sworn upon oath deposes and states that I circulated the foregoing Petition For Annexation and that each signature therein is the signature of the person whose name it purports to be.

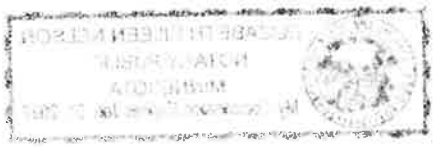
Scott M. Klopfer
Circulator's Signature

Subscribed and affirmed, or sworn to, before me in the County of Hennepin, State of MN, this 17 day of February, 2026 By Scott M. Klopfer.

Witness my hand and official seal.
My commission expires: January 31, 2027.

ELIZABETH EILEEN NELSON
NOTARY PUBLIC
MINNESOTA
My Commission Expires Jan. 31, 2027

Notary Public (or official title)



CONSENT OF LANDOWNER SUBMITTED PURSUANT TO
§31-12-105(1)(A), C.R.S., WITH RESPECT TO ANNEXATION OF PROPERTY
CASE NO. _____

THIS CONSENT OF LANDOWNER is executed by and on behalf of Pueblo Masterplan Communities LLC, a Colorado limited liability company ("Landowner") and submitted to the City of Pueblo ("City") on this 13 day of November, 2025. Landowner is the owner of the following described land located in the County of Pueblo, State of Colorado:

(the "Parcel").

Landowner has petitioned the City for annexation of a portion of the Parcel. The legal description of the portion of the Parcel petitioned for annexation is as follows:

("Proposed Annexation Area")

Landowner acknowledges that the Proposed Annexation Area shall result in a division of the Parcel into separate parts or parcels. Landowner further acknowledges that §31-12-105(1)(A), C.R.S., requires Landowner's written consent to such division of the Parcel for the annexation. In satisfaction of such requirement, Landowner hereby consents to such division of the Parcel for the annexation. Landowner stipulates, acknowledges and agrees that this consent may not be withdrawn before final action on the proposed annexation.

IN WITNESS WHEREOF, the Landowner has executed this Consent of Landowner as of the date first set forth above.

LANDOWNER
Pueblo Masterplan Communities LLC, a Colorado
Limited Liability Company

By: Denise Szewczynski
Name Denise Szewczynski
Title: Partner

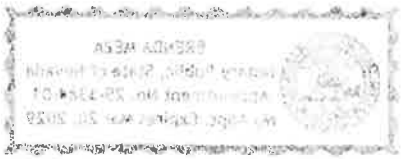
STATE OF Nevada)
) ss.
COUNTY OF Clark)

The foregoing instrument was acknowledged before me this 11/13/2025 (date) by Denise Szewczynski (name of manager(s) or member(s)) as manager(s) or

member(s) of Pueblo Masterplan Communities LLC, a Colorado Limited Liability Company.

.My commission expires: Mar 20, 2029

(SEAL)
Notary Public (or official title)



PROPERTY DESCRIPTION EXHIBIT FOR CONSENT OF LANDOWNER

PARCEL:

522000055

PROPOSED ANNEXATION AREA:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 22, THENCE N 00°32'41"W, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 690.08 FEET TO A POINT 690.00 FEET PERPENDICULAR DISTANCE NORTH OF THE SOUTH LINE OF SAID NORTHWEST QUARTER; THENCE N 88°35'21"E ALONG A LINE PARALLEL WITH AND 690.00 FEET PERPENDICULAR DISTANCE NORTH OF SAID SOUTH LINE, A DISTANCE OF 1,529.60 FEET; THENCE S 01°24'09" E, A DISTANCE OF 690.00 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTHWEST QUARTER AND THE NORTHWEST CORNER OF PARCEL "R", PIKES PEAK PARK, FILING NO. 1 PUEBLO COUNTY RECORDER RECEPTION NUMBER 2340508; THENCE S 88°35'21" W ALONG SAID SOUTH LINE A DISTANCE OF 1539.93 FEET TO THE POINT OF BEGINNING.

STATEMENT OF AUTHORITY

Pursuant to C.R.S. §38-30-172, the undersigned hereby executes this Statement of Authority on behalf of Pueblo Masterplan Communities, LLC,

a, Colorado Limited Liability Company, an entity other than an individual, capable of holding title to real property (the "Entity"), and states as follows:

The name of the Entity is a Colorado Limited Liability Company

(state type of entity and state, country, or other governmental authority under whose laws such entity is formed)

The mailing address for the Entity is 1 Judy's Dream Lane, Pueblo, Coorado 81005

The name or position of the person authorized to execute instruments conveying, encumbering, or other affecting title to real property on behalf of the Entity is: Denise Szewczynski, Member.

The limitations upon the authority of the person named above or holding the position described above to bind the Entity are as follows:

none.

(if no limitations, insert "None")

Other matters concerning the manner in which the Entity deals with any interest in real property are:

(if no other matters, leave this section blank)

EXECUTED this 24th day of January, 2026.

Signature: Denise Szewczynski

Name (typed or printed: Denise Szewczynski

Title (if any): Member

STATE OF Nevada)
COUNTY OF Clark)

The foregoing instrument was acknowledged before me this 24th day of January, 2026 by Denise Szewczynski, Member, on behalf of Pueblo Masterplan Communities, a Colorado Limited Liability Company.

Witness my hand and official seal.

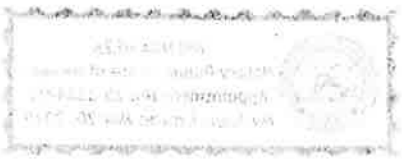
My commission expires: March 20, 2029

[SEAL]

BRENDA MEZA
Notary Public, State of Nevada
Appointment No. 25-3384-01
My Appt. Expires Mar 20, 2029

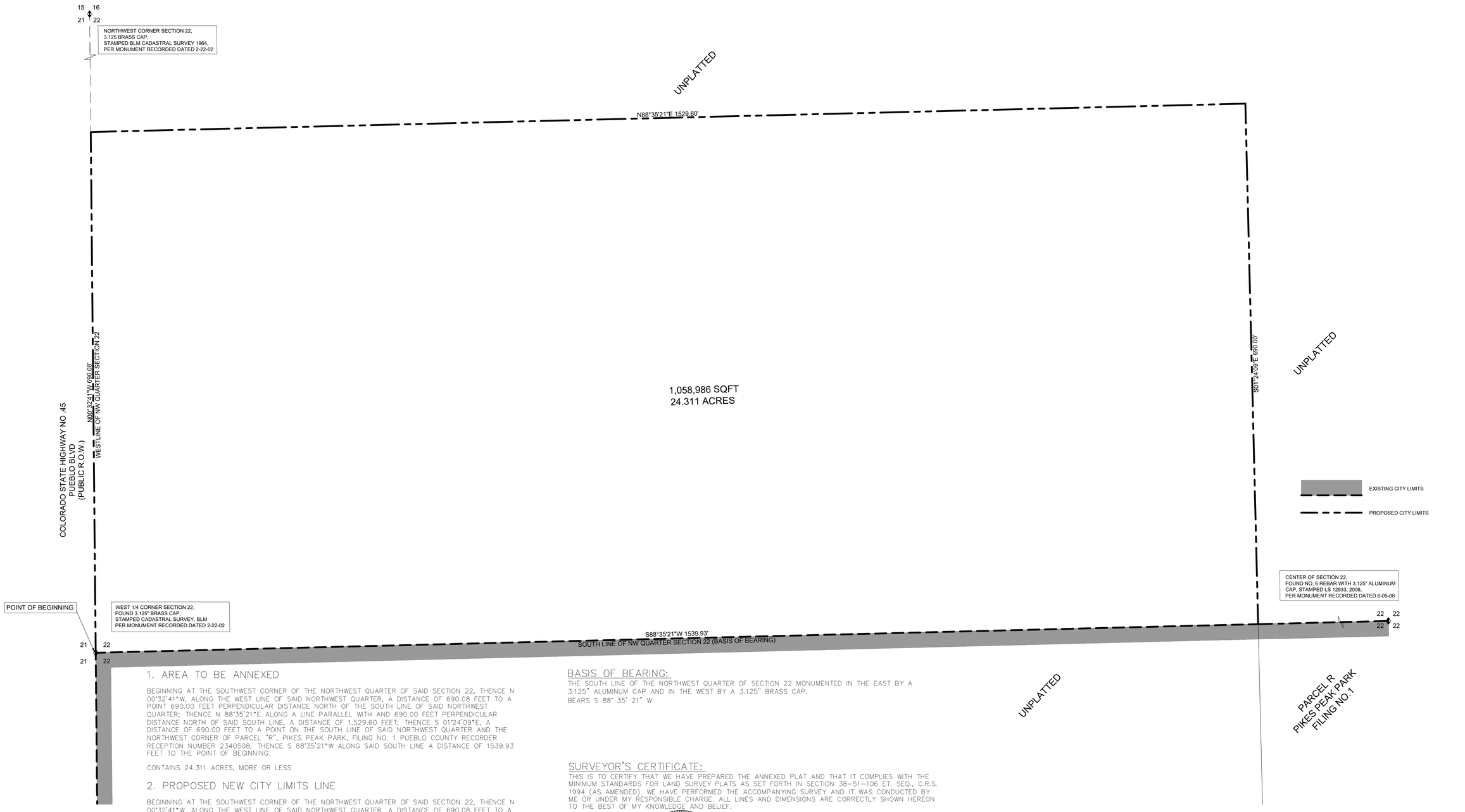
Notary Public

DPW 116
02/07/02



PUEBLO ANNEXATION

LOCATED IN THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 20 SOUTH,
RANGE 65 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF PUEBLO, STATE OF COLORADO



1. AREA TO BE ANNEXED

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 22, THENCE N 00°32'41"W, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 690.08 FEET TO A POINT 690.00 FEET PERPENDICULAR DISTANCE NORTH OF THE SOUTH LINE OF SAID NORTHWEST QUARTER; THENCE N 88°35'21"E ALONG A LINE PARALLEL WITH AND 690.00 FEET PERPENDICULAR DISTANCE NORTH OF SAID SOUTH LINE, A DISTANCE OF 1,529.60 FEET; THENCE S 01°24'09"E, A DISTANCE OF 690.00 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTHWEST QUARTER AND THE NORTHWEST CORNER OF PARCEL "R", PIKES PEAK PARK, FILING NO. 1 PUEBLO COUNTY RECORDER RECEPTION NUMBER 2340508; THENCE S 88°35'21"W ALONG SAID SOUTH LINE A DISTANCE OF 1539.93 FEET TO THE POINT OF BEGINNING.

CONTAINS 24.311 ACRES, MORE OR LESS

2. PROPOSED NEW CITY LIMITS LINE

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 22, THENCE N 00°32'41"W, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 690.08 FEET TO A POINT 690.00 FEET PERPENDICULAR DISTANCE NORTH OF THE SOUTH LINE OF SAID NORTHWEST QUARTER; THENCE N 88°35'21"E ALONG A LINE PARALLEL WITH AND 690.00 FEET PERPENDICULAR DISTANCE NORTH OF SAID SOUTH LINE, A DISTANCE OF 1,529.60 FEET; THENCE S 01°24'09"E, A DISTANCE OF 690.00 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTHWEST QUARTER AND THE NORTHWEST CORNER OF PARCEL "R", PIKES PEAK PARK, FILING NO. 1 PUEBLO COUNTY RECORDER RECEPTION NUMBER 2340508.

3. CERTIFICATION OF PERIMETER:

AT LEAST ONE-SIXTH OF THE BOUNDARY OF THE LAND DESCRIBED IN THE ANNEXATION ABOVE IN NOW EXISTING CITY LIMITS LINE. THE COMPLETE ANNEXATION IS WITHIN 3 MILES OF THE PRESENT CITY LIMITS.

BASIS OF BEARING:

THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 22 MONUMENTED IN THE EAST BY A 3.125" ALUMINUM CAP AND IN THE WEST BY A 3.125" BRASS CAP.
BEARS S 88° 35' 21" W

SURVEYOR'S CERTIFICATE:

THIS IS TO CERTIFY THAT WE HAVE PREPARED THE ANNEXED PLAT AND THAT IT COMPLIES WITH THE MINIMUM STANDARDS FOR LAND SURVEY PLATS AS SET FORTH IN SECTION 38-51-106 ET. SEQ., C.R.S. 1994 (AS AMENDED). WE HAVE PERFORMED THE ACCOMPANYING SURVEY AND IT WAS CONDUCTED BY ME OR UNDER MY RESPONSIBLE CHARGE. ALL LINES AND DIMENSIONS ARE CORRECTLY SHOWN HEREON TO THE BEST OF MY KNOWLEDGE AND BELIEF.

COLORADO LICENSED
MICHAEL J. LINDQUIST
38666
PROFESSIONAL LAND SURVEYOR
12-17-2025

MICHAEL J. LINDQUIST, P.L.S. 38666
990 S. BROADWAY, SUITE 220
DENVER, CO 80209

60 0 60
SCALE: 1" = 60'
(US SURVEY FEET)

ALL SEALS FOR THIS DOCUMENT ARE APPLIED TO THE COVER PAGE					
NO.	REVISION-DESCRIPTION	BY	DATE	CHK'D	APP'D

SHT. NO:	1 OF 1
SCALE:	1"=60'
DWN. BY: CDW	DATE: 12-15-2025
CHK. BY:	
PROJ. MGR: MJL	12-15-2025
CLIENT APP:	

WILSON &COMPANY
990 South Broadway Suite 220
Denver, CO 80209
Phone: 303-297-2976
Fax: 303-297-2693

JOB NO. 25-001-153

PUEBLO ANNEXATION
CITY OF PUEBLO
COUNTY OF PUEBLO
STATE OF COLORADO

W:\Projects\2025\25003 - Dos\Active\Survey\Drawings\25-001-153 annex.dwg, Plotted on: Dec 17, 2025 - 9:29am, By: MJLindquist

Docusign Envelope ID: 6D86F154-1749-44EE-B8E7-A48A34FD3397

City Clerk's Office Item # M5

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: March 23, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Vince Petkosek, Deputy City Clerk

FROM: Alyssa Parga, Executive Assistant to the Mayor

SUBJECT: A RESOLUTION RATIFYING THE JOINT APPOINTMENT OF DR. ROBERT BARR TO THE FOUNTAIN CREEK WATERSHED DISTRICT GOVERNING BOARD AS AN ALTERNATE MEMBER

SUMMARY:

This resolution ratifies the joint appointment of members to serve on the Fountain Creek Watershed District Governing Board.

PREVIOUS COUNCIL ACTION:

Joint City-County appointments to the Fountain Creek Watershed District (FCWD) Governing Board are made on an annual basis selecting individuals to serve expiring or vacant terms. Resolutions to ratify the joint appointments are passed by each entity.

BACKGROUND:

The City and County have always appointed a joint member to this governing board. However, the FCWD has requested that the City and County exercise their right to also appoint an *alternate* member to serve a two-year term as a citizen-at-large. This is the initial appointment of this alternate position. The initial term will be staggered so that alternates do not expire the same year as the primary.

FINANCIAL IMPLICATIONS:

This is a volunteer board and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

The Board recommends approval of the Resolution.

Docusign Envelope ID: 6D86F154-1749-44EE-B8E7-A48A34FD3397

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

City Council in agreement with the County Commissioners could remove the Resolution from the Agenda and reevaluate the applications or request that the recruitment process be extended in order to receive additional applications for consideration.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

Docusign Envelope ID: 6D86F154-1749-44EE-B8E7-A48A34FD3397

RESOLUTION NO. 16278

A RESOLUTION RATIFYING THE JOINT APPOINTMENT OF DR. ROBERT BARR TO THE FOUNTAIN CREEK WATERSHED DISTRICT GOVERNING BOARD AS AN ALTERNATE MEMBER

WHEREAS, the Board of County Commissioners have duly convened and appointed Dr. Robert Barr to complete a two-year term as an alternate member in the citizen-at-large position on the Fountain Creek Watershed District Governing Board expiring on January 31, 2027; it is now the desire of the Pueblo City Council to ratify said appointment; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The joint appointment of Dr. Robert Barr to the Fountain Creek Watershed District Governing Board to complete a two-year term expiring January 31, 2027 in the alternate citizen-at-large position shall be and hereby is ratified.

SECTION 2.

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

SECTION 3.

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

INTRODUCED: March 23, 2026

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

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

RESOLUTION NO. 26-071

THE BOARD OF COUNTY COMMISSIONERS
OF PUEBLO COUNTY, COLORADO

APPOINTING AN ALTERNATE MEMBER TO THE BOARD OF DIRECTORS OF THE FOUNTAIN CREEK WATERSHED, FLOOD CONTROL AND GREENWAY DISTRICT

WHEREAS, pursuant to C.R.S. § 32-11.5-203, the Fountain Creek Watershed, Flood Control and Greenway District shall be governed by a Board of Directors that consists of nine (9) Directors; and

WHEREAS, one (1) Director is appointed jointly by the Pueblo City Council and the Pueblo County Board of County Commissioners who is a citizen at large and resides in Pueblo County; and

WHEREAS, there will be an upcoming vacancy for an alternate member, and one (1) application was received, this Board desires to jointly appoint, in conjunction with the Pueblo City Council, Robert Barr as an alternate member to the Board of Directors of the Fountain Creek Watershed, Flood Control and Greenway District who is a citizen at large and resides in Pueblo County, for a term expiring January 31, 2027.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pueblo County, Colorado, that Robert Barr is hereby jointly appointed as an alternate member to the Board of Directors of the Fountain Creek Watershed, Flood Control and Greenway District for one (1) year term expiring on January 31, 2027, pursuant to C.R.S. § 32-11.5-203.

PASSED AND ADOPTED this 5th of March 2026, in Pueblo County, Colorado.

THE BOARD OF COUNTY COMMISSIONERS
OF PUEBLO COUNTY, COLORADO

By: _____
Zach Swearingen, Chair

ATTEST:

By: Candace Rivera
Candace Rivera, County Clerk

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Docusign Envelope ID: 6D86F154-1749-44EE-B8E7-A48A34FD3397

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: March 23, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Vince Petkosek, Deputy City Clerk

FROM: Alyssa Parga, Executive Assistant to the Mayor

SUBJECT: A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF ROBERT HUDGENS, FRANK NEMICK, AND BILL HICKMAN TO SERVE A THREE-YEAR TERM EXPIRING APRIL 1, 2029, ON THE FIRE BOARD OF APPEALS

SUMMARY:

This resolution confirms the appointment by the Mayor of members to serve a three-year term expiring April 1, 2029, on the Fire Board of Appeals.

PREVIOUS COUNCIL ACTION:

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

BACKGROUND:

Due to the term expirations of Robert Hudgens, Shawn Shelton, and Frank Nemick, there are three positions available to serve a three-year term expiring April 1, 2029 on the Fire Board of Appeals.

FINANCIAL IMPLICATIONS:

This is a volunteer committee and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

Docusign Envelope ID: 6D86F154-1749-44EE-B8E7-A48A34FD3397

ALTERNATIVES:

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

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

Docusign Envelope ID: 6D86F154-1749-44EE-B8E7-A48A34FD3397

RESOLUTION NO. 16279

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF ROBERT HUDGENS, FRANK NEMICK, AND BILL HICKMAN TO SERVE A THREE-YEAR TERM EXPIRING APRIL 1, 2029, ON THE FIRE BOARD OF APPEALS

WHEREAS, Mayor Heather Graham has requested confirmation by the City Council of her appointment of Robert Hudgens, Frank Nemick, and Bill Hickman to the Fire Board of Appeals; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment by the Mayor of Robert Hudgens, Frank Nemick, and Bill Hickman to the Fire Board of Appeals to serve a three-year term expiring April 1, 2029 shall be and is hereby confirmed by the City Council.

SECTION 2.

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

SECTION 3.

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

INTRODUCED: March 23, 2026

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

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

Docusign Envelope ID: 6D86F154-1749-44EE-B8E7-A48A34FD3397

City Clerk's Office Item # M7

Background Paper for Proposed Action Item

COUNCIL MEETING DATE: March 23, 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: A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF RAE CARNIVALE TO COMPLETE A FOUR-YEAR TERM EXPIRING AUGUST 30, 2027, ON THE ADA ADVISORY COMMITTEE

SUMMARY:

This Resolution confirms the appointment by the Mayor of Rae Carnivale to complete a four-year term expiring on August 30, 2027 on the ADA Advisory Committee.

PREVIOUS COUNCIL ACTION:

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

BACKGROUND:

Since the committee is composed of *up to* 15 members, there are positions available to serve a four-year term expiring August 30, 2026 or August 30, 2027 on the ADA Advisory Committee.

FINANCIAL IMPLICATIONS:

This is a volunteer committee and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

Docusign Envelope ID: 6D86F154-1749-44EE-B8E7-A48A34FD3397

ALTERNATIVES:

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

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

Docusign Envelope ID: 6D86F154-1749-44EE-B8E7-A48A34FD3397

RESOLUTION NO. 16280

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF RAE CARNIVALE TO COMPLETE A FOUR-YEAR TERM EXPIRING AUGUST 30, 2027, ON THE ADA ADVISORY COMMITTEE

WHEREAS, Mayor Heather Graham has requested confirmation by the City Council of her appointment of Rae Carnivale to the Pueblo ADA Advisory Committee; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment by the Mayor of Rae Carnivale to the ADA Advisory Committee to complete a four-year term expiring August 30, 2027 shall be and is hereby confirmed by the City Council.

SECTION 2.

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

SECTION 3.

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

INTRODUCED: March 23, 2026

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

ATTESTED BY: Signed by: Vincent Petkosek 330E90D300E2AF8...
DEPUTY CITY CLERK

Docusign Envelope ID: 6D86F154-1749-44EE-B8E7-A48A34FD3397

City Clerk's Office Item # M8

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: March 23, 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 AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-25-41) TO STOK'D PIZZA, LLC, FOR THE PURPOSE OF ALLOWING A GATE WHICH SLIGHTLY OVERHANGS THE PUBLIC SIDEWALK BY APPROXIMATELY 4-INCHES BUT IS ANCHORED ENTIRELY ON PRIVATE PROPERTY ALONG THE UNION AVENUE PUBLIC SIDEWALK DIRECTLY IN FRONT OF THE RESTAURANT PROPERTY AT 671 UNION AVENUE. THE AUTHORIZED IMPROVEMENTS TO BE INSTALLED WITHIN THE PERMITTED AREA UNTIL TERMINATION OR REVOCATION OF THIS REVOCABLE PERMIT.

SUMMARY:

Attached is a Revocable Permit (REV 25-41) for issuance to Westley Latka of Stoke Pizza.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND:

Stok'd Pizza, LLC, has submitted a Revocable Permit (REV-25-41) for the purpose of allowing a gate which slightly overhangs the public sidewalk by approximately 4-inches but is anchored entirely on private property along the Union Avenue public sidewalk directly in front of the restaurant property at 671 Union Avenue. The authorized improvements to be installed within the permitted area until termination or revocation of this revocable permit.

Docusign Envelope ID: 6D86F154-1749-44EE-B8E7-A48A34FD3397

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The Revocable Permit Review Committee recommends approval.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Failure to approve the Resolution will prevent the applicant from installing the authorized improvements.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. REV-25-41 Revocable

Docusign Envelope ID: 6D86F154-1749-44EE-B8E7-A48A34FD3397

RESOLUTION NO. 16281

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-25-41) TO STOK'D PIZZA, LLC, FOR THE PURPOSE OF ALLOWING A GATE WHICH SLIGHTLY OVERHANGS THE PUBLIC SIDEWALK BY APPROXIMATELY 4-INCHES BUT IS ANCHORED ENTIRELY ON PRIVATE PROPERTY ALONG THE UNION AVENUE PUBLIC SIDEWALK DIRECTLY IN FRONT OF THE RESTAURANT PROPERTY AT 671 UNION AVENUE. THE AUTHORIZED IMPROVEMENTS TO BE INSTALLED WITHIN THE PERMITTED AREA UNTIL TERMINATION OR REVOCATION OF THIS REVOCABLE PERMIT.

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The attached Revocable Permit (REV-25-41) to be issued to Stok'd Pizza, LLC, for the purpose of allowing a gate which slightly overhangs the public sidewalk by approximately 4-inches but is anchored entirely on private property along the Union Avenue public sidewalk directly in front of the restaurant property at 671 Union Avenue. The authorized improvements to be installed within the permitted area until termination or revocation of this revocable permit.

SECTION 2.

The use of the public right-of-way granted hereby is subject to all limitations, terms, and conditions set forth in the attached Revocable Permit.

SECTION 3.

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

Docusign Envelope ID: 6D86F154-1749-44EE-B8E7-A48A34FD3397

SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: March 23, 2026

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

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

REVOCABLE PERMIT

(Existing Structure)

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

1. Name, Address and Telephone Number of Permittee: **Stoke Pizza 124 Midway Avenue/ 671 S. Union Ave 719-369-5757 540 Dittmer Ave Pueblo CO 81005**
2. Permitted Area: **The requested area is located along the Union Avenue public sidewalk directly in front of the restaurant property at 671 Union Avenue. The gate slightly overhangs the public sidewalk by approximately 4 inches but is anchored entirely on private property.**

3. Purpose of Revocable Permit: **Allow the Authorized Structure to be within the Permitted Area until termination or revocation of this Revocable Permit.**
4. Authorized Structure: **Steel gate**
5. Commencement Date: **April 22, 2025**
6. Ending Date: **Indefinite**

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

(a) The Permitted Area shall be used for the above-specified Purpose of Revocable Permit. In no event shall the Authorized Structure be enlarged or otherwise expanded beyond its current size or location.

(b) The Authorized Structure shall be maintained by Permittee in compliance with all applicable codes, ordinances, rules and regulations of City and this Permit.

(c) If the Revocable Permit is issued for a sidewalk café, the Permittee and sidewalk café shall be subject to all the provisions, conditions and requirements contained in section 9-10-84 of the Pueblo Municipal Code, or as same may be amended, which are incorporated herein by reference. In addition, the Authorized Structure shall not be tied-down or chained to any tree within or adjacent to the Permitted Area nor shall the Authorized Structure hinder or interfere with the opening of motor vehicle doors or passenger movement to and from motor vehicles parked adjacent to or near the Permitted Area.

(d) Before the Time of the Ending Date, or immediately upon any other termination of this Permit, Permittee shall, at Permittee's expense, remove the Authorized Structure from the Permitted Area, repair any damage caused by such removal and restore the Permitted Area to a condition compliant with all existing laws. Failure to timely remove the Authorized Structure from the Permitted Area, repair any damage caused by such removal and restore the Permitted Area to a condition compliant with all existing laws shall constitute Permittee's abandonment of the Authorized Structure, and the City may, at Permittee's expense, remove the Authorized Structure from the Permitted Area, repair any damage caused by such removal and restore the Permitted Area to a condition compliant with all existing laws. Permittee agrees to pay all City’s costs and expenses, including reasonable attorney fees, incurred in the enforcement of this Permit.

(e) Permittee shall keep the Authorized Structure and Permitted Area in good, clean and safe condition and repair, free from litter, waste and debris.

(f) Permittee shall indemnify, defend and hold City, its officers, agents and employees harmless from and against any and all suits, claims, liabilities, loss, damages and expenses, including reasonable attorney fees and cost of defense, arising, directly or indirectly, from or caused by the issuance of this Permit or the conditions hereof, or the existence, repair or maintenance of the Authorized Structure in the Permitted Area, or the use of the Permitted Area or Authorized Structure by Permittee, its officers, agents, employees, invitees or general public.

(g) Neither this Permit nor any of the privileges granted to Permittee hereby, may be conveyed, assigned, transferred or sublet by Permittee without the prior written consent of the City Council of City. Any attempted conveyance, assignment, transfer or subletting of the Permit or Permitted Area without the written consent of the City Council of Pueblo shall be void and of no effect and shall cause this Permit to be automatically revoked.

(h) Permittee shall keep and maintain commercial general liability insurance covering the Permitted Area and the Authorized Structure in amounts not less than $1,000,000.00 combined single limits per occurrence and aggregate, naming the City as an additional insured and contain a waiver of rights of subrogation against City. A certificate for such insurance CA – 4/6/10 and each renewal thereof shall be delivered to the City. Failure to maintain such insurance shall cause this Permit to be automatically revoked.

(i) Trees, landscaping and shrubbery within or adjacent to the Permitted Area shall be protected from damage or injury by Permittee and shall not be removed except after receipt by the Permittee of the written consent of the City's Director of Parks and Recreation.

(j) Any notice or other document required or permitted herein shall be in writing and delivered personally or by first class mail, postage prepaid, as follows:

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

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

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

(l) This Permit shall terminate upon the occurrence of any one of the following events: (i) the Time of the Ending Date, (ii) abandonment or non-use by Permittee for a period of three (3) consecutive months, (iii) surrender or cancellation of the Permit in writing by Permittee, (iv) automatic revocation as provided in paragraphs (g) and (h) above; or (v) revocation or termination of this Permit by resolution of the City Council of City.

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

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

PERMITTEE:

Organization or Individual: _____

By: _____

Title: _____

STATE OF COLORADO)

COUNTY OF PUEBLO) SS..

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

My commission expires: _____.

_____

Notary Public

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

By _____

Heather Graham, Mayor

Docusign Envelope ID: 6D86F154-1749-44EE-B8E7-A48A34FD3397

City Clerk's Office Item # M9

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: March 23, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Vince Petkosek, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-26-1) TO STEEL CITY MUSIC SHOWCASE FOR THE USE OF "C" STREET BETWEEN UNION AVENUE AND THE ALLEY BETWEEN UNION AVENUE AND MAIN STREET AND A PORTION OF NEON ALLEY BETWEEN "B" STREET AND "C" STREET TO HOST A MUSIC FESTIVAL EVENT ON FRIDAY, APRIL 10, 2026, AT 9:00 A.M. THROUGH SUNDAY, APRIL 12, 2026, AT 12:00 P.M.

SUMMARY:

Attached is a revocable permit to be issued to Steel City Music Showcase

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Steel City Music Showcase has submitted a Revocable Permit application (REV-26-1) requesting the use of “C" Street between Union Avenue and the alley between Union Avenue and Main Street and a portion of Neon Alley between "B" Street and "C" Street to host a music festival event on Friday, April 10, 2026, at 9:00 a.m. through Sunday, April 12, 2026, at 12:00 p.m.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The Revocable Permit Review Committee recommends approval.

Docusign Envelope ID: 6D86F154-1749-44EE-B8E7-A48A34FD3397

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Failure to approve the Resolution will prevent the applicant from hosting their music festival

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. NOTARIZED REVOCABLE PERMIT - 26-1

Docusign Envelope ID: 6D86F154-1749-44EE-B8E7-A48A34FD3397

RESOLUTION NO. 16282

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-26-1) TO STEEL CITY MUSIC SHOWCASE FOR THE USE OF "C" STREET BETWEEN UNION AVENUE AND THE ALLEY BETWEEN UNION AVENUE AND MAIN STREET AND A PORTION OF NEON ALLEY BETWEEN "B" STREET AND "C" STREET TO HOST A MUSIC FESTIVAL EVENT ON FRIDAY, APRIL 10, 2026, AT 9:00 A.M. THROUGH SUNDAY, APRIL 12, 2026, AT 12:00 P.M.

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The attached Revocable Permit (REV-26-1) to Steel City Music Showcase for the use of "C" Street between Union Avenue and the alley between Union Avenue and Main Street and a portion of Neon Alley between "B" Street and "C" Street to host a music festival event on Friday, April 10, 2026, at 9:00 a.m. through Sunday, April 12, 2026, at 12:00 p.m.

SECTION 2.

The use of the public right-of-way granted hereby is subject to all limitations, terms, and conditions set forth in the attached Revocable Permit (REV-26-1).

SECTION 3.

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

SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: March 23, 2026

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

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

26-1

REVOCABLE PERMIT

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

1. Name, Address and Telephone Number of Permittee: **Steel City Music Showcase 400 S. Union Ave. Pueblo, CO 81003 720-480-4592 1 City Hall Place. Pueblo, CO 81003 and Others**
2. Permitted Area: **"C" Street between Union Ave. and the alley between Union Ave. and Main St., and a portion of Neon Alley between "B" Street and "C" Street.**
3. Purpose of Revocable Permit: **Closure of the permitted area to host a music festival event.**
4. Commencement Date: **April 10, 2026** Time: **9AM**
5. Ending Date: **April 12, 2026** Time: **12 PM**

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

(a) The Permitted Area shall be used for the above-specified Purpose of Revocable Permit. No use of the Permitted Area shall be made before the time of the Commencement Date.

(b) All structures, fences, tables, chairs, equipment or other improvements authorized to be placed in the Permitted Area by Permittee (the "Improvements") shall be constructed, installed, and maintained by Permittee in compliance with all applicable codes, ordinances, rules and regulations of City and this Permit.

(c) If the Revocable Permit is issued for a sidewalk café, the Permittee and sidewalk café shall be subject to all the provisions, conditions and requirements contained in section 9-10-84 of the Pueblo Municipal Code, or as same may be amended, which are incorporated herein by reference. In addition, no Improvement shall be tied-down or chained to any tree within or adjacent to the Permitted Area nor shall any Improvement be installed or located in such a manner as to hinder or interfere with the opening of motor vehicle doors or passenger movement to and from motor vehicles parked adjacent to or near the Permitted Area.

(d) If this Permit is issued for the use of the public right-of-way for a special event, Permittee shall deposit with the City the sum of $500.00 ("Deposit"). The Deposit will be forfeited to the City if Permittee does not remove all Permittee's equipment and property from, and clean and restore the Permitted Area to its original condition before the Time of the Ending Date. If so timely removed and cleaned, the Deposit will be returned to Permittee.

(e) Before the Time of the Ending Date, or immediately upon any other termination of this Permit, Permittee shall, at Permittee's expense, remove all of Permittee's Improvements from the Permitted Area and clean and restore the Permitted Area to its original condition. Failure to timely remove all of Permittee's Improvements from the Permitted Area and clean and restore the Permitted Area to its original condition shall constitute Permittee's abandonment of the Permittee's Improvements, and City may, at Permittee's expense, remove and dispose of Permittee's Improvements and clean and restore the Permitted Area to its original condition. Permittee agrees to pay all City's costs and expenses, including reasonable attorney fees, incurred in the enforcement of this Permit.

(f) Permittee shall keep all Improvements and Permitted Area in good, clean and safe condition and repair, free from litter, waste and debris.

(g) Permittee shall indemnify, defend and hold City, its officers, agents and employees harmless from and against any and all suits, claims, liabilities, loss, damages and expenses, including reasonable attorney fees and cost of defense, arising, directly or indirectly, from or caused by the issuance of this Permit or the conditions hereof, or the existence, construction, installation, repair or maintenance of the Improvements in the Permitted Area, or the use of the Permitted Area or Improvements by Permittee, its officers, agents, employees, invitees or general public.

(h) Neither this Permit nor any of the privileges granted to Permittee hereby, may be conveyed, assigned, transferred or sublet by Permittee without the prior written consent of the City Council of City. Any attempted conveyance, assignment, transfer or subletting of the Permit or Permitted Area without the written consent of the City Council of Pueblo shall be void and of no effect and shall cause this Permit to be automatically revoked.

(i) Permittee shall keep and maintain commercial general liability insurance covering the Permitted Area and Improvements in amounts not less than $1,000,000.00 combined single limits per occurrence and aggregate, naming the City as an additional insured and contain a waiver of rights of subrogation against City. A certificate for such insurance and each renewal thereof shall be delivered to the City. Failure to maintain such insurance shall cause this Permit to be automatically revoked.

(j) Trees, landscaping and shrubbery within or adjacent to the Permitted Area shall be protected from damage or injury by Permittee and shall not be removed except after receipt by the Permittee of the written consent of the City's Director of Parks and Recreation. Covid-19

(k) Any notice or other document required or permitted herein shall be in writing and delivered personally or by first class mail, postage prepaid, as follows:

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

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

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

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

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

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

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

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

Signed in Pueblo, Colorado this 11th day of March, 20 26.

PERMITTEE:
Organization or Individual: Steel City Music Showcase
By: Nathan Stern
Title: Secretary, Board of Directors

STATE OF COLORADO)

COUNTY OF PUEBLO) SS..

The foregoing instrument was acknowledged before me the 11th day of March, 2026 by Nathan Stern as Secretary.

My commission expires: _____.

Tacy Suzette Barry
Notary Public

TACY SUZETTE BARRY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20234007982
MY COMMISSION EXPIRES 02/28/2027

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

By _____

Heather Graham, Mayor

Docusign Envelope ID: 6D86F154-1749-44EE-B8E7-A48A34FD3397

City Clerk's Office Item # M10

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: March 23, 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 AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-26-2) TO SLOTH EVENT, LLC, DBA, THE COLORADO EBIKE SHOP, FOR THE USE OF "C" STREET BETWEEN VICTORIA AVENUE AND THE PARALLEL ALLEY LOCATED MIDWAY BETWEEN VICTORIA AVENUE AND UNION AVENUE (NON-EXCLUSIVE USE); MAIN STREET FROM "C" STREET TO THE ARKANSAS RIVER TRAIL HEAD ACCESS POINT LOCATED SOUTHEAST OF THE MAIN STREET BRIDGE SPANNING THE ARKANSAS RIVER (NON-EXCLUSIVE USE); AND THE ARKANSAS RIVER TRAIL WITHIN CITY LIMITS (NON-EXCLUSIVE USE) ON SATURDAY, APRIL 11, 2026, FROM 8:30 A.M. TO 2:00 P.M. TO HOST THE STEEL CITY SPIN E-BIKE RIDE

SUMMARY:

Attached is a Revocable Permit to be issued to Sloth Event, LLC, dba, The Colorado eBike Shop

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Sloth Event, LLC, dba, The Colorado eBike Shop has submitted a Revocable Permit application (REV-26-2) requesting the use of "C" Street between Victoria Avenue and the parallel alley located midway between Victoria Avenue and Union Avenue (non-exclusive use); Main Street from "C" Street to the Arkansas River Trail Head access point located southeast of the Main Street Bridge spanning the Arkansas River (non-exclusive use); and the Arkansas River Trail within city limits (non-exclusive use) on Saturday, April 11, 2026, from 8:30 a.m. to 2:00 p.m. to host the Steel City Spin E-Bike Ride

Docusign Envelope ID: 6D86F154-1749-44EE-B8E7-A48A34FD3397

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The Revocable Permit Review Committee recommends approval.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Failure to approve the Resolution will prevent the applicant from hosting their Steel City Spin E-Bike Ride.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. NOTARIZED REVOCABLE PERMIT - 26-2

Docusign Envelope ID: 6D86F154-1749-44EE-B8E7-A48A34FD3397

RESOLUTION NO. 16283

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-26-2) TO SLOTH EVENT, LLC, DBA, THE COLORADO EBIKE SHOP, FOR THE USE OF "C" STREET BETWEEN VICTORIA AVENUE AND THE PARALLEL ALLEY LOCATED MIDWAY BETWEEN VICTORIA AVENUE AND UNION AVENUE (NON-EXCLUSIVE USE); MAIN STREET FROM "C" STREET TO THE ARKANSAS RIVER TRAIL HEAD ACCESS POINT LOCATED SOUTHEAST OF THE MAIN STREET BRIDGE SPANNING THE ARKANSAS RIVER (NON-EXCLUSIVE USE); AND THE ARKANSAS RIVER TRAIL WITHIN CITY LIMITS (NON-EXCLUSIVE USE) ON SATURDAY, APRIL 11, 2026, FROM 8:30 A.M. TO 2:00 P.M. TO HOST THE STEEL CITY SPIN E-BIKE RIDE

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The attached Revocable Permit (REV-26-2) is authorized to be issued to Sloth Event, LLC, dba The Colorado eBike Shop, for the use of "C" Street between Victoria Avenue and the parallel alley located midway between Victoria Avenue and Union Avenue (non-exclusive use); Main Street from "C" Street to the Arkansas River Trail Head access point located southeast of the Main Street Bridge spanning the Arkansas River (non-exclusive use); and the Arkansas River Trail within city limits (non-exclusive use) on Saturday, April 11, 2026, from 8:30 a.m. to 2:00 p.m. to host the Steel City Spin E-Bike Ride.

SECTION 2.

The use of the public right-of-way granted hereby is subject to all limitations, terms, and conditions set forth in the attached Revocable Permit (REV-26-2).

SECTION 3.

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

Docusign Envelope ID: 6D86F154-1749-44EE-B8E7-A48A34FD3397

SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: March 23, 2026

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

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

26-2

REVOCABLE PERMIT

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

1. Name, Address and Telephone Number of Permittee: **Sloth Events, LLC dba The eBike Shop of Colorado 126 West 7th ST, Leadville, CO 80461 9704450916**
2. Permitted Area: **C Street between Victoria Ave. and the parallel alley located midway between Victoria Ave. and Union Ave. (non-exclusive use); Main Street from C Street to the Arkansas River Trail Head access point located southeast of the Main Street Bridge spanning the Arkansas River (non-exclusive use); and the Arkansas River Trail within city limits (non-exclusive use).**
3. Purpose of Revocable Permit:
Non-exclusive use of the right-of-way and public trails specified above to host the Steel City Spin E-Bike Ride

4. Commencement Date: **April 11, 2026** Time: **8:30am**
5. Ending Date: **April 11, 2026** Time: **2:00pm**

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

(a) The Permitted Area shall be used for the above-specified Purpose of Revocable Permit. No use of the Permitted Area shall be made before the time of the Commencement Date.

(b) All structures, fences, tables, chairs, equipment or other improvements authorized to be placed in the Permitted Area by Permittee (the "Improvements") shall be constructed, installed, and maintained by Permittee in compliance with all applicable codes, ordinances, rules and regulations of City and this Permit.

(c) If the Revocable Permit is issued for a sidewalk café, the Permittee and sidewalk café shall be subject to all the provisions, conditions and requirements contained in section 9-10-84 of the Pueblo Municipal Code, or as same may be amended, which are incorporated herein by reference. In addition, no Improvement shall be tied-down or chained to any tree within or adjacent to the Permitted Area nor shall any Improvement be installed or located in such a manner as to hinder or interfere with the opening of motor vehicle doors or passenger movement to and from motor vehicles parked adjacent to or near the Permitted Area.

(d) If this Permit is issued for the use of the public right-of-way for a special event, Permittee shall deposit with the City the sum of $500.00 ("Deposit"). The Deposit will be forfeited to the City if Permittee does not remove all Permittee's equipment and property from, and clean and restore the Permitted Area to its original condition before the Time of the Ending Date. If so timely removed and cleaned, the Deposit will be returned to Permittee.

(e) Before the Time of the Ending Date, or immediately upon any other termination of this Permit, Permittee shall, at Permittee's expense, remove all of Permittee's Improvements from the Permitted Area and clean and restore the Permitted Area to its original condition. Failure to timely remove all of Permittee's Improvements from the Permitted Area and clean and restore the Permitted Area to its original condition shall constitute Permittee's abandonment of the Permittee's Improvements, and City may, at Permittee's expense, remove and dispose of Permittee's Improvements and clean and restore the Permitted Area to its original condition. Permittee agrees to pay all City's costs and expenses, including reasonable attorney fees, incurred in the enforcement of this Permit.

(f) Permittee shall keep all Improvements and Permitted Area in good, clean and safe condition and repair, free from litter, waste and debris.

(g) Permittee shall indemnify, defend and hold City, its officers, agents and employees harmless from and against any and all suits, claims, liabilities, loss, damages and expenses, including reasonable attorney fees and cost of defense, arising, directly or indirectly, from or caused by the issuance of this Permit or the conditions hereof, or the existence, construction, installation, repair or maintenance of the Improvements in the Permitted Area, or the use of the Permitted Area or Improvements by Permittee, its officers, agents, employees, invitees or general public.

(h) Neither this Permit nor any of the privileges granted to Permittee hereby, may be conveyed, assigned, transferred or sublet by Permittee without the prior written consent of the City Council of City. Any attempted conveyance, assignment, transfer or subletting of the Permit or Permitted Area without the written consent of the City Council of Pueblo shall be void and of no effect and shall cause this Permit to be automatically revoked.

(i) Permittee shall keep and maintain commercial general liability insurance covering the Permitted Area and Improvements in amounts not less than $1,000,000.00 combined single limits per occurrence and aggregate, naming the City as an additional insured and contain a waiver of rights of subrogation against City. A certificate for such insurance and each renewal thereof shall be delivered to the City. Failure to maintain such insurance shall cause this Permit to be automatically revoked.

(j) Trees, landscaping and shrubbery within or adjacent to the Permitted Area shall be protected from damage or injury by Permittee and shall not be removed except after receipt by the Permittee of the written consent of the City's Director of Parks and Recreation. Covid-19

(k) Any notice or other document required or permitted herein shall be in writing and delivered personally or by first class mail, postage prepaid, as follows:

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

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

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

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

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

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

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

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

Signed in Pueblo, Colorado this 10 day of March, 20 26.

PERMITTEE:
Organization or Individual: Sloth Events, LLC dba The eBike Store of Colorado
By: Michael Mathisen / Michael Mathisen
Title: OWNER

STATE OF COLORADO)
Salt Lake
COUNTY OF ~~PUEBLO~~) SS..

The foregoing instrument was acknowledged before me the 10th day of March, 2026 by Michael Mathisen as owner.

My commission expires: 06-10-2029.

Samuel Christopher Reynolds
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20214022587
MY COMMISSION EXPIRES JUNE 10, 2029

Notary Public

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

By _____

Heather Graham, Mayor

Docusign Envelope ID: 6D86F154-1749-44EE-B8E7-A48A34FD3397

City Clerk's Office Item # M11

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: March 23, 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 AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-26-5) TO COLORADO WORKERS FOR INNOVATIONS & NEW SOLUTIONS FOR THE USE OF UNION AVENUE FROM ALAN HAMEL DRIVE TO RICHMOND AVENUE; SOUTH GRAND AVENUE TO SISTER CITIES PLAZA AND VICTORIA AVENUE AT SISTER CITIES PLAZA ON SATURDAY, MARCH 28, 2026, FROM 1:00 P.M. TO 5:00 P.M. TO HOST A PEACEFUL, NONVIOLENT PUBLIC MARCH AND BRIEF RALLY AS PART OF THE NATIONWIDE "NO KING'S" DAY OF ACTION

SUMMARY:

Attached is a Revocable Permit to be issued to Colorado Workers for Innovations & New Solutions

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Colorado Workers for Innovations & New Solutions has submitted a Revocable Permit application (REV-26-5) for the use of Union Avenue from Alan Hamel Drive to Richmond Avenue; South Grand Avenue to Sister Cities Plaza and Victoria Avenue at Sister Cities Plaza on Saturday, March 28, 2026, from 1:00 p.m. to 5:00 p.m. to host a peaceful, nonviolent public march and brief rally as part of the nationwide "No King's" day of Action.

FINANCIAL IMPLICATIONS:

None.

Docusign Envelope ID: 6D86F154-1749-44EE-B8E7-A48A34FD3397

BOARD/COMMISSION RECOMMENDATION:

The Revocable Permit Review Committee recommends approval.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Failure to approve the Resolution will prevent the applicant from hosting their peaceful, nonviolent public march and brief rally as part of the nationwide "No King's" day of Action.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. REV-26-5

Docusign Envelope ID: 6D86F154-1749-44EE-B8E7-A48A34FD3397

RESOLUTION NO. 16285

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-26-5) TO COLORADO WORKERS FOR INNOVATIONS & NEW SOLUTIONS FOR THE USE OF UNION AVENUE FROM ALAN HAMEL DRIVE TO RICHMOND AVENUE; SOUTH GRAND AVENUE TO SISTER CITIES PLAZA AND VICTORIA AVENUE AT SISTER CITIES PLAZA ON SATURDAY, MARCH 28, 2026, FROM 1:00 P.M. TO 5:00 P.M. TO HOST A PEACEFUL, NONVIOLENT PUBLIC MARCH AND BRIEF RALLY AS PART OF THE NATIONWIDE "NO KING'S" DAY OF ACTION

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The attached Revocable Permit (REV-26-5) is authorized to be issued to Colorado Workers for Innovations & New Solutions for the use of Union Avenue from Alan Hamel Drive to Richmond Avenue; South Grand Avenue to Sister Cities Plaza and Victoria Avenue at Sister Cities Plaza on Saturday, March 28, 2026, from 1:00 p.m. to 5:00 p.m. to host a peaceful, nonviolent public march and brief rally as part of the nationwide "No King's" day of Action.

SECTION 2.

The use of the public right-of-way granted hereby is subject to all limitations, terms, and conditions set forth in the attached Revocable Permit (REV-26-5).

SECTION 3.

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

SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: March 23, 2026

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

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

REVOCABLE PERMIT

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

1. Name, Address and Telephone Number of Permittee: **Colorado Workers For Innovations & New Solutions 128 S. Union Avenue, Units C & D 7195450677 1 City Hall Place; Pueblo, CO 81003**
2. Permitted Area: **Sister Cities Plaza; Union Avenue from Alan Hamel Drive to Richmond Avenue; South Grand Avenue at Sister Cities Plaza and Victoria Avenue at Sister Cities Plaza**
3. Purpose of Revocable Permit: **Road closure to vehicular traffic and non-exclusive use of Permitted Area for a public march and rally**
4. Commencement Date: **March 28, 2026** Time: **1pm**
5. Ending Date: **March 28, 2026** Time: **5pm**

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

(a) The Permitted Area shall be used for the above-specified Purpose of Revocable Permit. No use of the Permitted Area shall be made before the time of the Commencement Date.

(b) All structures, fences, tables, chairs, equipment or other improvements authorized to be placed in the Permitted Area by Permittee (the "Improvements") shall be constructed, installed, and maintained by Permittee in compliance with all applicable codes, ordinances, rules and regulations of City and this Permit.

(c) If the Revocable Permit is issued for a sidewalk café, the Permittee and sidewalk café shall be subject to all the provisions, conditions and requirements contained in section 9-10-84 of the Pueblo Municipal Code, or as same may be amended, which are incorporated herein by reference. In addition, no Improvement shall be tied-down or chained to any tree within or adjacent to the Permitted Area nor shall any Improvement be installed or located in such a manner as to hinder or interfere with the opening of motor vehicle doors or passenger movement to and from motor vehicles parked adjacent to or near the Permitted Area.

(d) If this Permit is issued for the use of the public right-of-way for a special event, Permittee shall deposit with the City the sum of $500.00 ("Deposit"). The Deposit will be forfeited to the City if Permittee does not remove all Permittee's equipment and property from, and clean and restore the Permitted Area to its original condition before the Time of the Ending Date. If so timely removed and cleaned, the Deposit will be returned to Permittee.

(e) Before the Time of the Ending Date, or immediately upon any other termination of this Permit, Permittee shall, at Permittee's expense, remove all of Permittee's Improvements from the Permitted Area and clean and restore the Permitted Area to its original condition. Failure to timely remove all of Permittee's Improvements from the Permitted Area and clean and restore the Permitted Area to its original condition shall constitute Permittee's abandonment of the Permittee's Improvements, and City may, at Permittee's expense, remove and dispose of Permittee's Improvements and clean and restore the Permitted Area to its original condition. Permittee agrees to pay all City's costs and expenses, including reasonable attorney fees, incurred in the enforcement of this Permit.

(f) Permittee shall keep all Improvements and Permitted Area in good, clean and safe condition and repair, free from litter, waste and debris.

(g) Permittee shall indemnify, defend and hold City, its officers, agents and employees harmless from and against any and all suits, claims, liabilities, loss, damages and expenses, including reasonable attorney fees and cost of defense, arising, directly or indirectly, from or caused by the issuance of this Permit or the conditions hereof, or the existence, construction, installation, repair or maintenance of the Improvements in the Permitted Area, or the use of the Permitted Area or Improvements by Permittee, its officers, agents, employees, invitees or general public.

(h) Neither this Permit nor any of the privileges granted to Permittee hereby, may be conveyed, assigned, transferred or sublet by Permittee without the prior written consent of the City Council of City. Any attempted conveyance, assignment, transfer or subletting of the Permit or Permitted Area without the written consent of the City Council of Pueblo shall be void and of no effect and shall cause this Permit to be automatically revoked.

(i) Permittee shall keep and maintain commercial general liability insurance covering the Permitted Area and Improvements in amounts not less than $1,000,000.00 combined single limits per occurrence and aggregate, naming the City as an additional insured and contain a waiver of rights of subrogation against City. A certificate for such insurance and each renewal thereof shall be delivered to the City. Failure to maintain such insurance shall cause this Permit to be automatically revoked.

(j) Trees, landscaping and shrubbery within or adjacent to the Permitted Area shall be protected from damage or injury by Permittee and shall not be removed except after receipt by the Permittee of the written consent of the City's Director of Parks and Recreation. Covid-19

(k) Any notice or other document required or permitted herein shall be in writing and delivered personally or by first class mail, postage prepaid, as follows:

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

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

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

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

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

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

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

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

Signed in Pueblo, Colorado this 17th day of March, 2026.

PERMITTEE:
Organization or Individual: Colorado WINS
By: H Glasgow Hilary Glasgow
Title: Executive Director

STATE OF COLORADO)

COUNTY OF PUEBLO) SS..

The foregoing instrument was acknowledged before me the 17th day of March, 2026 by Hilary Glasgow as Executive Director.

My commission expires: _____.

TACY SUZETTE BARRY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20234007982
MY COMMISSION EXPIRES 02/28/2027

Tacy Suzette Barry
Notary Public

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

By _____

Heather Graham, Mayor

Docusign Envelope ID: 6D86F154-1749-44EE-B8E7-A48A34FD3397

City Clerk's Office Item # M12

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: March 23, 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 CI2612 - PARKS GREENHOUSE PROJECT, ESTABLISHING PROJECT ACCOUNT LT2609 - PARKS GREENHOUSE PROJECT, TRANSFERRING FUNDS IN THE AMOUNTS OF $23,580.22 FROM CI1108 - CITY PK TENNIS RENOVATION; $5,012.38 FROM PROJECT ACCOUNT CI2504, RESTROOM FENCE ENCLOSURE - EL CENTRO; $5,000.00 FROM PROJECT ACCOUNT CI2511, MINERAL PALACE GREENHOUSE HVAC REPLACEMENT; AND $4,000.00 FROM PROJECT ACCOUNT CI2514, CITY PARK ADMIN BLDG RAILING; TOTALING $37,592.60 TO BE TRANSFERRED TO PROJECT ACCOUNT CI2612, PARKS GREENHOUSE PROJECT, TRANSFERRING FUNDS IN THE AMOUNT OF $23,541.77 FROM PROJECT ACCOUNT LT2201, BUILDNIG RENOVATION - CP ADMIN AND $21,150.58 FROM PROJECT ACCOUNT LT2203, TOTALING $44,692.35 TO BE TRANSFERRED TO PROJECT ACCOUNT LT2609 - PARKS GREENHOUSE PROJECT, APPROVING CONTRACT AMENDMENT NO. 1 IN THE AMOUNT OF $58,913.95 TO FORTIS GENERAL CONTRACTING, LLC, FOR PROJECT NO. 24-055, MINERAL PALACE GREENHOUSE CONSTRUCTION AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

This Resolution establishes Project Accounts CI2612 - Parks Greenhouse Project and LT2609- Parks Greenhouse Project, transfers a total of $37,592.60 from Project Accounts CI1108, CI2504, CI2511, and CI2514 to CI2612 - Parks Greenhouse Project, transfers funds in the amount of $44,692.35 from Project Accounts LT2201 and LT2203 to LT2609 - Parks Greenhouse Project, and approves Contract Amendment No. 1 in the amount of $58,913.95 to Fortis General Contracting, LLC, for Project No. 24-055, Mineral Palace Greenhouse Construction.

PREVIOUS COUNCIL ACTION:

Docusign Envelope ID: 6D86F154-1749-44EE-B8E7-A48A34FD3397

Resolution 15150, dated February 27, 2023, awarded an agreement for professional engineering services in the amount of $46,000 to EV Studio, LLC for Project No. 23-002 Engineering Design of Mineral Palace Greenhouse.

Resolution 15402, dated October 23, 2023, awarded a construction contract in the amount of $195,602.85 to Rocky Mechanical, LLC for Project No. 23-125 Mechanical Improvements - Mineral Palace Atrium, setting forth $29,340.15 for contingencies.

Resolution 15432, dated November 27, 2023, approved Amendment No. 1 to the agreement for professional engineering services with EV Studio, LLC for Project No. 23-002 Engineering Design of Mineral Palace Greenhouse.

Resolution 15754, dated September 23, 2024 authorized payment of $170,000.00 from Project CI2113 ARPA for additional costs associated with the purchase of the greenhouse for the Mineral Palace Park Greenhouse Renovation project.

BACKGROUND:

The original project, awarded to Fortis General Contracting, LLC, consisted of a 5,215 SF upgrade of the southern greenhouses, a 3,481 SF new construction of a northern greenhouse to be operated and managed by the city, and a 68 SF remodel of the atrium. The atrium remodel included ADA accessibility and restroom upgrades.

The purpose of this project is to allow for improved growing of plants to be used for landscaping purposes all around the city. There is also the potential for the northern greenhouse to be used for public gardening classes, or growing vegetables and fruit for parks educational programs. There is also a proposal for a new parking lot on the northern side of the site to support the expected increase in activity.

The purpose of amendment 1 is to add decorative fencing and gates around the greenhouse and remove and replace motors in the greenhouse.

This Resolution approves an amendment to increase the contract award amount previously awarded to Fortis General Contracting, LLC.

FINANCIAL IMPLICATIONS:

Funding in the amount of $23,580.22 will be transferred from Account Project CI1108, City Pk Tennis Renovation into Account Project CI2612 - Parks Greenhouse Project.

Funding in the amount of $5,012.38 will be transferred from Account Project CI2504, Restroom Fence Enclosure - El Centro into Account Project CI2612 - Parks Greenhouse Project.

Funding in the amount of $5,000.00 will be transferred from Account Project CI2511, Mineral Palace Greenhouse HVAC Replacement into Account Project CI2612 - Parks Greenhouse Project.

Funding in the amount of $4,000.00 will be transferred from Account Project CI2514, City Park Admin Bldg Railing into Account Project CI2612 - Parks Greenhouse Project.

Docusign Envelope ID: 6D86F154-1749-44EE-B8E7-A48A34FD3397

Funding in the amount of $23,541.77 will be transferred from Account Project LT2201, Building Renovation - CP Admin to Account Project LT2609 - Parks Greenhouse Project.

Funding in the amount of $21,150.58 will be transferred from Account Project LT2203, Bathroom - CP Maintenance Compound to Account Project LT2609 - Parks Greenhouse Project.

Funding in the amount of $44,692.35, for extra work and replacement of motors, will be paid from Project Account CI2612 - Parks Greenhouse Project.

Funding in the amount of $14,221.60, for extra work and replacement of motors, will be paid from Project Account LT2609 - Parks Greenhouse Project.

The remaining $23,371.00 in Project Account LT2609 - Parks Greenhouse Project will be used to purchase new motors for the Mineral Palace Greenhouse Project.

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. 24-055 Mineral Palace Greenhouse Construction - Amendment No 1

Docusign Envelope ID: 6D86F154-1749-44EE-B8E7-A48A34FD3397

RESOLUTION NO. 16286

A RESOLUTION ESTABLISHING PROJECT ACCOUNT CI2612 - PARKS GREENHOUSE PROJECT, ESTABLISHING PROJECT ACCOUNT LT2609 - PARKS GREENHOUSE PROJECT, TRANSFERRING FUNDS IN THE AMOUNTS OF $23,580.22 FROM CI1108 - CITY PK TENNIS RENOVATION; $5,012.38 FROM PROJECT ACCOUNT CI2504, RESTROOM FENCE ENCLOSURE - EL CENTRO; $5,000.00 FROM PROJECT ACCOUNT CI2511, MINERAL PALACE GREENHOUSE HVAC REPLACEMENT; AND $4,000.00 FROM PROJECT ACCOUNT CI2514, CITY PARK ADMIN BLDG RAILING; TOTALING $37,592.60 TO BE TRANSFERRED TO PROJECT ACCOUNT CI2612, PARKS GREENHOUSE PROJECT, TRANSFERRING FUNDS IN THE AMOUNT OF $23,541.77 FROM PROJECT ACCOUNT LT2201, BUILDNIG RENOVATION - CP ADMIN AND $21,150.58 FROM PROJECT ACCOUNT LT2203, TOTALING $44,692.35 TO BE TRANSFERRED TO PROJECT ACCOUNT LT2609 - PARKS GREENHOUSE PROJECT, APPROVING CONTRACT AMENDMENT NO. 1 IN THE AMOUNT OF $58,913.95 TO FORTIS GENERAL CONTRACTING, LLC, FOR PROJECT NO. 24-055, MINERAL PALACE GREENHOUSE CONSTRUCTION AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, a Construction Contract was awarded to Fortis General Contracting, LLC, under Contract Number 24-055; and

WHEREAS, a contract amendment is requested for the purpose of completing decorative fencing and gates around the greenhouse and removing and replacing motors in the greenhouse to complete the project; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Project Account CI2612 - Parks Greenhouse Project, is hereby established.

SECTION 2.

Project Account LT2609 - Parks Greenhouse Project, is hereby established.

SECTION 3.

Funds in the amount of $23,580.22 are hereby transferred from Account Project CI1108, City Pk Tennis Renovation to Account Project CI2612 - Parks Greenhouse Account.

Docusign Envelope ID: 6D86F154-1749-44EE-B8E7-A48A34FD3397

SECTION 4.

Funds in the amount of $5,012.38 are hereby transferred from Account Project CI2504, Restroom Fence Enclosure - El Centro to Account Project CI2612 - Parks Greenhouse Account.

SECTION 5.

Funds in the amount of $5,000.00 are hereby transferred from Account Project CI2511, Mineral Palace Greenhouse HVAC Replacement to Account Project CI2612 - Parks Greenhouse Account.

SECTION 6.

Funds in the amount of $4,000.00 are hereby transferred from Account Project CI2514, City Park Admin Bldg Railing to Account Project CI2612 - Parks Greenhouse Account.

SECTION 7.

Funds in the amount of $23,541.77 are hereby transferred from Account Project LT2201, Building Renovation - CP Admin to Account Project LT2609, Parks Greenhouse Project.

SECTION 8.

Funds in the amount of $21,150.58 are hereby transferred from Account Project LT2203, Bathroom - CP Maintenance Compound to Account Project LT2609, Parks Greenhouse Project.

SECTION 9.

Contract Amendment No. 1 to the Construction Contract for Mineral Palace Greenhouse Construction with Fortis General Contracting, LLC, Project No. 24-055, in the amount of $58,913.95, 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 10.

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 11.

Funds in the amount of $44,692.35, for extra work, shall be from Project Account CI2612 - Parks Greenhouse Project.

SECTION 12.

Funds in the amount of $14,221.60 shall be from Project Account LT2609 - Parks Greenhouse Project.

SECTION 13.

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: 6D86F154-1749-44EE-B8E7-A48A34FD3397

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

SECTION 14.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: March 23, 2026

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Cliff B7A4F51823AE462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: Signed by: Vincent Petkosek 330F90D300E24F8...
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 Fortis General Contracting LLC, a Colorado Limited Liability Company ("Contractor").

WHEREAS, City and Contractor entered into that certain construction contract dated September 24, 2024, for Project 24-055 (CI2113) Mineral Palace Greenhouse Construction, 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 $1,080,100.19, which amount includes the original contract amount of $903,508.35, Change Order No. 1 in the amount of $3,249.00, Change Order No. 2 in the amount of $40,405.16, Change Order No. 3 in the amount of $33,794.92, Change Order No. 4 in the amount of $40,228.81, and the additional contract amount of $58,913.95 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. Section 5.63(c) of the Construction Agreement is amended to read as follows:

> C. The City will retain a percentage of the amount of each periodical estimate until the final completion and acceptance by the City of all work included in this Contract. Unless otherwise specified in SPECIAL PROVISIONS , the percentage retained shall be 10%, except that the retainage on the periodic estimate considered to be the final estimate may be reduced by the Engineer to an amount deemed by them sufficient to complete minor work, effect minor repairs or perform minor cleanup, provided, however, that in no event may retainage be reduced to less than five percent (5%) of the original contract amount except as may be authorized and subject to compliance with § 24-91-103(c), C.R.S. Nothing in this section shall be construed to limit or restrict the City's right to withhold additional amounts pursuant to Section WAIVER OF STATUTORY RETENTION LIMITS of these General Provisions.

3. 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.

4. 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.

FORTIS GENERAL CONTRACTING LLC

By _____
Robert Billings, 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 24-055 (CI2113) Mineral Palace Greenhouse Construction

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
• Decorative Fencing and Gates around Greenhouse • Remove and Replace Motors in Greehnouse	Lump Sum	$58,913.95

(Fifty-Eight Thousand Nine Hundred Thirteen Dollars and 95/100----------($58,913.95)

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.

FORTIS GENERAL CONTRACTING LLC

By: _____
Robert Billings, Managing Member

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: March 23, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Benjamin Valdez, Director of Transit

SUBJECT: AN ORDINANCE APPROVING A FACILITY USE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND FLIX NORTH AMERICA, INC., AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

Attached is a Facility Use Agreement between the City of Pueblo, a Colorado Municipal Corporation, and Flix North America, Inc for providing Bus Loading and Unloading parking at the Transit Center at 123 Court Ave.

PREVIOUS COUNCIL ACTION:

The City and Greyhound Bus Lines, a subsidiary of Flix North America, Inc., entered into a “Facility Use Agreement” dated May 8, 2023.

BACKGROUND:

Attached is a proposed agreement which allows for facility use and subject to the terms and conditions therein set forth.

FINANCIAL IMPLICATIONS:

Flix North America Inc will pay $42,000 to the City of Pueblo for the Use of the Facility.

BOARD/COMMISSION RECOMMENDATION:

Pueblo Transit Board recommends approval.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

Should this Ordinance not pass, Flix North America, Inc., will no longer have access and use of the Facility.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Flix North America Inc., Facility Use Agreement.DO

ORDINANCE NO.

AN ORDINANCE APPROVING A FACILITY USE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND FLIX NORTH AMERICA, INC., AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

The Facility Use Agreement ("Agreement") between Pueblo, a Colorado Municipal Corporation, and Flix North America, Inc., attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute said 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 3.

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

FIRST AMENDMENT TO FACILITY USE AGREEMENT

This First Amendment to Facility Use Agreement ("**First Amendment**") is made and entered into on March __, 2026 (the "**Effective Date**") by and between the City of Pueblo, a home rule, Colorado municipal corporation ("**City**") and FNA Flix North America, Inc., a Delaware, corporation, its subsidiaries, affiliates, and contracted bus operators (collectively, "FNA" or "Users").

WITNESSETH:

WHEREAS, the City is the owner of a facility known as the Pueblo Transit Facility (the "**Facility**"); and

WHEREAS, Pueblo Transit, a Colorado Non-Profit Corporation ("**Pueblo Transit**"), is under contract to furnish all labor and to operate the City's publicly-owned mass transportation system including the Facility; and

WHEREAS, City and Greyhound Lines, Inc. ("**Greyhound**"), a subsidiary of Flix North America, Inc., entered into a Facility Use Agreement ("**Facility Agreement**") authorized by Ordinance 10451, dated May 9, 2023; and

WHEREAS, the City and Greyhound desire to change the parties to the Facility Agreement, from Greyhound to Flix North America, Inc., its subsidiaries, affiliates, and contracted bus operators, pursuant to the terms and conditions contained in this First Amendment.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Substitution of Entity

a. Beginning on the Effective Date, all references in the Facility Agreement to Greyhound Lines, Inc. shall be deemed to refer to Flix North America, Inc., its subsidiaries, affiliates, and contracted bus operators, and Flix North America, Inc., its subsidiaries, affiliates, and contracted bus operators is hereby substituted for Greyhound Lines, Inc. for all purposes under the Facility Agreement.

2. Extension of Term

Section 1 (Term) of the Facility Agreement is amended to extend the term for an additional five (5) years from the Effective Date. The new expiration date shall be March 31, 2031 unless earlier terminated pursuant to the Facility Agreement.

3. Amendment of Monthly Fee

a. Section 4 (Payments) of the Facility Agreement is amended as follows:

i. Beginning April 1, 2026, monthly compensation in the amount of $3,500.00 shall be paid in total by Users to City in advance, without notice, offset or deduction, on the first day of each month during the Term of this First Amendment.

4. Insurance

a. Joint and Several Obligation

i. All insurance requirements set forth in the Facility Agreement shall apply jointly and severally to the Users. Each of the Users shall maintain insurance coverage meeting or exceeding the requirements set forth in the Facility Agreement.

b. Separate Coverage Required

i. The Users shall each maintain the required insurance coverage in its own name unless the Facility Agreement expressly permits shared coverage and such shared coverage expressly lists all Users as named insureds.

c. Additional Insured

i. All required liability policies shall name the City of Pueblo, its officers, officials, employees, and agents as additional insureds for ongoing and completed operations.

d. Primary and Noncontributory

i. The required insurance coverage described in this First Amendment shall be primary and noncontributory with respect to any insurance or self-insurance maintained by City.

e. Waiver of Subrogation.

i. All required policies shall include a waiver of subrogation in favor of the City of Pueblo.

f. Evidence of Coverage.

i. Certificates of insurance and required endorsements shall be provided to the City prior to the Effective Date of this First Amendment and upon renewal of coverage. Failure of any one of the Users to maintain required insurance constitutes a default under the Facility Agreement.

5. Notices. Any notice or other communication provided for hereunder will be in writing and may be (i) served by personal delivery, or (ii) sent by overnight courier service, with all fees prepaid, to the receiving parties as follows, or to any other address which either party may hereafter designate for itself in writing:

City:	Pueblo Transit Manager 350 South Grand Pueblo, CO 81003
With A Copy To:	City Attorney 100 W. Riverwalk, 4th Floor Pueblo, CO 81003
Flix North America, Inc.	P.O. Box 660362 Dallas, TX 75266-0362

6. Ratification

Except as expressly amended in Exhibit A to this First Amendment and as otherwise expressly amended herein and above, the Facility Agreement is restated, ratified, and confirmed and remains in full force and effect. In the event of any conflict, this First Amendment controls.

Remainder of Page Intentionally Blank

IN WITNESS WHEREOF, the parties hereunto entered into this on the day first written above.

City of Pueblo, a Colorado municipal corporation,

By:_____
Heather Graham, Mayor

Attest:

_____
City Clerk

FLIX NORTH AMERICA, INC.

By: _____

Title: _____

Date: _____

First Amendment Exhibit A

Amended Facility Agreement Exhibit C

Service runs daily with one shuttle traveling northbound and one traveling southbound. Schedule below.

Users Schedules – Pueblo, Colorado Transit Facility

Arrival	Departure	Origin	Terminus
5:00 a.m.	5:10 a.m.	El Paso	Denver
6:20 a.m.	6:30 a.m.	Dallas	Denver
1:25 p.m.	1:30 p.m.	Denver	Dallas
1:55 p.m.	2:00 p.m.	Dallas	Denver
9:30 p.m.	9:35 p.m.	Denver	El Paso
10:20 p.m.	10:25 p.m.	Denver	Dallas

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: March 23, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Benjamin Valdez, Director of Transit

SUBJECT: AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE COUNTY OF PUEBLO EXTENDING PUBLIC TRANSIT SERVICES WITHIN THE UNINCORPORATED AREAS OF PUEBLO COUNTY, COLORADO

SUMMARY:

Attached is an Intergovernmental Agreement between the City of Pueblo, a Colorado Municipal Corporation, and County of Pueblo for providing public transit services to the Salt Creek Neighborhood in unincorporated area of Pueblo County.

PREVIOUS COUNCIL ACTION:

The City and County of Pueblo originally entered into an Agreement for Extended Transit Services dated as of December 12, 1997, relating to the provision of public transit services within the unincorporated areas of Pueblo County, Colorado. The agreement has been extended as necessary since the original approval.

BACKGROUND:

Approval of the agreement allows continued services to the Salt Creek neighborhood on Route 11, the Red Creek Route. The agreement expired on December 31, 2025.

FINANCIAL IMPLICATIONS:

Pueblo County will pay $79,500 to the City of Pueblo for the cost of services with a 3% increase per year from 2026 through 2030.

BOARD/COMMISSION RECOMMENDATION:

Pueblo Transit Board recommends approval.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

The alternative should this Ordinance not pass, is for Pueblo Transit to discontinue service to the neighborhood, reducing ridership on the Red Creek Route by approximately 15,500 passengers per year.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Board of County Comissioners Resolution Agreement
2. Salt Creek Transit Services Agreement

ORDINANCE NO.

AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE COUNTY OF PUEBLO EXTENDING PUBLIC TRANSIT SERVICES WITHIN THE UNINCORPORATED AREAS OF PUEBLO COUNTY, COLORADO

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

SECTION 1.

The Agreement for Extended Transit Services to the Salt Creek Neighborhood between the City of Pueblo, a Colorado Municipal Corporation, and Pueblo County, 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 hereby authorized to execute said 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 3.

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

RESOLUTION NO. 26- 081

THE BOARD OF COUNTY COMMISSIONERS OF PUEBLO COUNTY, COLORADO

APPROVING THE AGREEMENT FOR EXTENDED TRANSIT SERVICES TO THE SALT CREEK NEIGHBORHOOD BETWEEN THE CITY OF PUEBLO AND PUEBLO COUNTY, COLORADO

WHEREAS, pursuant to its home rule authority and the authority granted by statute, including but not limited to C.R.S. § 31-15-711(1)(g), the City of Pueblo ("City"), is authorized to develop, maintain and operate mass transit systems, either individually or jointly with any other government, and pursuant to that authority the City is maintaining and operating a mass transit system within the corporate boundaries of the City; and

WHEREAS, Pueblo County is authorized by virtue of C.R.S. § 30-11-101(1)(f) to develop, maintain and operate mass transit systems either individually or jointly with any government; and

WHEREAS, the City and the County may contract with one another to provide a mass transit system of the type deemed needed by the citizens of and visitors to the area pursuant to authority in C.R.S. §§ 30-11-101(1)(f) and 31-15-711(1)(g) as implemented by C.R.S. § 29-1-201, *et seq.*; and

WHEREAS, the City and County have previously entered into Agreements for Extended Transit Services to the Salt Creek Neighborhood; and

WHEREAS, the City, at the request of the County, is willing to continue to develop, maintain and operate said system incorporating and including service to and from the Salt Creek neighborhood within the geographic boundaries which are under the jurisdiction of the County and outside the corporate boundaries of the City; and

WHEREAS, this Board desires to enter into an Agreement with the City for the provision of said services for a period from January 1, 2026, to December 31, 2030, for a maximum fee of $79,500.00 for 2026, which will increase by three percent (3%) every year thereafter, subject to the appropriation of funds for this expenditure by Pueblo County.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pueblo County, Colorado, that the Agreement for Extended Transit Services to the Salt Creek Neighborhood between the City of Pueblo and Pueblo County, Colorado, the terms and conditions of which are incorporated herein by this reference, is hereby approved, *nunc pro tunc,* January 1, 2026, and that the Chair of the Board of County Commissioners of Pueblo County, Colorado, is hereby authorized to execute said Agreement on behalf of Pueblo County.

RESOLUTION NO. 26-_081__ (CONTINUED)

PASSED AND ADOPTED this 12th day of March 2026, in Pueblo County, Colorado.

THE BOARD OF COUNTY COMMISSIONERS
OF PUEBLO COUNTY, COLORADO

By: _____
Zach Swearingen, Chair

ATTEST:

By: _____
Candace Rivera, County Clerk

U:\B\RES\BMCM CITYTRANSITIGA 2026.DOCX

AGREEMENT FOR EXTENDED TRANSIT SERVICES TO THE SALT CREEK NEIGHBORHOOD

THIS AGREEMENT is entered into with an effective date of January 1, 2026 by and between the County of Pueblo, a body corporate and politic, acting by and through the Board of Commissioners (hereinafter "**County**") and the City of Pueblo, a Colorado municipal corporation (hereinafter "**City**").

WITNESSETH:

WHEREAS, pursuant to its home rule authority and the authority granted by statute, including but not limited to C.R.S. §31-15-711(1)(g), the City is authorized to develop, maintain and operate mass transit systems, either individually or jointly with any other government, and pursuant to that authority the City is maintaining and operating a mass transit system within the corporate boundaries of the City; and

WHEREAS, the County is authorized by virtue of C.R.S. §30-11-l0l(l)(f) to develop, maintain and operate mass transit systems either individually or jointly with any government; and

WHEREAS, the City and the County may contract with one another to provide a mass transit system of the type deemed needed by the citizens of and visitors to the area pursuant to authority in C.R.S. §30-11-101(1)(f) and C.R.S. §31-15-711(1)(g) as implemented by C.R.S. §29-1-201, *et seq.;* and

WHEREAS, the City and County have previously entered contracts to provide a mass transit system including most recently the January 1, 2020 Agreement for Extended Transit Services to the Salt Creek Neighborhood ("**Prior IGAs**"); and

WHEREAS, the City, at the request of the County, is willing to continue to develop, maintain and operate said system incorporating and including service to and from the Salt Creek neighborhood within the geographic boundaries which are under the jurisdiction of the County and outside the corporate boundaries of the City; and

WHEREAS, the City and the County do jointly desire to provide this service as herein established under the terms 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. OPERATION OF MASS TRANSIT SYSTEM.

a. Subject to the terms and conditions set forth herein, the City and the County agree to operate a joint mass transit system by bus within the Salt Creek neighborhood located within the unincorporated area of Pueblo County, Colorado (hereinafter the "**System**"). The parties agree that the City will be the sole manager and operator of the

System herein established. In managing and operating the System, the City shall have the right to utilize all of the roads, highways and rights of way of the County capable of safely handling buses without charge therefor by the County. The fixed routes for the System, shall be established by the City in its sole judgment and discretion.

b. The parties recognize and acknowledge that the City has for many years separately operated an urban mass transit system serving the residents and transportation needs of the City and its residents. The operation of the urban mass transit system within the corporate boundaries of City shall remain separate and not subject to any provisions of this Agreement. The operation of the joint System pursuant to this Agreement is intended to authorize expansion of the City transit system beyond the City's corporate boundaries in unincorporated areas of Pueblo County, consistent with maintaining the existing level of urban mass transit service, the availability of buses, personnel and support systems, the need for service beyond City's corporate boundaries, fare and subsidy revenues available for service beyond City's corporate boundaries, and contractual and regulatory limitations arising from City's receipt of federal financial assistance for mass transit. The determination of the appropriateness for and degree of such expansion of the transit system, if any, shall be made by the City in its sole judgment and discretion.

c. In developing, operating and maintaining the System, the City will use its buses, personnel, contractors, support systems, management and administrative systems.

2. REVENUE AND EXPENDITURES.

a. The parties agree that reasonable charges or fares may be assessed and collected from persons utilizing the System established within the scope of this Agreement. The decision as to the amount of such fares and to any rules and regulations in connection with such System shall be made by the City. All revenues derived from any such fares or charges shall be and remain property of the City and shall be used to defray the operation and maintenance expenses of the System.

b. In addition to the foregoing, City may apply for and receive state and federal grants and other financial assistance for purposes of acquiring property for use in or in conjunction with the System, and for purposes of subsidizing operation, maintenance and administrative expenses of the System. All such grants and assistance shall become and remain the property of the City, and City shall be responsible for compliance with all contractual and regulatory requirements associated with receipt of such grants and assistance.

c. City may, but shall not be required to, provide additional City funds for capital improvements benefitting the System, acquiring or leasing property for use in conjunction with the System, or for subsidizing the operation, maintenance and administrative expenses of the System. The decision concerning whether to provide such additional City funds shall at all times remain vested in the City Council of City, whose decision thereon shall be conclusive.

d. The County shall be required to provide County funds for subsidizing the operation, maintenance and administrative expenses of the System. For the initial year of this Agreement, the County shall pay the City the amount of Seventy-Nine Thousand, Five Hundred Dollars ($79,500.00) to subsidize the operation, maintenance and administrative expenses of the

System ("**County Subsidy**"). The County Subsidy shall increase by three percent (3%) each year thereafter for the duration of this Agreement. The County shall pay, without demand, to the City the County Subsidy on a quarterly basis. Nothing in this paragraph is intended to modify the authority of City to establish such fixed routes as it deems appropriate in its sole judgment and discretion.

3. NO IMPAIRMENT OF EXISTING CONTRACTS.

Nothing in this Agreement is intended to alter, amend, modify or impair any existing contract entered into by the City concerning operation of the City's separate transit system or the System, including but not limited to any binding collective bargaining agreement and any agreement with the Pueblo Transportation Company.

4. LIABILITY AND INSURANCE.

As between City and County, City (as the manager and operator of the System) agrees to assume the risk of 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 operation of the System 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. § 24-10-101, *et seq.* City shall provide and maintain Workers' Compensation insurance coverage or self-insurance on its employees complying with the requirements of State law.

5. NOT GRANT OF FRANCHISE.

The establishment of this Agreement shall not be construed as an exclusive grant or franchise prohibiting similar grants, franchises or agreements pertaining to mass transit systems or other common carriers operating within the territorial jurisdiction of either the City or County.

6. TERM.

The term of this Agreement shall be for a period of five (5) years; provided, however, that same may be cancelled and terminated upon one hundred eighty (180) days advance written notice by either party to the other, in which case each party shall be released from all further liability and obligations hereunder except for (a) liabilities and obligations specifically incurred by the party under a separate written contract or other instrument, (b) obligations and liabilities imposed by operation of law, and (c) liabilities and obligations arising from leases entered into at the specific request of the party as a condition for provision of funding.

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

national origin, sexual orientation, disability or age.

8. 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.

9. NOTICES.

All notices to be given in this Agreement shall be made in writing and shall be sufficient if delivered personally due to the need for timely transmission of information or by Certified Mail to the other party at the following addresses:

If to County:

Chief Administrative Officer
Pueblo County Courthouse
215 West 10th Street
Pueblo, CO 81003

With a copy to:

Pueblo County Attorney' s Office
Pueblo County Courthouse
215 West 10th Street, Room 312
Pueblo, CO 81003

If to City:

Mayor's Office
1 City Hall Place, 2nd Floor
Pueblo, CO 81003

With a copy to:

Director of Transit
Pueblo, CO 81003

With an additional copy to:

City Attorney
101 W. Riverwalk
Pueblo, CO 81003

10. ENTIRE AGREEMENT; AMENDMENTS.

This Agreement constitutes the entire Agreement between the Parties and supersedes all prior and contemporaneous agreements, representations, and understandings between them. This Agreement shall be construed and enforced according to the laws of the State of Colorado. No alterations, amendments, changes, or modifications to this Agreement shall be valid unless they are contained in writing and executed by all Parties. City and County hereby release one another from any claims arising from the Prior IGAs. 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 City and County.

11. 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 City and the County have executed this Agreement as of the date first above written and under laws of the State of Colorado.

ATTEST:

By: Candace Rivera
Clerk to the Board

COUNTY OF PUEBLO

By: _____
Chair, Board of County Commissioners

[SEAL]

ATTEST:

By: _____
City Clerk

CITY OF PUEBLO

By: _____
Mayor
Heather Graham

[SEAL]

APPROVED AS TO FORM:

By: Cynthia Mitchell
County Attorney
Cynthia Mitchell

APPROVED AS TO FORM:

By: _____
City Attorney
Carla Sikes

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: March 23, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Beritt Odom, Director Planning and Community Development

SUBJECT: AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE 611 BROADWAY AVE FROM AN R-2, SINGLE-FAMILY RESIDENTIAL, TO B-1, NEIGHBORHOOD BUSINESS ZONE DISTRICT

SUMMARY:

The applicant is requesting to rezone 611 Broadway Ave from an R-2, Single-Family Residential, to B-1, Neighborhood Business Zone District.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The applicant is requesting to rezone 0.65 acres at 611 Broadway Ave from a Single-Family Residential (R-2) to Neighborhood Business (B-1) Zone District to allow the use of an electronic-variable message sign (EVM sign). The subject property is home to the Agape Fellowship Church who has operated at this location since 2004. The space has historically been used as a religious institution since 1967 prior to the adoption of the current Zoning Code.

The R-2 Zone District is primarily designed for single-family development, allowing for low- to medium-density housing, gardens, and accessory uses on residential property. It does not allow for an EVM sign. In contrast, the B-1 Zone District does allow an EVM sign. The B-1 Zone District is primarily designed for the location of goods and services required by the immediate neighborhood which creates no nuisance.

The subject property and surrounding areas are designated as an Urban Neighborhood by the 2022 Pueblo Regional Comprehensive Plan. Urban Neighborhoods are characterized by a mix of housing types, a variety of services and amenities, gridded streets, and a complete sidewalk network. The neighborhood-scale goods and services available under the B-1 Zone District matches the characteristics of the Urban

Neighborhood designation.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their February 11th, 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 property will not be zoned in accordance with the Pueblo Municipal Code. It will remain as a Single-Family Residential (R-2) Zone District, and the applicant could not convert the existing sign into an EVM sign.

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. PZ-25-23 Attachments

ORDINANCE NO.

AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE 611 BROADWAY AVE FROM AN R-2, SINGLE-FAMILY RESIDENTIAL, TO B-1, NEIGHBORHOOD BUSINESS 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 R-2, Single-Family Residential, to B-1, Neighborhood Business Zone District.

Lots 22 – 26 and the Southeasterly one - half of Lots 27 – 32 inclusive, in Bock 121 in the Colorado Coal and Iron Company's Addition No. 1 to the former City of South Pueblo, now Part of the City of Pueblo, Pueblo County, Colorado.

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

1502120014
1502120002
1502120013
95.2 ft
150.95 ft
611 Broadway Ave, Pueblo, CO, 81004, USA
Proposal to:
Rezone from R2 Zone District to B-1 Zone District
74.65 ft
94.18 ft
94.18 ft
0 ft
Parcel 1502120016
1502120016
225.4 ft
189.59 ft
1502120011
BROADWAY AVE
Lots 22 – 26 and the Southeasterly one - half of Lots 27 – 32 inclusive, in Bock 121 in the Colorado Coal and Iron Company's Addition No. 1 to the former City of South Pueblo, now Part of the City of Pueblo, Pueblo County, Colorado.

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative

city of PUEBLO colorado

Planning & Zoning Commission

Alexandra Aznar

Samuel Hernandez Jr.

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:

Motion Passed: 7-0.

Z-25-23 Rezone: A rezoning of 0.65 acres at 611 Broadway Ave, home to the Agape Fellowship Church, from Single-Family-Residential (R-2) to Neighborhood Business (B-1) Zone District. Staff Report by Hannah Prinzi, Planner.

Hearing: Applicant Ron Pittman was sworn in and spoke in support of the application. Jerry Dowdy was sworn in and spoke in opposition.

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

Motion Passed: 7-0.

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

Z-25-23

February 11, 2026

TO:	City of Pueblo Planning and Zoning Commission
FROM:	Hannah Prinzi, Planner
THROUGH:	Beritt Odom, Director of Planning and Community Development
SUBJECT:	Rezoning from a Single-Family Residential (R-2) to a Neighborhood Business (B-1) Zone District
APPLICANT:	Ron Pittmann
PROPERTY OWNER:	Church of God Agape Fellowship
LOCATION:	611 Broadway Ave
CONCURRENT REQUESTS:	ZBA-25-51 and ZBA-25-52

REQUEST: Rezone 0.65 acres at 611 Broadway Ave from Single-Family Residential (R-2) to Neighborhood Business (B-1) Zone District.

BACKGROUND AND ANALYSIS:

The applicant is requesting to rezone 0.65 acres at 611 Broadway Ave from a Single-Family Residential (R-2) to Neighborhood Business (B-1) Zone District to replace an existing, static, monument sign with an electronic-variable message sign (EVM sign). The subject property is home to the Agape Fellowship Church, who has operated at this location since 2004. The space has historically been used as a religious institution since 1967, prior to the adoption of the current Zoning Code.

The subject property is currently within an R-2 Zone District. This District is primarily designed for single-family development, allowing for low- to medium- density housing, community gardens, and accessory uses. While a religious institution is a use by-review in R-2, an EVM sign is not permitted.

Should the property be rezoned to B-1, an EVM sign would be allowed. The B-1 Zone District is intended for the location of goods and services required by the immediate neighborhood, and which create no nuisance. A religious institution is still a use by-review in the B-1 Zone District, and the applicant has already applied to for a Special Use Permit from the Zoning Board of Appeals to officially allow the property to be used as such.

The subject property and surrounding area are designated as an Urban Neighborhood by the 2022 Pueblo Regional Comprehensive Plan. Urban Neighborhoods are characterized by a mix of housing types, a variety of services and amenities, gridded streets, and a complete sidewalk network. The neighborhood-scale goods and services available under the B-1 Zone District matches the characteristics of the Urban Neighborhood designation.

The existing sign that the applicant intends to upgrade is located along the southeastern property line along Broadway Ave. Should the property be rezoned, the applicant will also need to receive the following approvals: (1) the aforementioned Special Use Permit, (2) a variance because the sign is 10 feet too close to residential properties (Sec. 17-10-05., (m)), and (3) a sign permit issued by the Building Department after being approved by all applicable reviewers.

SITE CHARACTER AND COMPATIBILITY

Site Character:

Neighborhood Compatibility:

North: Single-Family Residential (R-2) and Multiple-Residential and Office (R-5) – One-Family Residences, Duplex, and Multi-Family Residence
East: Commercial Charter Neighborhood (CCN) – Community Center
South: Single-Family Residential (R-2) – One-Family Residences
West: Single-Family Residential (R-2) – One-Family Residences

Comprehensive Plan Compliance:

The subject site is designated by the Pueblo Regional Comprehensive Plan, 2022, as Urban Neighborhoods The Urban Neighborhoods classification calls for primary land uses of Single-Family detached and attached homes, duplexes, and townhomes and secondary land uses of multi-family dwellings, neighborhood-scale commercial, retail and services, parks, schools, libraries, and community gardens.

Urban Neighborhoods are characterized by uniform block sizes, gridded streets, alleys, a mix of housing types, and a variety of services and amenities available within the neighborhood.

ZONING AMENDMENT TEST

The standard for accepting an amendment to the zoning map is that the proposed zoning action must either:

1) Further the goals and objectives of the comprehensive land use plan, or

❑ Comments **Affirmative**

2) Show that the area has changed significantly since the adoption of the comprehensive land use plan

❑ Comments **Not Applicable**

3) Show that there was a mistake or error made in the original zoning of the property.

❑ Comments **Not Applicable**

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)(15) OF THE PMC:

Neighborhood Business (B-1) Zone District Standards:
The standards of this District are designed to retain and provide areas for the sale at retail of those convenience type goods and services required by the residents of the immediate neighborhood and for those outlets which by their nature create no nuisances and serve a trade territory of only one (1) neighborhood.

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.

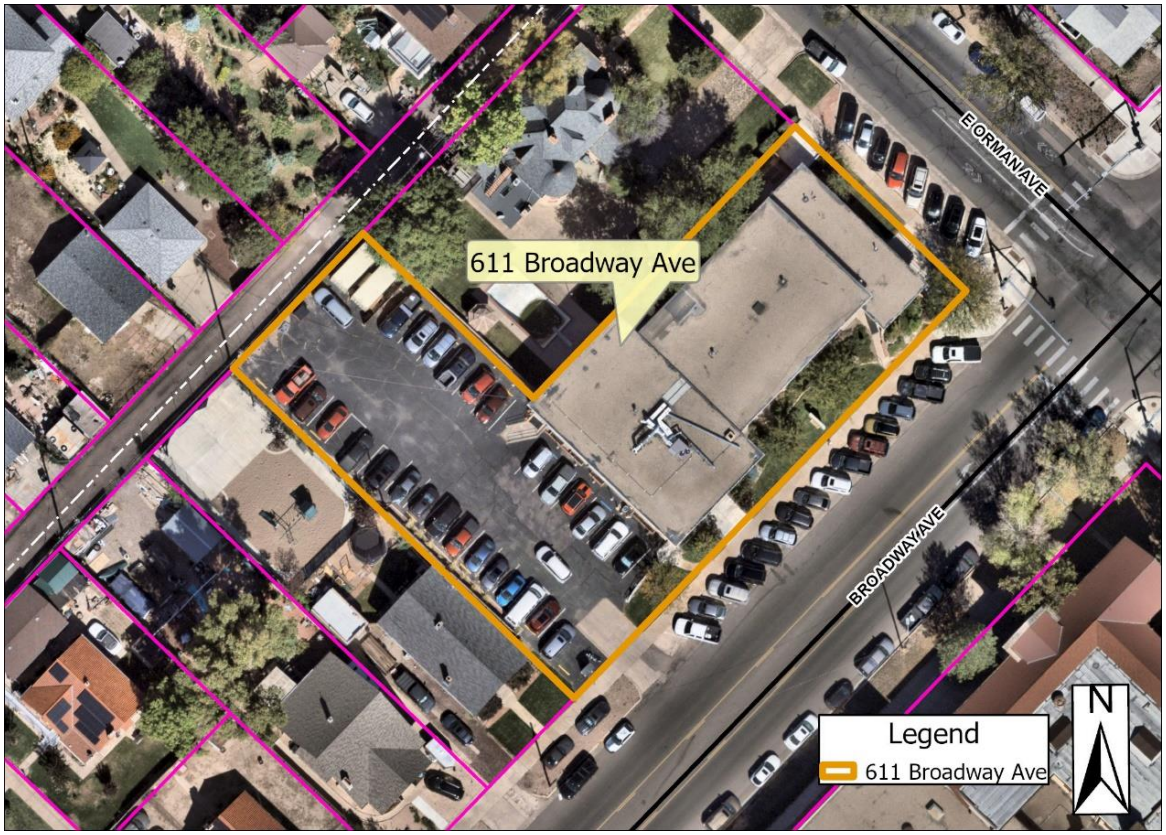
REFERRAL AGENCIES AND COMMENTS:

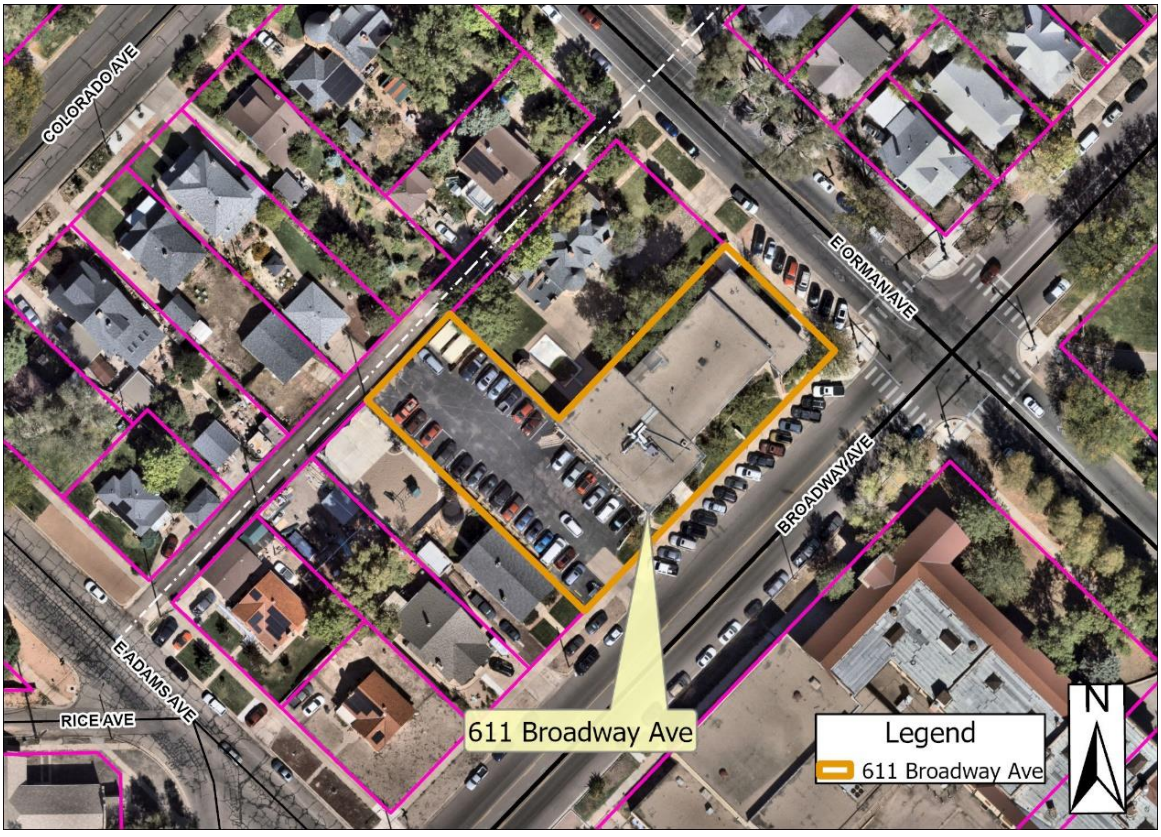
- City Public Works — No comment
- City Transportation — No comment
- City Law Department — No comment
- Pueblo Regional Building Department — No comment
- City Fire Department — No comment
- City Wastewater — No comment
- City Stormwater — No comment
- City Parks and Recreation Department — No comment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

ATTACHMENTS:

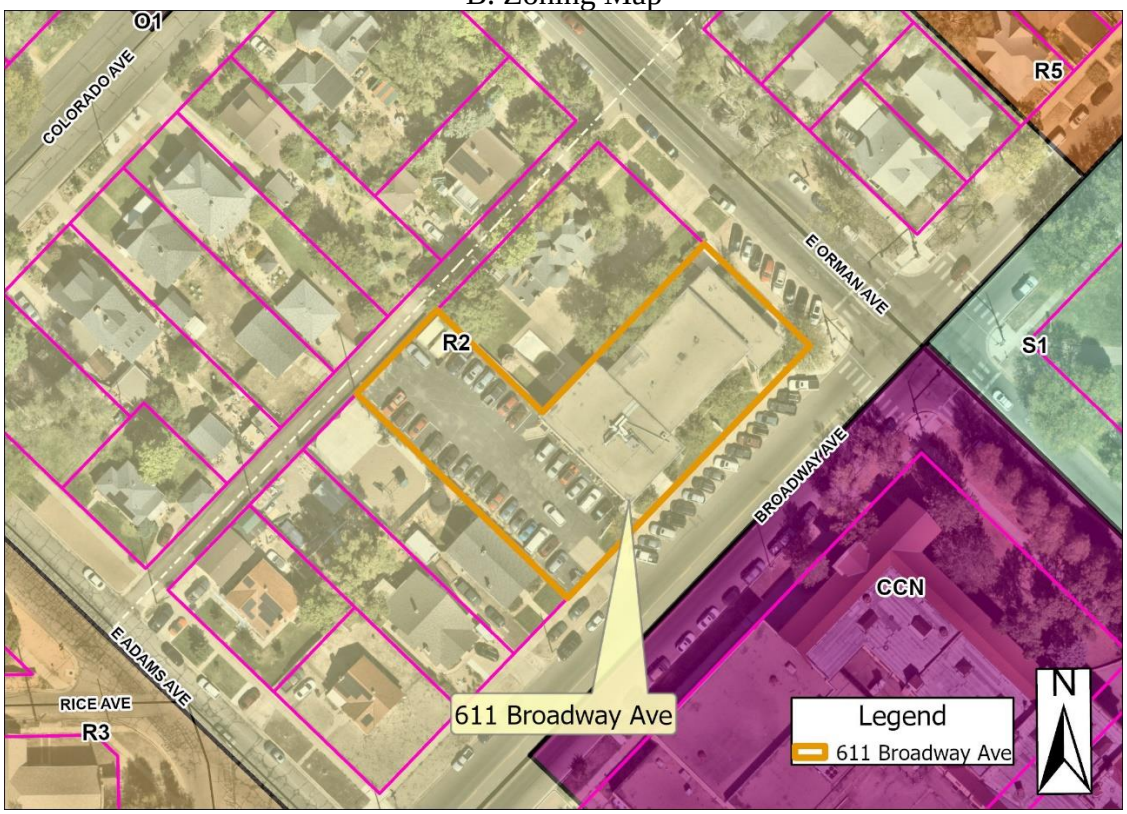
A. Aerial Map
B. Zoning Map
C. Comprehensive Plan Map
D. Public Notice Photo
E. Supporting Documents: Application, Zoning Exhibit

A. Aerial Map

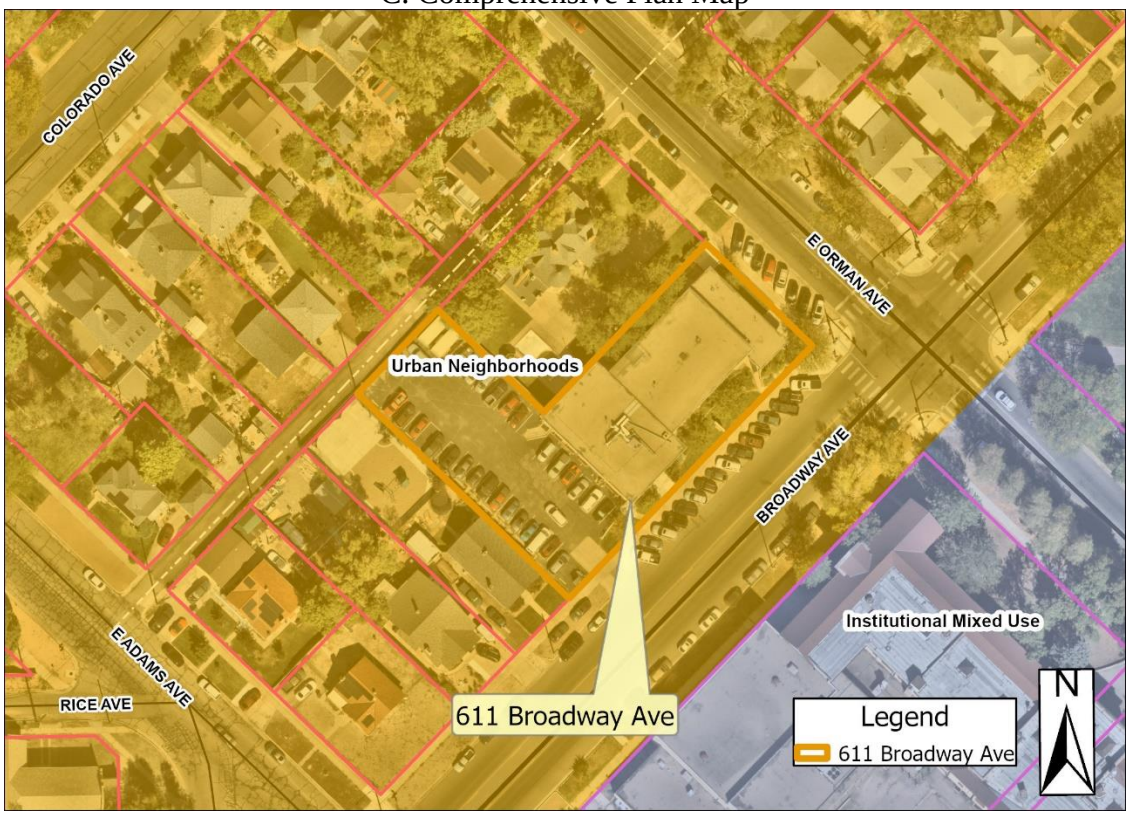

611 Broadway Ave
E ORMAN AVE
BROADWAY AVE
Legend
611 Broadway Ave
N


COLORADO AVE
E ORMAN AVE
BROADWAY AVE
E ADAMS AVE
RICE AVE
611 Broadway Ave
Legend
611 Broadway Ave
N

B. Zoning Map



C. Comprehensive Plan Map



D. Public Notice Photo

E. Supporting Documents: Application, Zoning Exhibit
To view the supporting documents, please see the following pages.

city of PUEBLO colorado
Planning & Community Development
211 East D Street | Pueblo, Colorado 81003 | Tel 719-553-2259 | Fax 719-553-2359 | TTY 719-553-2611 | www.pueblo.us

Planning & Zoning Map Amendment Application

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

Property Owner	
Name: Agape Fellowship Church of God	
Company:	
Address: 611 Broadway Ave.	Zip: 81004
Phone: (719) 542-1411	Email: agapef@hotmail.com
Applicant	
Name: Ron Pittmann	
Company: Accord Electrical Specialist	
Address: 101 W. Grant Ave. Pueblo Co.	Zip: 81004
Phone: (719) 251-4277	Email: ron@accordec.com
Person of Firm Representing Owner or Applicant	
Name: Ron Pittmann	
Company: Accord Electrical Specialist	
Address: 101 W. Grant Ave Pueblo Co.	Zip: 81004
Phone: (719) 251-4277	Email: ron@accordec.com
The applicant will be the primary contact unless otherwise noted.	

Project Location:
(address or general description) 611 Broadway Ave. Pueblo, CO 81004

Legal Description: Lots 24-26 TINE SE2 LOTS 27-32 BLK 121 COLORADO COAL + I ADD #1
FORMERLY #15-021-20-012+015

Subdivision: Acreage: .6543

Existing Zone District: R-2 **Proposed Zone District:** B-1

Purpose of this Application:

- [x] 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): _____

(Continue Next Page)

(Continued from previous page)

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

Description of area surrounding proposed development:

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.

☐ 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:

Estimated date for completion of project: ASAP.

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

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

By signing below, the Property Owner and Applicant are representing that each understands and agrees to the following terms:

1. Authorized personnel from the City of Pueblo, are hereby granted the right to enter the subject property for the purposes of reviewing and processing the application, including Certificate of Occupancy Inspections.
2. There are no known hazards or vicious animals present on the subject property.
3. All information contained in this application, is true and accurate to the best of my knowledge.
4. The City of Pueblo is under no obligation to approve the request contained in this application. No promises of approval are conveyed with the acceptance of this application.

Property Owner			
Print Name:	LARRY RUIZ SR		
Signature:		Date:	11/12/2025
Applicant, if different from Property Owner			
Print Name:	Ronald Pittman		
Signature:		Date:	

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	

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 and Zoning Commission
Submittal Requirements

Rezoning

- ❑ P&Z Application
- ❑ Application Fee
- ❑ Detailed explanation of the request. Be specific
  - Zoning Map Amendment Exhibit, which includes the legal description of the property be zoned. If applicable provide the Zoning Map Amendment ~~in a DWG (Autocad) format~~
  - All documents in PDF format
  - Digital copy of the legal description in a word document format
- ❑ Pueblo County Assessor's Property Information print out (www.co.pueblo.co.us)
- ❑ One (1) paper copy of the rezoning exhibit indicating the area to be rezoned.
- ❑ Tentative site plan showing proposed structures, uses, open spaces, facilities for parking and loading and arrangements for pedestrian and vehicular circulation.
- ❑ Proof of ownership current to within thirty (30) days of the date of application.
- ❑ Development Guide and Plan, if rezoning to PUD

Notes:

See attached documentation

5-2020

COLORADO
Department of Local Affairs
Division of Property Taxation

2025 ANNUAL REPORT for EXEMPT PROPERTY RELIGIOUS PURPOSES

1313 N. Sherman St., Rm. 419
Denver, CO 80203
Phone: 303-864-7780
TDD: 303-864-7758

Filed Online

Reply Date

File # 51-01503
Report # 03
Parcel # 1502120016
County Pueblo

1. Owner's Name and Mailing Address

AGAPE FELLOWSHIP CHURCH OF GOD
611 BROADWAY AVE
PUEBLO CO 81004

2. For Office Use Only - Do Not Write in This Space

Last Review: 1/12/2005

51

3. Legal Description of Exempt Property (If property has been transferred, please see instructions.)

LOTS 24-26 + THE SE2 LOTS 27-32 BLK 121
C C + I ADD #1 FORMERLY #15-021-20-012 + 015

Address: 611 BROADWAY AV, PUEBLO

4. Estimated Exempt Property Values:

Land	Buildings	Personal Property
$ 42,750	$ 216,700	$ 0

5. Name and Address of Contact Person

Larry Ruiz Sr.

Daytime Phone No. 719-542-1411
Email Address agapef@hotmail.com

6. Declaration of Religious Mission and Purposes

Provide a declaration of your religious mission and purposes, either by stating it here, or by attaching a copy ***to each report.*** **This is NOT the same as the uses of the property,** which should be listed in Sections 7, 8, and 9. **THIS ANNUAL REPORT WILL NOT BE ACCEPTED WITHOUT THIS WRITTEN DECLARATION.**

Our purpose and mission is to minister to our community the life giving message of Jesus Christ; to show God's unconditional love to a hopeless generation by receiving people right where they are.

7. Uses of the Property in Furtherance of Owner's Religious Mission and Purposes

For the previous calendar year, list all uses of this property beginning with the uses by the owner, which you consider in furtherance of your religious mission or purposes. All uses and users listed must be nonprofit . List both the name of the user and a brief description of the use. Do not refer to a generic attachment that lists all activities of your organization. We must be able to see how this property was specifically used. **IF PROPERTY IS NOT CURRENTLY BEING USED, PLEASE EXPLAIN.** Please state the date of last use of the property and, if applicable, indications of ongoing intent to use the property for the owner's religious mission and purposes.

Name of User (If other than Owner)	Brief Description of Use (Please be more specific than "religious purposes".)
Agape Fellowship	Worship services, bible studies and gathering for all age groups, vacation bible school, food and clothing outreach ministries, meeting and activities related to ministry.

CONTINUED ON BACK

city of PUEBLO colorado
Planning & Community Development
211 East D Street | Pueblo, Colorado 81003 | Tel 719-553-2259 | Fax 719-553-2359 | TTY 719-553-2611 | www.pueblo.us

Planning & Zoning Application

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

Contact Info

Property Owner		**Applicant**	
Name: Agape Fellowship Church of God		Name: Ron Pittmann	
Company		Company: Accord Electrical Specialist	
Address: 611 Broadway Ave	Zip: 81004	Address: 101 W. Grant Ave	Zip: 81004
Phone: (719) 542-1411		Phone: (719) 251-4277	
Email: agapef@hotmail.com		Email: ron@accordec.com	
Engineer		**Surveyor**	
Name: NA		Name: NA	
Company:		Company:	
Address:	Zip:	Address:	Zip:
Phone: ( )		Phone: ( )	
Email:		Email:	

The applicant will be the primary contact unless otherwise noted.

Property Info

Project Location: (address or general description) 611 Broadway Ave, Pueblo, CO 81004

Parcel No(s): 1502120016

Existing Zone: R-2 | Proposed Zone (if applicable): B-1

PUD Name (if applicable):

Project Scope

Project Name:

- ☐ Rearrangement of Property Boundaries:
  - # of existing lots: _____ Total acres: _____
- ☐ Overall Development Plan
- ☐ Site Plan Review: Building area: _____ sf
  - ○ HARP ○ Development Plan ○ PUD ○ Student Housing
- ☐ Special Area Plan
- ☐ Street Name Change: Existing Name: _____ Proposed Name: _____
- ☐ Subdivision: # of lots: _____ Total acres: _____
- ☐ Text Amendment
- ☐ Vacation: ○ Street ○ Alley ○ Easement ○ Other: _____
- ☑ Other: Rezone

(Continue Next Page)

(Continued from previous page)

Project Information

Provide a brief description of the proposed request:
Replace existing monument sign with new LED sign.

What is the total acreage included in the project? NA.

What is the proposed use of the property?

☐ Commercial ☐ Multi-family ☐ Residential ☐ Industrial ☑ Other

Are there any other pending or recently approved Land Use applications regarding this property? ☐ Yes ☑ No

If yes, please list:

Attachments

Attachment Checklist

The following list of attachments are required to accompany all applications:

- ☐ A. ~~CD with DWF and DWG (~~Autocad) file of all plans and drawings & a PDF of all documents submitted.
- ☑ B. Pueblo County Assessor's Property Information print out (www.co.pueblo.co.us)
- ☑ C. Additional information as required by the **P&Z Submittal Requirements Sheet.**

Terms

By signing below, the Property Owner and Applicant are representing that each understands and agrees to the following terms:

1. Authorized personnel from the City of Pueblo, are hereby granted the right to enter the subject property for the purposes of reviewing and processing the application, including Certificate of Occupancy Inspections.
2. There are no known hazards or vicious animals present on the subject property.
3. All information contained in this application, is true and accurate to the best of my knowledge.
4. The City of Pueblo is under no obligation to approve the request contained in this application. No promises of approval are conveyed with the acceptance of this application.
5. It is highly recommended that a licensed surveyor complete a property survey before any construction takes place. The property owner is responsible for any construction that takes place within the boundaries of their property. The city may require any construction built outside of the property legal boundaries or within any setbacks (by intent or error), to be removed at the owners' expense.

Signatures

Property Owner

Print Name: Pastor LARRY Ruiz Sr.

Signature: [signature] Date: 11/01/2025

Applicant, if different from Property Owner

Print Name: Ronald Pittmann

Signature: [signature] Date: 11/1/2025

Office Use Only

Zoning Compliance (Completed by City Staff)

Application checked for completeness by:	Date:	Fee Paid:

5/2020

1502120014
1502120002
1502120013
95.2 ft
150.95 ft
611 Broadway Ave, Pueblo, CO, 81004, USA
Proposal to:
Rezone from R2 Zone District to B-1 Zone District
74.65 ft
94.18 ft
94.18 ft
0 ft
Parcel 1502120016
1502120016
225.4 ft
189.59 ft
1502120011
BROADWAY AVE
Lots 22 – 26 and the Southeasterly one - half of Lots 27 – 32 inclusive, in Bock 121 in the Colorado Coal and Iron Company's Addition No. 1 to the former City of South Pueblo, now Part of the City of Pueblo, Pueblo County, Colorado.

January 23, 2026

The City Planning and Zoning Commission will hold a public hearing on a request from Ron Pittmann, Accord Electrical Specialist, for the approval of the following application:

Z-25-23 Rezone: A rezoning of 0.65 acres at 611 Broadway Ave, home to the Agape Fellowship Church, from Single-Family-Residential (R-2) to Neighborhood Business (B-1) Zone District.

The Planning and Zoning Commission meeting will be held on **February 11th, 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. If you cannot attend in-person, written testimony can be accepted up to 48 hours before the hearing date. 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 Hannah Prinzi, Planner
(719) 553-2259

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

CASE NUMBER Z-25-23

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 611 Broadway Ave. 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.

January 20, 2-2026
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Capitta

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 611 Broadway Ave. 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 Capitta

Owner	OwnerStree	OwnerCity	Own	OwnerZip
CURRENT RESIDENT	101 E ORMAN AVE	PUEBLO	CO	81004-2141
TABOR EVANGELICAL LUTHERAN CHU	102 E ORMAN AVE	PUEBLO	CO	81004-2142
CONNER MICHAEL/CONNER KATHERINE CHRISTM	102 W ADAMS AVE	PUEBLO	CO	81004-2123
DOWDY JERRY S/DOWDY PAULINE	115 E ORMAN AVE	PUEBLO	CO	81004-2141
SLOAN SHERRI LYNNE	116 E ORMAN AVE	PUEBLO	CO	81004-2142
WISEMAN DAVID AARON/WISEMAN CHRISTOPHE	118 E ADAMS AVE	PUEBLO	CO	81004-2123
SHIPPS AMBER	118 E ORMAN AVE	PUEBLO	CO	81004-2142
ROMERO DAVID A	126 E ADAMS AVE	PUEBLO	CO	81004-2123
GONZALES MATTHEW F	130 E ADAMS AVE	PUEBLO	CO	81004-2123
BOARD OF TRUSTEES OF GRACE CHRISTIAN CHUR	1595 N BOWEN DR	PUEBLO W	CO	81007-3412
CONTI SHAWN/SEUBERT ALICIA	201 E ADAMS AVE	PUEBLO	CO	81004-2124
THOMAS SCOTT AND MARGARET TRUST	2120 GALE RD	PUEBLO	CO	81006-1933
GRANT FAMILY INVESTMENTS LLC	3 BANDERA CT	PUEBLO	CO	81005-2904
SANTOS ARTHUR DWAYNE	302 WINDSOR RD	LAREDO	TX	78041-7121
SCHOOL DIST NO 60	315 W 11TH ST	PUEBLO	CO	81003-2804
KEATING SCHOOL	403 ARGYLE ST	PUEBLO	CO	81004-1012
APARICIO JORGE ALBERTO MELO	511 BROADWAY AVE	PUEBLO	CO	81004-2115
HICKMAN JOSEPH ALLEN	513 BROADWAY AVE	PUEBLO	CO	81004-2115
WELLS MIKE	519 BROADWAY AVE	PUEBLO	CO	81004-2115
CLAY DELAYNE A	610 COLORADO AVE	PUEBLO	CO	81004-2015
CHURCH OF GOD AGAPE FELLOWSHIP	611 BROADWAY AVE	PUEBLO	CO	81004-2129
GARCIA THERESA CELESTE	616 COLORADO AVE	PUEBLO	CO	81004-2015
CHURCH OF GOD AGAPE FELLOWSHIP	617 BROADWAY AVE	PUEBLO	CO	81004-2129
ORTEGA RAYMOND L / ORTEGA SHAWN	619 BROADWAY AVE	PUEBLO	CO	81004-2129
ROTH JEFFREY T/ROTH DAVID A	620 ALPINE AVE	PUEBLO	CO	81005-1703
GARCIA JEFFREY	620 COLORADO AVE	PUEBLO	CO	81004-2015
GARCIA CHRISTOPHER G/GARCIA THERESA C	624 COLORADO AVE	PUEBLO	CO	81004-2015
UNITED STEELWORKERS OF AMERICA	701 BERKLEY AVE	PUEBLO	CO	81004-1733
CITY OF PUEBLO A MUNICIPAL CORPORATION	PO BOX 1427	PUEBLO	CO	81002-1427

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: March 23, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Beritt Odom, Director Planning and Community Development

SUBJECT: AN ORDINANCE APPROVING THE VIA SUBDIVISION

SUMMARY:

The applicant is requesting to subdivide 3.21-acres into two lots to facilitate commercial development adjacent to W. Pueblo Blvd.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The subject property consists of 3.2 acres that was originally subdivided as Lot 10 in 1974 with the Lakeshore Estates No. 2 Subdivision. The western portion of the lot was developed with a Champion Xpress Car Wash in 2023, the eastern portion remains undeveloped. The property owners are seeking to re-subdivide Lot 10 into two lots, 10A and 10B, creating a separate lot for the undeveloped portion of the site. Champion Xpress Car Wash will be located on Lot 10A and Lot 10B will consist of the undeveloped eastern portion of the lot. The purpose of the subdivision is to facilitate commercial development within the eastern portion of the existing site. Access to both lots will be taken from the 70-foot-wide ingress/egress and utility easement located within the northern portion of the proposed subdivision; no access will be allowed from W. Pueblo Blvd.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their November 12, 2025, 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.

ALTERNATIVES:

If City Council does not approve this Ordinance, the site will not be subdivided which may impede development of the site.

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

RECOMMENDATION:

Approval of the Ordinance

ATTACHMENTS:

1. S-25-05 Attachments

ORDINANCE NO.

AN ORDINANCE APPROVING THE VIA SUBDIVISION

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

SECTION 1.

The final plat of the VIA Subdivision, being a subdivision of land legally described as:

Lot 10, Lakeshore Estates No. 2, County of Pueblo, Colorado as filed for record on August 7, 1974 in Book L at Page 22 as Reception No. 477943 in the office of the Pueblo County Clerk and Recorders, County of Pueblo, State of Colorado

Containing 3.21 acres, more or less.

attached hereto, is hereby approved. All dedicated streets, utility and drainage easements, rights-of-way and land set aside for public sites, parks and open spaces shown and dedicated on said plat are hereby accepted for public use

SECTION 2.

The acceptance of such dedicated streets, rights-of-way, utility and drainage easements, public sites, parks and open spaces by the City does not obligate the City to maintain or repair same until such streets, rights-of-way, utility and drainage easements, public sites, parks and open spaces have been constructed and installed in compliance and in accordance with the requirements and provisions of Chapter 4, Title XII of the Pueblo Municipal Code, as amended and any agreement entered into pursuant thereto.

SECTION 3.

Neither the adoption of this Ordinance nor the requirements imposed hereby shall create any duty or obligation of any person, firm, corporation or other entity with regard to the enforcement or nonenforcement of this Ordinance or the City's Subdivision Ordinances and regulations. No person, firm, corporation or other entity shall have any private right of action, claim or demand against the City or its officers, employees or agents, for any injury, damage or liability arising out of or in any way connected with the adoption, enforcement, or nonenforcement of this Ordinance or the Subdivision Ordinance and Regulations of the City, or the engineering, surveying, drainage improvement or other work or improvements required thereby. Nothing in this Ordinance or in the City's subdivision Ordinances and regulations shall create or be construed to create any claim, demand or liability against the City or its officers, employees or agents, or to waive any of the immunities, limitations on liability, or other provisions of the Colorado Governmental Immunity Act, Section 24-l0-l0l, et seq. Colorado Revised Statutes, or to waive any immunities or limitations on liability otherwise available to the City or its officers, employees or agents.

SECTION 4.

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

SECTION 5.

This Ordinance shall be approved upon final passage but shall not become effective until: (a) all information, documents, drawings, profiles, and plat required by Chapter 4 of Title XII of the Pueblo Municipal Code meeting and complying with the subdivision requirements of the City with such modifications, if any, approved by City Council, have been filed with and approved by the Director of Public Works, and (b) the final subdivision plat is recorded in the office of the Pueblo County Clerk and Recorder. If any such filings and approvals have been deferred pursuant to Section 12-4-5(b)(2) of the Pueblo Municipal Code and are not for any reason filed and approved within one (1) year after final passage of this Ordinance, or within any extended period granted by Resolution of the City Council, this Ordinance shall automatically be rescinded and repealed thirty (30) days after written notice of such rescission and repeal is given to the Subdivider. No vested rights shall accrue to the subdivision or be acquired until this Ordinance becomes effective.

SECTION 6.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____
_____
_____
_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

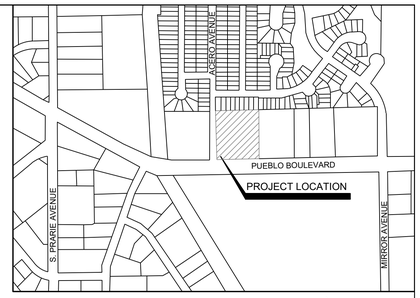
_____
President of City Council

ATTEST

_____
City Clerk

VIA SUBDIVISION

A REPLAT OF LOT 10 OF LAKESHORE FILING NO. 2, BEING A PORTION OF THE WEST HALF OF SECTION 14, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M. CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO



VICINITY MAP
(NOT TO SCALE)

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, being all of the Owner(s), Mortgagee(s) and Lienholder(s) of certain lands in the town of Pueblo, Pueblo County, Colorado, described as follows:

PROPERTY DESCRIPTION:
A parcel of land located in a portion of the West 1/2 of Section 14, Township 21 South, Range 65 West of the 6th P.M. in the City of Pueblo, County of Pueblo, and State of Colorado, being more particularly described as follows:

Lot 10, Lakeshore Estates No. 2, County of Pueblo, Colorado as filed for record on August 7, 1974 in Book L at Page 22 as Reception No. 477943 in the office of the Pueblo County Clerk and Recorders, County of Pueblo, State of Colorado.

Containing 3.21 acres, more or less

HEREBY REQUEST: A Final Plat according to the Code of Ordinances of the City of Pueblo, to create Lots 10A & 10B, VIA Subdivision, containing a calculated area of 3.21 acres, more or less.

LOT 10A
Beginning at the Northwest Corner of Lot 10, Lakeshore Estates, Filing No. 2, City of Pueblo, County of Pueblo, Colorado as filed for record on August 7,1974 in Book L, Page 22 as Reception No.477943 in the Office of the Pueblo County Clerk and Recorder; thence
N 88°11'23" E 241.17 feet; thence
S 10°40'50" W 110.02 feet; thence
S 01°50'04" E 292.57 feet; thence
S 88°09'56" W 227.42 feet; thence
N 00°23'22" W 400.21 feet to the point of beginning, containing 2.08 acres.

LOT 10B
Beginning at the Northeast Corner of Lot 10, Lakeshore Estates, Filing No. 2, City of Pueblo, County of Pueblo, Colorado as filed for record on August 7,1974 in Book L, Page 22 as Reception No.477943 in the Office of the Pueblo County Clerk and Recorder; thence
S 01°49'12" E 399.94 feet; thence
S 88°09'56" W 126.40 feet; thence
N 01°50'04" W 292.57 feet; thence
N 10°40'50" E 110.02 feet; thence
N 88°11'23" E 102.66 feet to the point of beginning, containing 1.13 acres.

By: _____ Date: _____
Derrick Merchant, Manager
VIA Real Estate, LLC
a Wyoming limited liability company

STATE OF TEXAS)
COUNTY OF LUBBOCK) SS

The foregoing instrument was acknowledged before me by Derrick Merchant, Manager of VIA Real Estate, LLC, a Wyoming limited liability company this _____ day of _____, 2025.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

_____
COMMISSION EXPIRATION

By: _____ Date: _____
Chris Sharp
Senior Vice President
Western Bank

STATE OF TEXAS)
COUNTY OF LUBBOCK) SS

The foregoing instrument was acknowledged before me by Chris Sharp, Senior Vice President of Western Bank this _____ day of _____, 2025.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

_____
COMMISSION EXPIRATION

IMPROVEMENTS CERTIFICATION:

THIS IS TO CERTIFY THAT THE SUBDIVIDER HAS COMPLIED WITH ALTERNATE NO. _____ OF SECTION 12-4-7(J)(1) AND WITH SECTION 12-4-5(b), OF THE 1971 CODE OF ORDINANCES, CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

_____
DIRECTOR OF PUBLIC WORKS DATE

PLANNING COMMISSION CERTIFICATION:

THIS IS TO CERTIFY THAT THIS SUBDIVISION WAS APPROVED BY THE PLANNING COMMISSION OF THE CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

_____
CHAIRPERSON PLANNING COMMISSION DATE

APPROVAL FOR RECORDING:

APPROVED BY CITY COUNCIL OF PUEBLO, COLORADO BY ORDINANCE NO. _____ THIS IS TO CERTIFY THAT THE PLAT OF VIA SUBDIVISION HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE PUEBLO COUNTY CLERK AND RECORDER OF PUEBLO COUNTY, COLORADO.

_____
DATE CITY CLERK

DRAINAGE FACILITY STATEMENT:

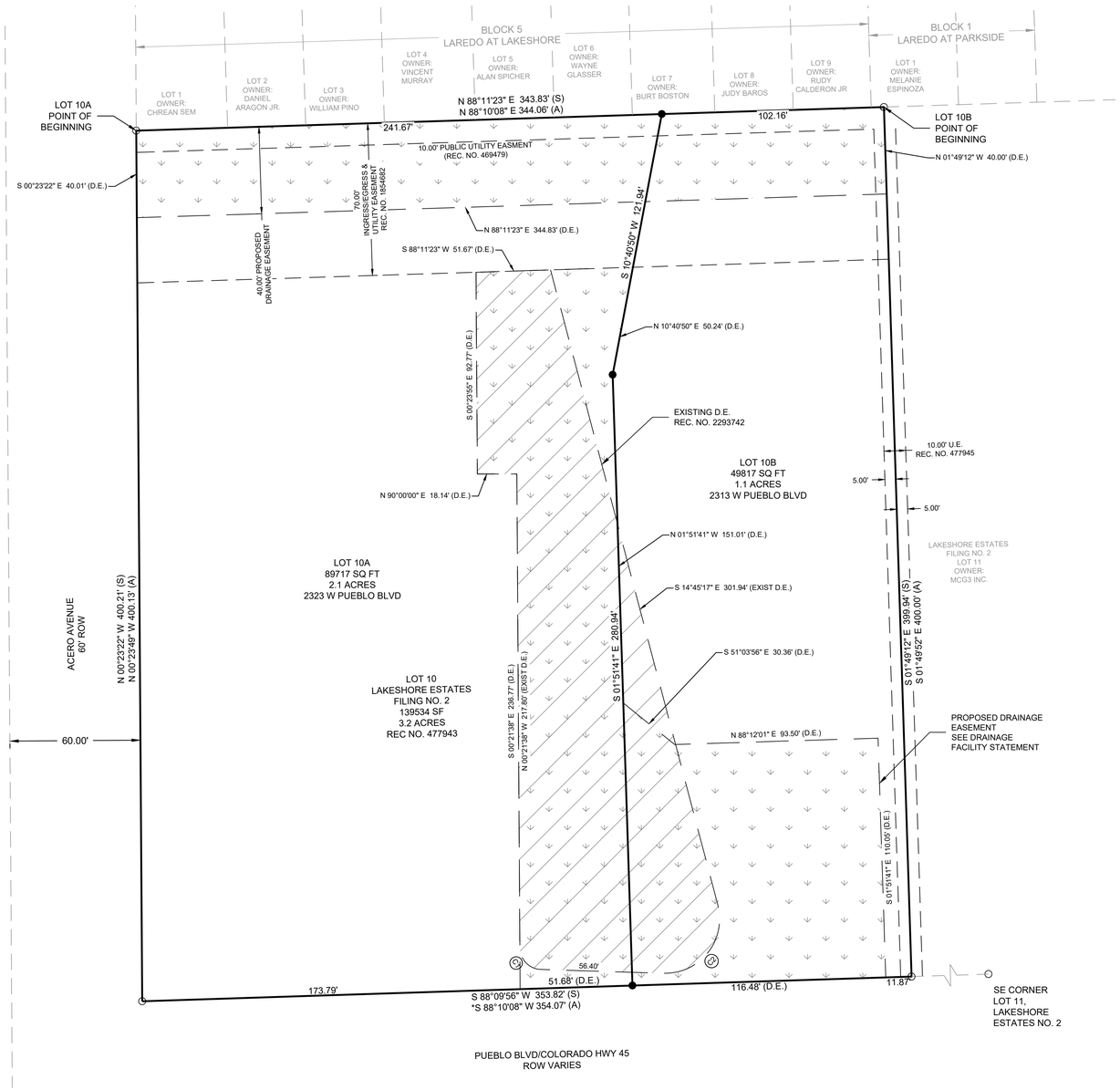
DRAINAGE FACILITIES LOCATED WITHIN DRAINAGE EASEMENTS SHOWN HEREON SHALL BE INSTALLED, REPAIRED, AND MAINTAINED IN GOOD WORKING ORDER AND CONDITION BY THE OWNERS OF ALL LOTS WITHIN THE SUBDIVISION. THE CITY OF PUEBLO IS HEREBY GRANTED THE RIGHT BUT NOT THE OBLIGATION IN ITS DISCRETION TO MAINTAIN, REPAIR, OR REPLACE THE DRAINAGE FACILITIES WITHIN SUCH EASEMENTS AND TO RECOVER THE COSTS THEREOF, PLUS ADMINISTRATIVE EXPENSES FROM SAID OWNER(S). ALL DRAINAGE EASEMENTS SHALL BE FURTHER SUBJECT TO THE STORMWATER FACILITY MAINTENANCE AGREEMENT DATED _____ AND FILED CONTEMPORANEOUSLY WITH THE ANNEXED PLAT.

SURVEYOR'S CERTIFICATION:

The undersigned Registered Land Surveyor in the State of Colorado hereby states that the accompanying plat was surveyed and drawn to normal standards and care of a Professional Land Surveyor practicing in the State of Colorado. The survey was performed and plat prepared under his supervision and accurately shows the described tract of land and subdivision thereof, and the requirements of Title 38 of the Colorado Revised Statutes, 1973, as amended, have been met to the best of his knowledge, information and belief, and monuments exist as shown hereon.

_____
Tim Sloan, Professional Land Surveyor
State of Colorado, No. #38374

COLORADO LICENSED TIM SLOAN 38374 PROFESSIONAL LAND SURVEYOR



NOTES:

1. THE PURPOSE OF THIS PLAT IS TO SPLIT ONE PLATTED LOT INTO TWO PLATTED LOTS.
2. STEWART TITLE COMPANY DBA EMPIRE TITLE, A DIVISION OF STEWART COMMITMENT 2613755-IO, WITH A COMMITMENT DATE OF MAY 13, 2025 WAS ENTIRELY RELIED UPON FOR RECORDED INFORMATION REGARDING RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES IN THE PREPARATION OF THIS REPLAT. THE PROPERTY SHOWN AND DESCRIBED HEREON IS ALL OF THE PROPERTY DESCRIBED IN SAID TITLE COMMITMENT.
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4. LINEAL UNITS USED ARE U.S. SURVEY FEET.
5. BASIS OF BEARINGS: ASSUMING THE NORTH RIGHT-OF-WAY LINE OF COLORADO HIGHWAY 45, AS MONUMENTED BY A NO. 4 REBAR WITH AN ILLEGIBLE 1 INCH YELLOW PLASTIC CAP AT THE SOUTHEAST CORNER OF LOT 11, LAKESHORE ESTATES NO. 2 AND A NO. 4 REBAR WITH AN ILLEGIBLE 1 INCH YELLOW PLASTIC CAP AT THE SOUTHWEST CORNER OF LOT 10 OF SAID LAKESHORE ESTATES NO. 2 TO BEAR SOUTH 88°10'08" WEST, BEING A GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983/2007, A DISTANCE OF 638.11 FEET WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.
6. SUBJECT PROPERTY CONTAINS 139534 SQ.FT. OR 3.21 ACRES, AS SURVEYED.
7. HORIZONTAL DATUM: COLORADO STATE PLANE GRID COORDINATES, SOUTH ZONE, NAD 1983. SCALE POINT = N: 1566603.261; E: 3247289.170. SCALE FACTOR = 0.999967971, COMBINED SCALE FACTOR = 0.999739723.
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LEGEND

- O Monument Found (1/2" Rebar), Origin: Lakeshore Estates No. 2
- * Assumed Bearing
- (A) ALTA Dimension by Baseline Corporation dated 4-14-2022
- (S) Surveyed Dimension
- U.E. Utility Easement
- T.E. Temporary Easement
- D.E. Drainage Easement
- Existing Drainage Easement Hatch
- Proposed Drainage Easement Hatch

NORTH

40' 20' 0' 40'
SCALE: 1" = 40'

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Drawn By:JAM Project # 2502-0037 TAC-01

OCTOBER 2025

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, November 12, 2025 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:30 with Chairman Mike Castellucci presiding.

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

Commissioners Absent:

Staff Members Present*:* Laura Portis, Assistant City Attorney; Beritt Odom, Director of Planning and Community Development; Wade Broadhead, Senior Planner, Mikaylin Hackley, Planner; Hannah Prinzi, Planner; and Riane Ledford, Planner, Cindy Capritta, Land Use Tech – Zoom.

Staff Members Absent: None

Approval of the Agenda: Bailey moved to approve the agenda, seconded by Avalos.

Motion Passed: 7-0.

Public Hearing:

S-25-05 Subdivision: VIA Subdivision, a subdivision of 3.21 acres into two commercial lots, generally located north of W. Pueblo Blvd. and west of Mirror Ave. Staff report by Beritt Odom, Planning Director.

Hearing: Applicant Eric Maxwell was sworn in and spoke in favor of the application, no one appeared in opposition of the subdivision application.

Commission Action: Bailey moved to recommend the subdivision application with one staff condition be completed on the Plat prior to forwarding to City Council for approval, seconded by Boston.

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: S-25-05 VIA Subdivision

DATE: February 19, 2026

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

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

James Salazar

S-25-05

TO:	City of Pueblo, Planning and Zoning Commission
FROM:	Beritt Odom, Director of Planning and Community Development
DATE:	November 12, 2025
SUBJECT:	VIA Subdivision
APPLICANT:	Brett Louk, SMH Consultants
PROPERTY OWNER:	VIA Real Estate, LLC
LOCATION:	3.2 acres generally located east of Acero Ave. and north of W. Pueblo Blvd.
EXISTING ZONE:	B-3, Highway Arterial Business District
CONCURRENT REQUESTS:	None

REQUEST:
The property owners are requesting to re-subdivide Lot 10 Lakeshore Estates No. 2, into two lots to facilitate commercial development adjacent to W. Pueblo Blvd.

BACKGROUND AND ANALYSIS:
The subject property consists of 3.2 acres that was originally subdivided as Lot 10 in 1974 with the Lakeshore Estates No. 2 Subdivision. The western portion of the lot was developed with a Champion Xpress Car Wash in 2023, the eastern portion remains undeveloped. The property owners are seeking to re-subdivide Lot 10 into two lots, 10A and 10B, creating a separate lot for the undeveloped portion of the site. Champion Xpress Car Wash will be located on Lot 10A and Lot 10B will consist of the undeveloped eastern portion of the lot. The purpose of the subdivision is to facilitate commercial development within the eastern portion of the existing site. Access to both lots will be taken from the 70-foot-wide ingress/egress and utility easement located within the northern portion of the proposed subdivision; no access will be allowed from W. Pueblo Blvd.

APPLICABLE REGULATIONS:
Sec. 17-4-1 through 6 of the Pueblo Municipal Code (PMC) concerning zone district regulations; Sec. 12-4-6(b)(1) through (3) concerning the necessary information and supporting documents to be submitted for review and required drawing to be recorded; and Sec. 12-4-7 concerning the minimum standards for all subdivisions.

ANALYSIS:
The proposed Subdivision conforms with the applicable Municipal Codes.

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

Requests for Modifications to Requirements:	Not applicable

Request for Deferred Filings	Request for Deferred Filings: The Subdivision Review Committee has no objection to the Request for Deferred Filings, SRC Memo, November 5, 2025.
Plat Deficiencies:	Not Applicable
Conditions of Approval: (Unless otherwise noted, all conditions of approval must be completed prior to the case being scheduled for City Council hearing.)	The Stormwater Department is requesting the following staff condition: The following dedication must be added to the subdivision plat prior to City Council Review: "EASEMENTS SHOWN HERON FOR DRAINAGE ARE HEREBY DEDICATED TO THE CITY OF PUEBLO, COLORADO FOR PERPETUAL USE OF THE PUBLIC."
Other:	Stormwater approved a variance from Sec. 9.6., Table 9-2 of the 2023 Pueblo DCM that requires a minimum cover of 3 feet on November 5, 2025.

PLANNING AND COMMUNITY DEVELOPMENT COMMENTS

CHARACTER AND COMPATIBILITY:

- **Site Character:**
  The western 2.1 acres of the site is developed with a Champion Xpress Car Wash, proposed Lot 10A, the eastern 1.1 acres is currently undeveloped, proposed Lot 10B.

- **Neighborhood Compatibility:**

North	R-5, Multiple Residential and Office District, developed with single-family residences.
East	B-3, Highway and Arterial Business District, Culver's Restaurant.
South	B-3, Highway and Arterial Business District, unimproved land.
West	B-3, Highway and Arterial Business District, Kaiser Permanente Acero Medical Offices.

- **Comprehensive Plan Compliance:**
  The Pueblo Regional Comprehensive Plan, 2022, designates the subdivision site as a Commercial Mixed-Use Future Land Use Designation.

  According to the Comprehensive Plan, Commercial Mixed-Use land uses consist primarily of large-format retail, personal services, offices, and entertainment. Supporting land uses include multi-family residential and other supporting services. According to the Comprehensive Plan, a mix of commercial, employment, and service-oriented uses that serve adjacent neighborhoods and the broader regional are optimal developments. Infill and redevelopment are encouraged to revitalize underutilized areas.

  The proposed subdivision will facilitate the development of another commercial use on the eastern portion of the large lot that is currently underutilized and not improved, which is congruent with Comprehensive Plan's goal for commercial infill development and revitalizing an underutilized area.

ABILITY TO COMPLY WITH THE ZONE DISTRICT REGULATIONS:

- **Minimum lot size and width:**
  B-3 Highway and Arterial Business District:
  - Minimum Lot Width:
    - Required, 50-feet
    - The proposed Lot 10A has 116.46-feet of frontage along W. Pueblo Blvd.
    - The proposed Lot 10B has 173.79-feet of frontage along W. Pueblo Blvd.
  - Minimum Lot Area:
    - Required, 5,000 sq. ft.
    - The proposed Lot 10A has 89,717 sq. ft.
    - The proposed Lot 10B has 49,817 sq. ft.

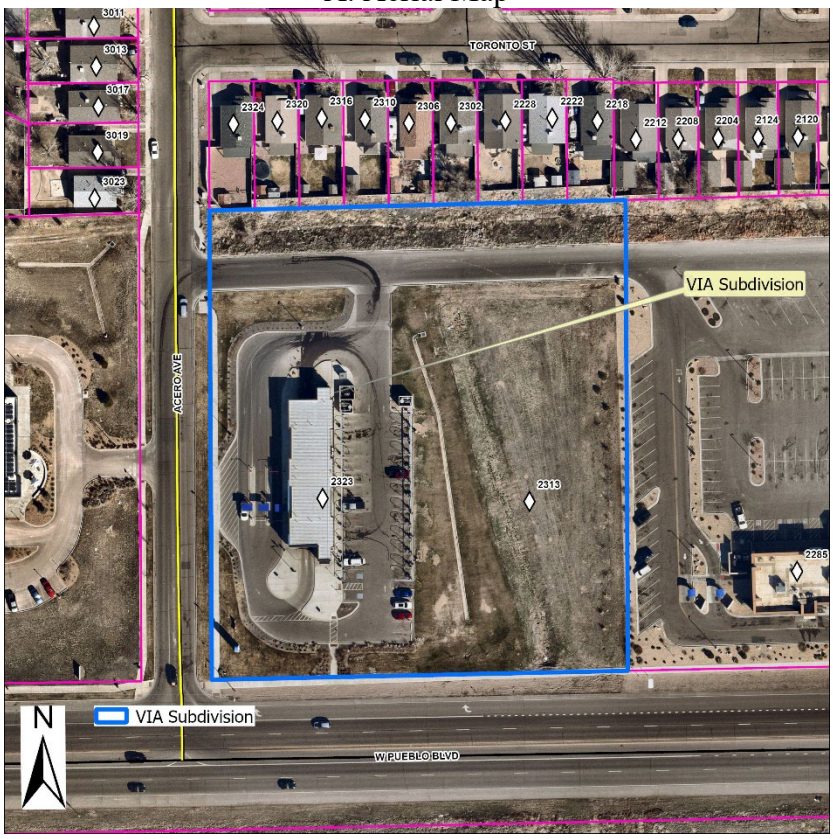
REFERRAL AGENCIES AND COMMENTS:

- City Public Works-no comment
- City Transportation-no comment
- Pueblo Regional Building Department-no comment
- City Fire Department-no comment
- Pueblo Board of Water Works-no comment
- City Wastewater-no comment
- City Stormwater-comments addressed in conditions
- City Parks and Recreation Department-no comment
- City GIS-no comment
- Xcel Energy-no comment
- Black Hills Energy-no comment
- CDOT-see attached letter from Michelle Regalado, Assistant Access Manager, September 26, 2025. Planning did not receive correspondence from CDOT regarding the 3rd subdivision submittal.

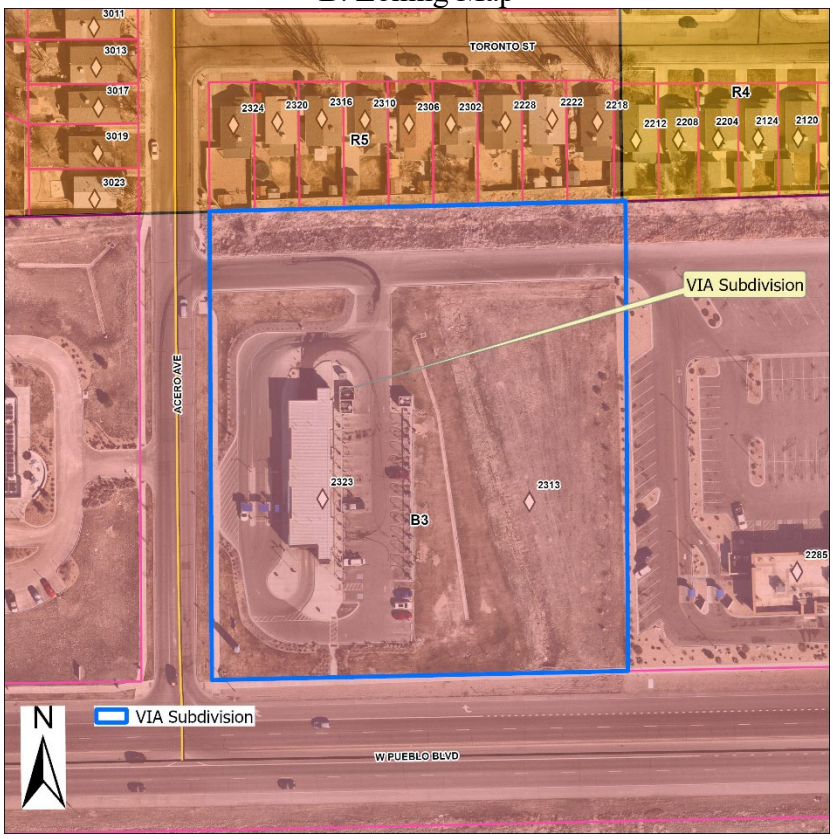
ATTACHMENTS:

A. Aerial Photograph
B. Zoning Map
C. Comprehensive Plan Map
D. SRC Memo November 5, 2025
E. Plat
F. Subdivision Application
G. Stormwater Utility Memo, Noah Stamm, Stormwater Coordinator
H. Variance Application Form, City of Pueblo Stormwater Utility
I. CDOT 2nd Submittal letter from Michelle Regalado, Assistant Access Manager, September 25, 2025.

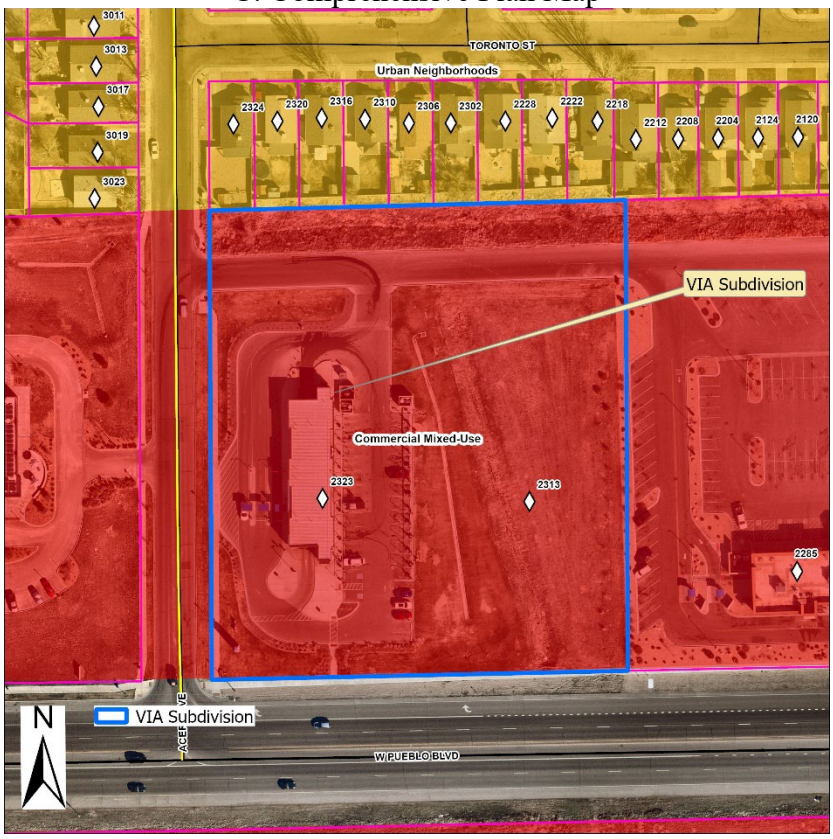
A. Aerial Map



B. Zoning Map



C. Comprehensive Plan Map



MEMORANDUM

To: Planning and Zoning Commission

From: Subdivision Review Committee

Date: November 5, 2025

Subject: S-25-05 VIA Subdivision

S-25-05

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

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

Requests for Modifications to Requirements:	Not applicable
Request for Deferred Filings	Request for Deferred Filings: The Subdivision Review Committee has no objection to the Request for Deferred Filings, SRC Memo, November 5, 2025.
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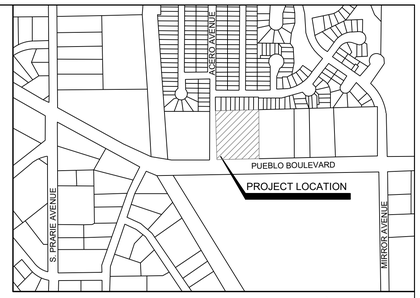
Other:	Stormwater approved a variance from Sec. 9.6., Table 9-2 of the 2023 Pueblo DCM that requires a minimum cover of 3 feet on November 5, 2025.

VIA SUBDIVISION

A REPLAT OF LOT 10 OF LAKESHORE FILING NO. 2, BEING A PORTION OF THE WEST HALF OF SECTION 14, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M. CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO



VICINITY MAP
(NOT TO SCALE)

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, being all of the Owner(s), Mortgagee(s) and Lienholder(s) of certain lands in the town of Pueblo, Pueblo County, Colorado, described as follows:

PROPERTY DESCRIPTION:
A parcel of land located in a portion of the West 1/2 of Section 14, Township 21 South, Range 65 West of the 6th P.M. in the City of Pueblo, County of Pueblo, and State of Colorado, being more particularly described as follows:

Lot 10, Lakeshore Estates No. 2, County of Pueblo, Colorado as filed for record on August 7, 1974 in Book L at Page 22 as Reception No. 477943 in the office of the Pueblo County Clerk and Recorders, County of Pueblo, State of Colorado.

Containing 3.21 acres, more or less

HEREBY REQUEST: A Final Plat according to the Code of Ordinances of the City of Pueblo, to create Lots 10A & 10B, VIA Subdivision, containing a calculated area of 3.21 acres, more or less.

LOT 10A
Beginning at the Northwest Corner of Lot 10, Lakeshore Estates, Filing No. 2, City of Pueblo, County of Pueblo, Colorado as filed for record on August 7,1974 in Book L, Page 22 as Reception No.477943 in the Office of the Pueblo County Clerk and Recorder; thence
N 88°11'23" E 241.17 feet; thence
S 10°40'50" W 110.02 feet; thence
S 01°50'04" E 292.57 feet; thence
S 88°09'56" W 227.42 feet; thence
N 00°23'22" W 400.21 feet to the point of beginning, containing 2.08 acres.

LOT 10B
Beginning at the Northeast Corner of Lot 10, Lakeshore Estates, Filing No. 2, City of Pueblo, County of Pueblo, Colorado as filed for record on August 7,1974 in Book L, Page 22 as Reception No.477943 in the Office of the Pueblo County Clerk and Recorder; thence
S 01°49'12" E 399.94 feet; thence
S 88°09'56" W 126.40 feet; thence
N 01°50'04" W 292.57 feet; thence
N 10°40'50" E 110.02 feet; thence
N 88°11'23" E 102.66 feet to the point of beginning, containing 1.13 acres.

By: _____ Date: _____
Derrick Merchant, Manager
VIA Real Estate, LLC
a Wyoming limited liability company

STATE OF TEXAS)
COUNTY OF LUBBOCK) SS

The foregoing instrument was acknowledged before me by Derrick Merchant, Manager of VIA Real Estate, LLC, a Wyoming limited liability company this _____ day of _____, 2025.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

_____
COMMISSION EXPIRATION

By: _____ Date: _____
Chris Sharp
Senior Vice President
Western Bank

STATE OF TEXAS)
COUNTY OF LUBBOCK) SS

The foregoing instrument was acknowledged before me by Chris Sharp, Senior Vice President of Western Bank this _____ day of _____, 2025.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

_____
COMMISSION EXPIRATION

IMPROVEMENTS CERTIFICATION:

THIS IS TO CERTIFY THAT THE SUBDIVIDER HAS COMPLIED WITH ALTERNATE NO. _____ OF SECTION 12-4-7(J)(1) AND WITH SECTION 12-4-5(b), OF THE 1971 CODE OF ORDINANCES, CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

_____
DIRECTOR OF PUBLIC WORKS DATE

PLANNING COMMISSION CERTIFICATION:

THIS IS TO CERTIFY THAT THIS SUBDIVISION WAS APPROVED BY THE PLANNING COMMISSION OF THE CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

_____
CHAIRPERSON PLANNING COMMISSION DATE

APPROVAL FOR RECORDING:

APPROVED BY CITY COUNCIL OF PUEBLO, COLORADO BY ORDINANCE NO. _____ THIS IS TO CERTIFY THAT THE PLAT OF VIA SUBDIVISION HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE PUEBLO COUNTY CLERK AND RECORDER OF PUEBLO COUNTY, COLORADO.

_____
DATE CITY CLERK

DRAINAGE FACILITY STATEMENT:

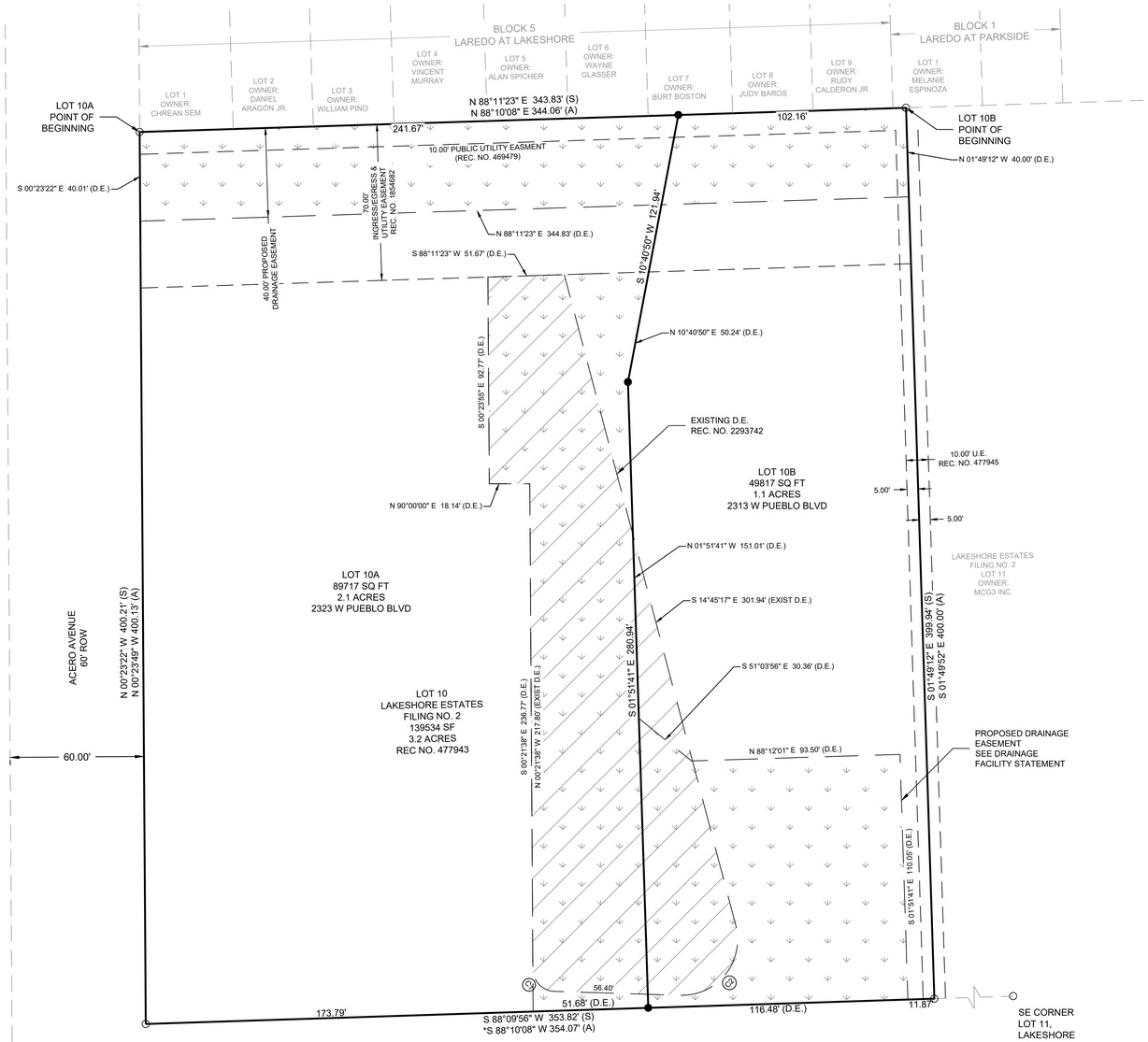
DRAINAGE FACILITIES LOCATED WITHIN DRAINAGE EASEMENTS SHOWN HEREON SHALL BE INSTALLED, REPAIRED, AND MAINTAINED IN GOOD WORKING ORDER AND CONDITION BY THE OWNERS OF ALL LOTS WITHIN THE SUBDIVISION. THE CITY OF PUEBLO IS HEREBY GRANTED THE RIGHT BUT NOT THE OBLIGATION IN ITS DISCRETION TO MAINTAIN, REPAIR, OR REPLACE THE DRAINAGE FACILITIES WITHIN SUCH EASEMENTS AND TO RECOVER THE COSTS THEREOF, PLUS ADMINISTRATIVE EXPENSES FROM SAID OWNER(S). ALL DRAINAGE EASEMENTS SHALL BE FURTHER SUBJECT TO THE STORMWATER FACILITY MAINTENANCE AGREEMENT DATED _____ AND FILED CONTEMPORANEOUSLY WITH THE ANNEXED PLAT.

SURVEYOR'S CERTIFICATION:

The undersigned Registered Land Surveyor in the State of Colorado hereby states that the accompanying plat was surveyed and drawn to normal standards and care of a Professional Land Surveyor practicing in the State of Colorado. The survey was performed and plat prepared under his supervision and accurately shows the described tract of land and subdivision thereof, and the requirements of Title 38 of the Colorado Revised Statutes, 1973, as amended, have been met to the best of his knowledge, information and belief, and monuments exist as shown hereon.

_____
Tim Sloan, Professional Land Surveyor
State of Colorado, No. #38374

COLORADO LICENSED
TIM SLOAN
38374
PROFESSIONAL LAND SURVEYOR



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SCALE: 1" = 40'

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Drawn By:JAM Project # 2502-0037 TAC-01

OCTOBER 2025

Case No. _____

SUBDIVISION APPLICATION

Attachments: Subdivision Submittal Checklist - Part I ☐

Subdivision Submittal Checklist - Part II ☐

DATE OF APPLICATION: 5/9/2025		
SUBDIVISION NAME: Lakeshore Estates, Filing No. 2		
PROPERTY OWNER: VIA Real Estate, LLC		
ADDRESS: 2323 W. Pueblo Blvd.		
TELEPHONE: 806-368-7843	**FAX:**	**E-MAIL:** derrick@7bdev.com
SUBDIVIDER (if different than property owner):		
ADDRESS:		
TELEPHONE:	**FAX:**	**E-MAIL:**
ENGINEERING FIRM: SMH Consultants		
ADDRESS: 620 N. Tejon, Ste. 201, Colorado Springs, CO 80903		
TELEPHONE: 719-465-2145	**FAX:**	**E-MAIL** blouk@smhconsultants.com
PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE: Brett Louk		**P.E. #** 55474
SURVEYING FIRM: SMH Consultants		
ADDRESS: 620 N. Tejon, Ste. 201, Colorado Springs, CO 80903		
TELEPHONE: 719-465-2145	**FAX:**	**E-MAIL:**
PROFESSIONAL LAND SURVEYOR IN RESPONSIBLE CHARGE: Tim Sloan		**P.L.S. #** 38374

A Master Development Plan must be approved by the Planning & Zoning Commission prior to the submission of a subdivision plat for any tract of land that constitutes a part of a larger tract of land owned or controlled by the Subdivider 12-4-5 (a)(1) Municipal Code.

If the proposed subdivision includes a Special Area Plan, the applicant must meet with the Subdivision Review Committee prior to submittal of an application for Subdivision.

I hereby certify that I am the owner or acting as agent for the owner pursuant to a valid Power of Attorney from the owner of the property affected by this application for subdivision, that the information contained in the application documents is true and correct to the best of my knowledge, and that the professional consultants identified herein are hereby authorized to act on my behalf on all matters within their technical discipline pertaining to this application.

_____

Property Owner/Agent

DPW 123 11/02

Kurt Patrick, P.E.
Director of Stormwater

Noah Stamm
Stormwater Coordinator

211 E. "D" Street
Pueblo, CO 81003

Phone (719) 553-2899
Fax (719) 553-2294

Stormwater Utility

MEMO

TO: Beritt Odom, Director of Planning

FROM: Noah Stamm, Stormwater Coordinator

DATE: November 5, 2025

SUBJECT: S-25-05 VIA Subdivision 3rd submittal review

This memo is intended to serve as the Stormwater Utility's review of the referenced project submittal. Please forward to the applicant's representative.

Color Code: Black = July 25 comments
Blue = September 26 comments
Red = November 5 comments
(~~Crossed out items~~ indicate they have been addressed.)

Part I

1. See 1st redlined Plat. See 2nd redlined Plat. Plat is approved with condition the following statement is added per City Legal department request: "EASEMENTS SHOWN HEREON FOR DRAINAGE ARE HEREBY DEDICATED TO THE CITY OF PUEBLO, COLORADO FOR PERPETUAL USE OF THE PUBLIC."

2. ~~Provide a Stormwater Facility Maintenance Agreement per Pueblo Municipal Code 16.12.10.d. Fillable forms and guidance documents can be found here: https://www.pueblo.us/2883/Forms. Since the detention facility will be shared between the two lots there will only be 1 SFMA. SFMA submitted needs updated with correct legal descriptions (there is not a lot 10A or 10B in Lakeshore Estates No. 3 update to VIA Subdivision). Also reach out to our GIS department (Eric Clay or Debbie Romines) to acquire what the address would be for lot 10B. Once corrected sign and execute the documents and submit for legal review. Approved, originals will be needed with plat in Part II.~~

3. ~~Provide a Supplemental map as required by the subdivision check list.~~

4. ~~See 1st redlined Drainage Report. See 2nd redlined Drainage Report. Preliminary drainage report approved. See 3rd redlined drainage report (one minor comment is drainage report can be addressed in Part II).~~

5. ~~Submit variances using City of Pueblo's Standard variance form. (Emailed to Brett on 9/26/25). Variances are approved. Signed copies have been provided. Please append these in the back of the Final Drainage Report.~~

Part II

6. Provide revegetation and slope stabilization methods including planned seed mix.

7. Provide a project benchmark.

8. ~~Provide an Erosion and Sediment Control Plan (ESCP) in accordance with "Erosion and Sediment Control Plan Guidance" found in Appendix C in the City of *Pueblo Drainage Criteria Manual April 2023* if total land disturbance is between **1000 sf – 1 acre** or Provide a Stormwater Management Plan (SWMP) in accordance with "Stormwater Management Plan Guidance" found in Appendix D if total land disturbance is greater than **1 acre** or part of a larger common development. This can be provided at time of commercial application.~~

9. All cut and fill slopes must comply with *City of Pueblo Drainage Criteria Manual April 2023* (Max 4H:1V).

10. Tracer wire is required on all stormwater pipes per Senate Bill 18-167. The bill requires that all new underground facilities, including laterals up to the structure or building being served, installed on or after August 8, 2018, must be electronically locatable when installed per section 9-1.5-103(10), C.R.S. Please add the details, provided on the City of Pueblo's website to the construction documents. https://www.pueblo.us/475/2023-Construction-Standards

11. Show tracer wire access box locations and show symbol in legend.

12. Add this note on plans: **All stormwater facilities and BMPs located in City ROWs or tying into City stormwater system need to be inspected by City Stormwater personnel. Please contact inspector before construction. 719-553-2291 or 719-553-2285.**

13. After final approval of plans, provide an electronic copy of the Final Drainage Report and Drainage Plan, stamped, and signed by Engineer.

14. Slag may not be shown on the plans, but we include this note, so everyone is aware it is not allowed. Slag is not an acceptable material for parking or driving areas due to its toxic composition per The Colorado Department of Health and Environment Water Quality Division. It is not allowed anywhere on site.

15. Part II drawings will be limited to pond improvement plans and storm pipe extension P&P.

16. Provide a comment response to this memo.

VARIANCE APPLICATION FORM
CITY OF PUEBLO STORMWATER UTILITY

211 East "D" Street, Pueblo, CO 81033
Email: stormwater@pueblo.us
Phone: 719-553-2899

Applicant Information		
Name: Brett Louk		Phone: (719) 465-2145
Company: SMH Consultants		Email: blouk@smhconsultants.com
Address: 620 N. Tejon St., Ste. 201		
City: Colorado Springs	State: CO	Zip Code: 80903

Property Owner Information
Owner Name: VIA Real Estate, LLC
Property Address: 2323 W. Pueblo Blvd.

Variance Request Description

Please describe the variance request and the applicable section of the City of Pueblo Drainage Criteria Manual:

(VARIANCE REQUEST #1)

A request for a variance from Sec. 13.8.7 (Low Flow Channel Requirements for Extended Detention Basins) of the 2023 Pueblo DCM that requires a minimum 0.40% slope.

Basis for Variance Request

Please provide a basis for the variance request. Attach calculations, references, or other documentation if needed.

(VARIANCE REQUEST #1)

Due to the existing flowline elevations of the culverts on the south and north sides of the property, the minimum 0.4% concrete channel slope cannot be met. The culvert on the southern side of the property has an outfall elevation of approximately 4831.30, while the culvert on the northern end of the property has an invert at an elevation of 4830.34. These culverts are approximately 300 feet away from each other, and we cannot tie into both without providing a slope less than 0.40%. The proposed slope of the concrete trickle channel is 0.16%. The only adverse impact from the proposed variance is sediment could settle out and accumulate in the trickle channel. To prevent this, regular cleaning of the trickle channel will be required and is already required through the provided detention maintenance agreement. There are no anticipated adverse impacts of the proposed variance on major drainageways and downstream public and private drainage facilities and properties.

For Stormwater Utility Staff Use		
Variance Request Date Received: 11/5/25	Reviewed By: [signature]	
(Variance Approved)	Variance Not Approved	Date: 11/5/25
Comment:		

VARIANCE APPLICATION FORM
CITY OF PUEBLO STORMWATER UTILITY

211 East "D" Street, Pueblo, CO 81033
Email: stormwater@pueblo.us
Phone: 719-553-2899

Applicant Information		
Name: Brett Louk	Phone: (719) 465-2145	
Company: SMH Consultants	Email: blouk@smhconsultants.com	
Address: 620 N. Tejon St., Ste. 201		
City: Colorado Springs	State: CO	Zip Code: 80903

Property Owner Information
Owner Name: VIA Real Estate, LLC
Property Address: 2323 W. Pueblo Blvd.

Variance Request Description

Please describe the variance request and the applicable section of the City of Pueblo Drainage Criteria Manual:

(VARIANCE REQUEST #2)

A request for a variance from Sec 9.3 of the 2023 Pueblo DCM that requires storm drains to be designed with a minimum slope of 0.5% that generates a minimum velocity of 3 feet/second at half-full conditions.

Basis for Variance Request

Please provide a basis for the variance request. Attach calculations, references, or other documentation if needed.

(VARIANCE REQUEST #2)

Due to the existing flowline elevations of the culverts on the south and north sides of the property, the minimum 0.5% storm drain slope cannot be met for proposed pipe P1. Proposed pipe P1 will be connected to the culvert on the south end of the property, to redirect the culvert's outfall to within the detention pond. In order to maintain site conveyance of public runoff, the detention pond must have positive drainage from the south end of the site to the north end. In order to achieve this, proposed pipe P1 must have a slope of approximately 0.27%. The pipe will be 36", and has been sized to pass the 100-year event. In half-full conditions, the pipe generates a velocity of approximately 4.91 feet/second. Not approving the variance would require one, or both, of the existing culverts on the north and south side of the property to be removed and replaced. This would require removal and replacement of portions of two streets; Beulah Avenue on the north side, and W. Pueblo Boulevard on the south side. The only adverse impact from the proposed variance is sediment could settle out and accumulate in the new proposed storm drain. To prevent this, regular cleaning of the storm drain would be required.

For Stormwater Utility Staff Use		
Variance Request Date Received: 11/5/25	Reviewed By: TL	
(Variance Approved)	Variance Not Approved	Date: 11/5/25
Comment:		

Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Monday, Sep 29 2025

PIPE P1 - HALF FULL CONDITIONS

Circular

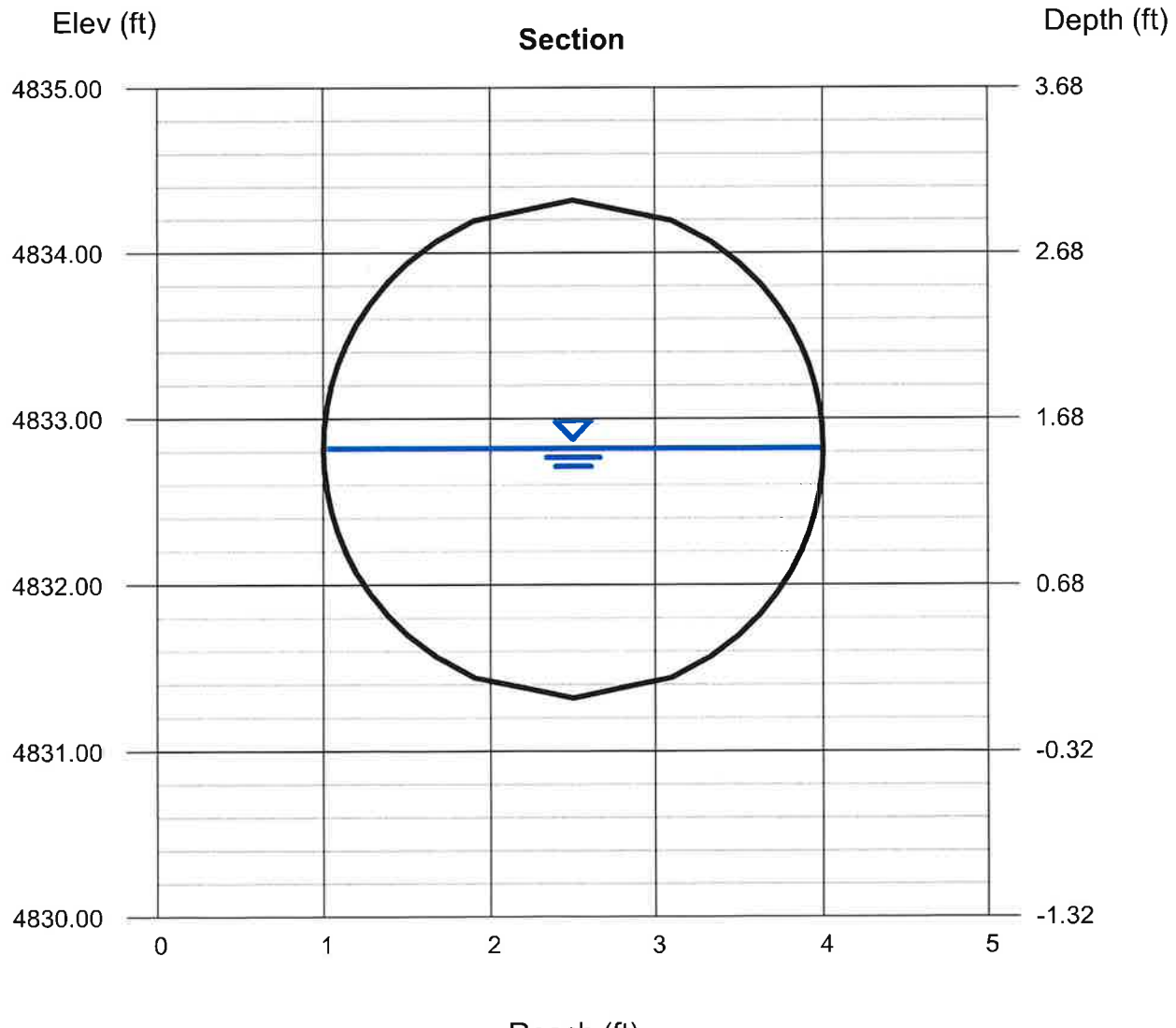
Diameter (ft)	= 3.00
Invert Elev (ft)	= 4831.32
Slope (%)	= 0.27
N-Value	= 0.013

Calculations

Compute by:	Known Depth
Known Depth (ft)	= 1.50

Highlighted

Depth (ft)	= 1.50
Q (cfs)	= 17.45
Area (sqft)	= 3.55
Velocity (ft/s)	= 4.91
Wetted Perim (ft)	= 4.72
Crit Depth, Yc (ft)	= 1.34
Top Width (ft)	= 3.00
EGL (ft)	= 1.88



VARIANCE APPLICATION FORM
CITY OF PUEBLO STORMWATER UTILITY

211 East "D" Street, Pueblo, CO 81033
Email: stormwater@pueblo.us
Phone: 719-553-2899

Applicant Information		
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Company: SMH Consultants	Email: blouk@smhconsultants.com	
Address: 620 N. Tejon St., Ste. 201		
City: Colorado Springs	State: CO	Zip Code: 80903

Property Owner Information
Owner Name: VIA Real Estate, LLC
Property Address: 2323 W. Pueblo Blvd.

Variance Request Description

Please describe the variance request and the applicable section of the City of Pueblo Drainage Criteria Manual:

(VARIANCE REQUEST #3)

A request for a variance from Sec 9.6, Table 9-3 of the 2023 Pueblo DCM that requires a drop varying from 0.1 to 0.3 feet, dependent on the angle of horizontal deflection across the manhole.

Basis for Variance Request

Please provide a basis for the variance request. Attach calculations, references, or other documentation if needed.

(VARIANCE REQUEST #3)

Due to the existing flowline elevations of the culverts on the south and north sides of the property, the minimum 0.2 foot required drop cannot be met at manhole MH-A2. Proposed pipe P1 will be connected to the culvert on the south end of the property at manhole MH-A2, to redirect the culvert's outfall to within the detention pond. In order to maintain site conveyance of public runoff, the detention pond must have positive drainage from the south end of the site to the north end. In order to achieve this, proposed pipe P1 must have an outfall as high as possible above the invert of the culvert on the north side of the property; therefore, no drop in manholes is proposed. Additionally, the storm sewer is sized to pass the 100-year event. Not approving the variance would require one, or both, of the existing culverts on the north and south side of the property to be removed and replaced. This would require removal and replacement of portions of two streets; Beulah Avenue on the north side, and W. Pueblo Boulevard on the south side. The only adverse impact from the proposed variance is sediment could settle out and accumulate in the new proposed manhole. To prevent this, regular cleaning of the manhole would be required.

For Stormwater Utility Staff Use		
Variance Request Date Received: 11/5/25	Reviewed By: [signature]	
(Variance Approved)	Variance Not Approved	Date: 11/5/25
Comment:		

VARIANCE APPLICATION FORM
CITY OF PUEBLO STORMWATER UTILITY

211 East "D" Street, Pueblo, CO 81033
Email: stormwater@pueblo.us
Phone: 719-553-2899

Applicant Information		
Name: Brett Louk	Phone: (719) 465-2145	
Company: SMH Consultants	Email: blouk@smhconsultants.com	
Address: 620 N. Tejon St., Ste. 201		
City: Colorado Springs	State: CO	Zip Code: 80903

Property Owner Information
Owner Name: VIA Real Estate, LLC
Property Address: 2323 W. Pueblo Blvd.

Variance Request Description

Please describe the variance request and the applicable section of the City of Pueblo Drainage Criteria Manual:

(VARIANCE REQUEST #4)

A request for a variance from Sec 9.6, Table 9-2 of the 2023 Pueblo DCM that requires a minimum cover of 3 feet must be maintained.

Basis for Variance Request

Please provide a basis for the variance request. Attach calculations, references, or other documentation if needed.

(VARIANCE REQUEST #4)

Proposed Pipe P2, the outlet pipe for the proposed detention pond cannot be designed with the minimum required 3 foot cover. The outlet structure for the proposed pond is located below the crest of the emergency spillway, meaning the outlet pipe P2 runs under the crest of the emergency spillway. To create the required 3 feet of cover for Pipe P2, the emergency spillway crest would need to be raised approximately 2.2 feet, which would mean the entire detention pond embankment would need to be raised approximately 2 feet to provide 1 foot of freeboard. The outlet pipe (P2) will not be located in an area of any vehicular traffic, and the outlet pipe is sized to pass the 100-year event. There are no adverse impacts anticipated if this variance were approved.

For Stormwater Utility Staff Use		
Variance Request Date Received: 11/5/25	Reviewed By: [signature]	
(Variance Approved)	Variance Not Approved	Date: 11/5/25
Comment:		

COLORADO
Department of Transportation
Region 2
Traffic & Safety – Access Permits

September 26, 2025

045A/City of Pueblo

Beritt Odom, Principal Planner (bodom@pueblo.us)
City of Pueblo – Planning & Community Development
211 E "D" Street
Pueblo, CO 81003

RE: S-25-05 VIA Subdivision 2nd Submittal

Dear Beritt,

I am in receipt of a referral request for VIA Subdivision Filing No 2 located at 2323 W Pueblo Blvd (State Highway 045A) in the City of Pueblo, in the County of Pueblo, State of Colorado. State Highway 045A is classified as a Non-Rural Principal Highway (NR-A) near MP 1.008. Filing No 2 is a Subdivision replat, that will divide Lot 10 (3.2 Acres) in two, Lot 10A (2.1 Acres) and Lot 10B (1.1 Acres). **Access to the parcel is via a Private Road from Acero Ave which connects to State Highway 045A.** Parcel No. 1514313007, is currently owned by VIA Real Estate LLC. After review of the submittal, we have the following comments:

- Changes in use of a property "which will affect access operation, traffic volume and/or vehicle type, the permittee or property owner shall contact the local issuing authority or the Department to determine if a new access permit and modifications to the access are required." SHAC §§ 2.6(1),2.6(3) & 2.6(5)
- New subdivisions, post 1979, require a state highway access permit. C.R.S. § 43-2-147(1)(b)
- Development adjacent to state highways require a state highway access permit. SHAC § 1.1
- Where a private development accessing the roadway of an appropriate local authority necessitates access improvements where the local roadway connects to a state highway, the permittee may either be the local jurisdiction, the developer or a combination, at the discretion of the local authority. SHAC § 2.3(12)(b)
- Two State Highway Access Permits have been issued for the adjacent connecting public roads:
    - 224097 – City Street Connection of Acero Avenue to State Highway 45 (S Pueblo Blvd) issued 8/26/2025 expires 8/26/2026. Notice to Proceed to construction has not yet been issued.
    - 224098 – North leg of the intersection of Mirror Ave & State Highway 45 (Pueblo Blvd) issued 8/26/2025 expires 8/26/2026. Notice to Proceed to construction has not yet been issued.

- There are pending access permits and required improvements for Acero Ave and Mirror Ave for the adjacent developments. The execution of the permits and the installation of the improvements shall be a condition of this subdivision as well.
- A State Highway Access Permit will be required.

Additionally,

- On-premise and off-premise signing shall comply with the current Colorado Outdoor Advertising Act, sections 43-1-401 to 421, C.R.S., and all rules and regulations pertaining to outdoor advertising. Please contact Mr. Gabe Martinez at 719-251-7830 for any questions regarding advertising devices.
- Any utility work within the state highway right of way will require a utility permit from the CDOT. Information for obtaining a utility permit can also be obtained by contacting Mr. Martinez.

If you have questions, please contact me at (719) 251-7804 or michelle.regalado@state.co.us.

Sincerely,

Michelle Regalado

Michelle Regalado
CDOT R2 Assistant Access Manager

xc: Lancaster/file

October 27, 2025

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

S-25-05 Subdivision: Via Subdivision, subdividing 3.21 acres into two commercial lots; generally located north of W. Pueblo Blvd. and west of Mirror Ave

The Planning and Zoning Commission meeting will be held on **November 12, 2025, at 3:30 p.m.** in City Council Chambers at 1 City Hall Place. The meeting will be recorded and can be viewed via Zoom, but **no testimony will be heard virtually** (Zoom info available at www.pueblo.us/PandZ).

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

Planning & Community Development
By Berrit Odom, Director
(719) 553-2259

October 27, 2025

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Planning & Community Development
By Berrit Odom, Director
(719) 553-2259

CASE NUMBER: S-25-05

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the proposed final plat of the property commonly known as Lakeshore Estate Filing No 2 to be sent to the attached list of owners of the real property lying within three hundred (300) feet of the said property on which the final plat is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-6-2.

10-27-25 mailed by Carol
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Karen Elgin

Owner	OwnerStree	OwnerCity	Owner	OwnerZip
KAISER FOUNDATION HEALTH PLAN OF CO	1 KAISER PLZ 15TH FLOOR LA	OAKLAND	CA	94612-3604
CALDERON RUDY J JR	10 CHAUTARD CT	PUEBLO	CO	81005-2611
EXCALIBER LLC	10 DEER RUN CT	PUEBLO	CO	81001-1857
REDDY MALIREDDY S + REDDY SYAMA M	1280 S PARKER DR STE 100	DENVER	CO	80231-2128
VIA REAL ESTATE LLC	13105 DOVER AVE	LUBBOCK	TX	79424-8451
BOSTON BURT	1814 TIERRA BERIENDA	PUEBLO	CO	81008-2619
EL VISTAR PARTNERSHIP + JNRC PARTNERSH	200 W CITY CENTER DR STE 2	PUEBLO	CO	81003-1024
MARTINEZ JOHN C	2022 TORONTO CIR	PUEBLO	CO	81004-5215
SENA ISABEL C	2024 TORONTO CIR	PUEBLO	CO	81004-5215
MONTOYA MARISSA J	2108 TORONTO ST	PUEBLO	CO	81004-5218
SANTOS EMILIANO + SISNEROS CHLOE	2111 TORONTO ST	PUEBLO	CO	81004-5217
WUENSCHEL ERICA L	2116 TORONTO ST	PUEBLO	CO	81004-5218
RAMIREZ ERIK/RAMIREZ SONDRA	2120 TORONTO ST	PUEBLO	CO	81004-5218
WAKEFIELD BARBARA J	2124 TORONTO ST	PUEBLO	CO	81004-5218
ARMIJO SAMUEL TREVOR	2200 ALLEN GRIFFEY RD	CLARKSVILLE	TN	37042-4616
TAMBURELLI CHRISTINE	2208 TORONTO ST	PUEBLO	CO	81004-4260
ESPINOZA MELANIE	2212 TORONTO ST	PUEBLO	CO	81004-4260
BAROS JUDY	2222 TORONTO ST	PUEBLO	CO	81004-4260
SPICHER SONJA/SPICHER ALAN	2306 TORONTO ST	PUEBLO	CO	81004-4262
PINO WILLIAM C/PINO LINDA S	2316 TORONTO ST	PUEBLO	CO	81004-4262
ARAGON DANIEL JR	2320 TORONTO ST	PUEBLO	CO	81004-4262
COPLEY CHARLES R SR/COPLEY JOY M	24613 HOSFORD MEADOWS	PORTER	TX	77365-3083
V P REAL ESTATE ENTERPRISES LLC	2656 LANE 37 1/2	GREYBULL	WY	82426-9521
MURRAY VINCENT	2711 MORRIS AVE	PUEBLO	CO	81003
MONTOYA BARBARA	2928 ONTARIO ST	PUEBLO	CO	81004-4256
PAUL JAMES LANG/PAUL ALYCE P	3 NORMANDY CIR	PUEBLO	CO	81001-1925
GARCIA ERIK G	3001 TORONTO PL	PUEBLO	CO	81004-5223
LAWSON STEVEN M	3002 ONTARIO ST	PUEBLO	CO	81004-4258
RIVERA ANTONIO VEGA + LOWE VICKIE A	3005 TORONTO PL	PUEBLO	CO	81004-5223
MARTINEZ CELINA MAE	3006 ACERO AVE	PUEBLO	CO	81004-4250
MARTINEZ RITA J	3006 ONTARIO ST	PUEBLO	CO	81004-4258
MARMOLEJO ARTHUR J	3006 WINNIPEG ST	PUEBLO	CO	81004-4242
GOMEZ AMANDA M/SEGURA SHANDI	3008 ONTARIO ST	PUEBLO	CO	81004-4258
HARP SARAH	3009 ONTARIO ST	PUEBLO	CO	81004-4259
GUNDELFINGER SHEILA	3010 WINNIPEG ST	PUEBLO	CO	81004-4242
HINER JORDYN N	3013 ACERO AVE	PUEBLO	CO	81004-4251
ROBINSON COQUETTE M	3014 WINNIPEG ST	PUEBLO	CO	81004-4242
ACUNA RENE JR	3016 WINNIPEG ST	PUEBLO	CO	81004-4242
GUTIERREZ RICARDO ABRAHAM P/MENDEZ	3017 ACERO AVE	PUEBLO	CO	81004-4251
TOTH LYRISSA JOY	3018 WINNIPEG ST	PUEBLO	CO	81004-4242
GALLEGOS JUANITA D	3019 ACERO AVE	PUEBLO	CO	81004-4251
DE LA ROSA SAMANTHA	3019 WINNIPEG ST	PUEBLO	CO	81004-4243
MARTINEZ JULIA J	3023 ACERO AVE	PUEBLO	CO	81004-4251
GLASSER WAYNE/GLASSER ANGELA	3278 CASTLE BUTTE DR	CASTLE ROCK	CO	80109-9647
MARTINEZ PROPERTY HOLDINGS INC	4611 RIO GRANDE LN NW	LOS RANCHOS	NM	87107-5503
MCG3 INC	7707 LANTERN LN	FOUNTAIN	CO	80817-4278

HAUSMAN JOLENE N	8551 PINE DR	BEULAH	CO	81023-9771
RANGERS PROPERTIES LLC	8716 STARK ST	ARCADIA	OK	73007-7643
HAWKEN AMY/HAWKEN JACOB	9 COURTNEY PL	PUEBLO	CO	81001-1714
SEM CHREAN/ROS RIN	PO BOX 19065	COLORADO CITY	CO	81019-0065
T + A ENTERPRISES LLC + TOMS MANAGEME	PO BOX 9600	PUEBLO	CO	81008-6020

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: March 23, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: AN ORDINANCE APPROVING A LICENSE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND FORGED FIBER 37, LLC, A DELAWARE LIMITED LIABILITY COMPANY

SUMMARY:

The Ordinance will approve a License Agreement with Forged Fiber 37, LLC, a Delaware Limited Liability Company, which grants it a nonexclusive license to place telecommunications cable and ancillary facilities within the streets and right of ways of the City of Pueblo in order that the company may operate within the City of Pueblo as a wholesale fiber transport connectivity services provider. The License Agreement preserves, to the extent permitted under existing laws, the City's authority to manage its streets and rights of way for the benefit of the public without discrimination among telecommunications and broadband providers.

PREVIOUS COUNCIL ACTION:

The City of Pueblo has previously approved identical or substantially similar license agreements with other qualifying telecommunication and broadband providers in the past.

BACKGROUND:

Forged Fiber 37, LLC, builds, owns, operates, and maintains a fiber-based, wholesale broadband transport service. Their website states that their goal is to be the nation's best open access fiber network platform, and to provide reliable, future-proof fiber that empowers millions. As a qualified telecommunications services provider, Forged Fiber 37, LLC, has requested a license from the City of Pueblo for installation of telecommunications infrastructure within the City of Pueblo.

FINANCIAL IMPLICATIONS:

Forged Fiber 37, LLC, and its customers will pay the City of Pueblo applicable sales and use tax fees, E911 fees, and occupation taxes in accordance with the City's ordinances.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Pursuant to federal and state law, the City of Pueblo is prohibited from discriminating among or granting preferences to competing telecommunication providers in the issuance of licenses and from creating or erecting any unreasonable requirements for entry to the City of Pueblo's right of way. As such, the City's alternatives are limited to proposing amendments to the proposed license agreement that are consistent with the foregoing limitations.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Pueblo CO - FF37 License Agreement - FINAL

ORDINANCE NO.

AN ORDINANCE APPROVING A LICENSE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND FORGED FIBER 37, LLC, A DELAWARE LIMITED LIABILITY COMPANY

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

SECTION 1.

The License Agreement between the City of Pueblo, a Colorado Municipal Corporation and Forged Fiber 37, LLC, a Delaware Limited Liability Company, a copy of which is attached hereto, having been approved as to form by the City of Pueblo Attorney, is hereby approved.

SECTION 2.

The Mayor is authorized to execute and deliver the License Agreement 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 authorized to perform any and all acts consistent with this Ordinance and the attached License Agreement to implement the policies and procedures 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

LICENSE AGREEMENT

This **LICENSE AGREEMENT** ("License Agreement") is entered into this _____ day of _____, 2026 (the "Effective Date"), by and between the City of Pueblo, a Municipal Corporation (hereinafter referred to as "City"), and Forged Fiber 37, LLC, a Delaware limited liability company (hereinafter referred to as "Licensee"). Licensee and City may sometimes be referred to in this License Agreement individually as a "party" or collectively as the "parties."

WITNESSETH

WHEREAS, the City is a Colorado home rule city organized and existing under and by virtue of Article XX of the Colorado Constitution and possesses plenary power and authority over the use and occupation of the public rights of way within its corporate boundaries; and

WHEREAS, Licensee represents and warrants: (a) that it provides wholesale fiber transport connectivity services pursuant to a certificate of public convenience and necessity to provide Part IV services (4 CCR 723-2-2103) issued by the Public Utilities Commission of the State of Colorado on September 22, 2025; and (b) that it operates within the geographical boundaries of the City of Pueblo; and

WHEREAS, Licensee provides its wholesale fiber transport connectivity services to customers over a network owned, controlled, or leased by Licensee which lines are authorized pursuant to franchise, license agreement, or revocable permit; and

WHEREAS, Licensee may wish to install fiber facilities upon or within certain public rights of way within the corporate boundaries of the City in order to provide wholesale fiber transport connectivity services; and

WHEREAS, City is authorized under the constitution and laws of the State of Colorado to grant consent to telecommunications and/or Broadband providers to occupy the public rights of way for such purposes; provided, however, the same shall not be nor constitute the granting of a local franchise under Article 16 of the City's Charter nor shall same ever become or ripen into any franchise; and

WHEREAS, the City and Licensee have agreed to be bound by the terms and conditions set forth herein which shall govern Licensee's use of the public rights of way.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the terms, conditions, and mutual promises set forth herein, the parties agree as follows:

ARTICLE I - DEFINITIONS

As used in this License Agreement, the following terms, phrases, and words shall be ascribed the following meanings, unless the context indicates otherwise. As used in this License Agreement, the word "shall" is mandatory, and the word "may" is permissive. Words not defined herein shall be given their common and ordinary meanings, consistent with the context in which such words are used and the purposes of this License Agreement.

1. "Telecommunications Act" shall mean the Telecommunications Act of 1996 (47 U.S.C. §151, et seq.), as amended.

2. (a) "Facilities" means all physical components of the Licensee used to provide wholesale fiber transport connectivity services which are located, or to become located pursuant to this License Agreement, within the City and are reasonably necessary, useful, or convenient to provide wholesale fiber transport connectivity services within the territorial boundaries of the City, including, without limitation, poles, wires, cables, pipes, underground conduits, ducts, manholes, vaults, fiber optic cables and devices, switches, equipment boxes and sheds, and other structures and appurtenances. This term shall also include any Facilities which were installed under any prior License Agreement between the City and Licensee.

(b) "Leased Facilities" means all physical components used by Licensee to provide wholesale fiber transport connectivity services which are leased to Licensee by third parties who are authorized by separate instruments to maintain same within Rights of Way within the City.

3. "Account" shall mean each telephone, telecommunications and/or Broadband access line or twisted pair equivalent provided by or on behalf of Licensee, if Licensee provides any type of local exchange service, at a customer's premises over which the customer may send or receive any telephone, telegraph, fax, data, video, or other similar telecommunications and/or Broadband signals; except that "Account" shall not include any customer line used solely for receipt of cable television programming. Provision of a T1 or DS1 line furnished by Licensee to a customer which is connected to switched access service or local exchange service shall be counted as twenty-four (24) accounts; provision of a T3/DS3 shall be counted as six hundred seventy-two (672) accounts.

4. "Jurisdiction" shall mean (a) within the corporate boundaries of the City of Pueblo as now or hereafter constituted, (b) at, upon, under, or across the Pueblo Municipal Airport ("Airport") and Pueblo Municipal Airport Industrial Park ("Industrial Park"), and (c) all highways, streets, roads, and other rights of way between and connecting the City of Pueblo and the Airport and/or Industrial Park where Facilities are located.

5. "Rights of Way" shall mean City streets, roads, alleys, sidewalk areas, and other dedicated rights of way within the Jurisdiction, together with dedicated utility easements within the Jurisdiction and easements deeded to the City for utility purposes, and including state highways and highways which are part of the federal interstate highway system. The term shall not include any other property owned or leased by the City for other public use including, without limitation, City parks and open spaces.

6. "PMC" shall mean the Pueblo Municipal Code, as amended, and as same may be

amended in the future.

7. "Wireless Communications Facility" or "WCF" means a facility used to provide personal wireless services as defined at 47 U.S.C. Section 332 (c)(7)(C); or wireless information services provided to the public or to such classes of users as to be effectively available directly to the public via licensed or unlicensed frequencies; or wireless utility monitoring and control services.

ARTICLE II - CONDITIONAL CONSENT GRANTED

1. Subject to Licensee's compliance at all times with all of the terms and conditions of this License Agreement, all of the ordinances referenced herein, all applicable local, state, and federal laws, and further subject to the City's lawful exercise of its police power (including, but not limited to, zoning, subdivision, permit, and building code requirements) and the City's prior and superior right to usage for municipal purposes, the City hereby grants to Licensee, insofar as it has or may have the requisite power and authority to do so, a non-exclusive license to make reasonable use of the Rights of Way to construct, install, operate, and maintain Licensee's Facilities in, through, over, above, and along the City's Rights-of-Way within the City to and for the benefit of the City and the inhabitants of the City; provided, however, that with respect to state highways, Licensee must separately obtain consent from the Colorado Department of Transportation. This License Agreement shall extend to all areas of the City as it is now constituted, and to additional areas as the City may increase in size by annexation or otherwise.

2. The license granted herein to make reasonable use of the Rights of Way shall not be deemed to be a franchise, nor an exclusive license or right, and the City reserves the right to make or grant a similar use of the Rights of Way to any other person or persons, including one or more other telecommunications providers.

3. The City retains the following rights in regard to this license:

(a) To revoke the license and consent hereby granted for misuse, non-use, or failure of Licensee to comply with the provisions hereof;

(b) To use, control, and regulate the use of the City streets, roads, easements, other public places, and the Rights of Way, and the space above and beneath the same; and

(c) To require the removal or relocation of any of the Facilities from the Rights of Way if necessary or desirable, in the sole but reasonable judgment of the City, for any public or municipal purpose or project.

4. The license granted herein to make reasonable use of the Rights of Way shall not be deemed to grant authorization to construct or operate Wireless Communications Facilities. Authorization to utilize the Rights of Way for Wireless Communications Facilities must be

obtained through separate authorization specifically permitting the use of the Rights of Way for Wireless Communications Facilities.

ARTICLE III - SCOPE

The license and consent granted by this License Agreement confer only the right to make reasonable use of the Rights of Way for Licensee's provision of wholesale fiber transport connectivity services, and it is expressly understood and agreed to by Licensee that Licensee shall not operate a private telecommunications network, Wireless Communications Facilities, nor operate as a "cable operator" as that term is defined under federal law (47 U.S.C. §522(5)), nor shall it provide or offer to provide "cable services" as that term is defined under federal law (47 U.S.C. §522(6)), without proper local, state and federal authorization, as required by law.

ARTICLE IV - OCCUPATION TAX & E911 SURCHARGES

1. To the extent Licensee operates as a local exchange provider, as defined by §40-15-102(18), C.R.S. and/or as an interexchange provider, as defined by §40-15-102(11), C.R.S the following provisions shall apply:

(a) Licensee understands and acknowledges that City had heretofore adopted Ordinance No. 4267 in December 1976 imposing upon all telecommunications utilities operating within the City, and effective January 1, 1977, an occupation tax as stated in said Ordinance. In its provision of local exchange services, whether directly or through resale, Licensee agrees to be bound by and comply with said Ordinance, including payment of the tax in an amount equal to six dollars ($6.00) per annum for each Account, payable quarterly in equal installments. In providing local exchange services, Licensee hereby expressly agrees that it is and constitutes a telephone utility within the meaning of Ordinance No. 4267 and Licensee irrevocably waives and relinquishes any right it has or may have to claim or assert that said Ordinance is invalid under law or should not be applied to Licensee, including, without limitation, any claim that said Ordinance violates any provision of state law or the Telecommunications Act.

(b) The City has by Ordinance No. 9864 imposed an emergency telephone charge ("E911 Charge") of one dollar seventy-two cents ($1.72) per month per exchange access facility, wireless communications access, and interconnected voice-over-internet-protocol service provided within the Jurisdiction, as authorized by §29-11-100.5, et seq., C.R.S. Licensee agrees to collect the E911 Charge from its customers and promptly remit the same monthly E911 Charge to the City as provided by §29-11-103(1), C.R.S.

ARTICLE V - SALES AND USE TAXES

1. Licensee agrees to obtain a sales and use tax license from the City and to comply with all provisions of Title XIV of the Pueblo Municipal Code relating to sales and use taxes.

2. Licensee acknowledges and agrees that to the extent Licensee sells telecommunications services to customers within the City, including the provision of interstate telephone access service and interlata access service, such service is taxable by the City pursuant to §14-4-61(3), PMC, and Licensee shall collect such taxes from its customers and promptly remit same to the City in accordance with Title XIV, PMC.

ARTICLE VI - USE OF RIGHTS OF WAY

1. Facilities shall be located, installed, and maintained so that none of the Facilities endanger the lives, health, or safety of persons, or interfere with any public improvements the City or other governmental entities (including any stormwater, sanitary sewer, or water utilities or enterprises) have in place or may deem proper to make, nor shall the location, installation or maintenance of the Facilities hinder or obstruct the use of the streets or other public ways for their public purposes, including, but not limited to, vehicular and pedestrian traffic. All Facilities shall be so located as to cause minimum interference with the rights and reasonable convenience of property owners of property which adjoins any Right of Way.

2. Prior to the commencement of construction of any portion of its telecommunications system within the City (other than Leased Facilities), Licensee shall furnish to the City the general schematic plans for its Facilities, including system route maps, renderings of equipment boxes and structures, engineering, traffic control, and landscaping plans. In addition, the Licensee shall assess and report on the impact of its proposed construction on the City environment. Such plans and reports may be reviewed by the City to ensure, (a) that all applicable laws including building and zoning codes and air and water pollution regulations are complied with, (b) that aesthetic and good planning principles have been given due consideration, and (c) that adverse impact on the environment has been minimized. The Licensee shall comply with all regulatory requirements of the City lawfully binding on the Licensee and shall incorporate all other reasonable changes to its plans requested by the City.

3. Not less than thirty (30) days prior to construction of any Facilities within the Rights of Way at any specific location, Licensee shall furnish the City's Director of Public Works with detailed plans for such Facilities including detailed location drawings and final architectural, engineering, traffic control, and landscaping plans. Prior to commencing construction, Licensee shall: (a) obtain written approval of the Director of Public Works of the construction plans, (b) procure appropriate excavation permits pursuant to Chapter 6 of Title XII, PMC, and permits required by Chapter 3 of Title XII, PMC, or permits required pursuant to any similar ordinance adopted by City in the future, (c) pay all fees associated with such permits, and (d) comply with all requirements of said Chapters 3 and 6 of Title XII, the terms of said permits, and the City's Standard Construction Specifications and Standard Details adopted March 28, 2005, or as subsequently revised.

4. All construction, excavation, maintenance, and repair work done by Licensee shall be done in a workmanlike and expeditious manner that minimizes the inconvenience to the City,

the general public, and individuals. Licensee shall be liable for any damage to the City or City-owned property caused by Licensee's failure to act in a timely manner. All such construction, excavation, maintenance, and repair work done by Licensee shall comply with all applicable codes of the City and the State of Colorado, and Licensee shall be responsible for obtaining all applicable permits and licenses. The City shall have the right to inspect all construction or excavation work to ensure compliance with applicable codes and permits, and may order Licensee to perform corrective work. All public and private property disturbed by Licensee's activities shall be promptly restored by Licensee at its expense to substantially its former condition, subject to inspection by the City's Director of Public Works or their designee and compliance by Licensee with reasonable remedial action required by said official pursuant to the inspection. Licensee shall be liable to the City for the full cost of restoring any public property not promptly remedied by Licensee as required by said official.

5. The installation, maintenance, renovation, and replacement of Facilities by Licensee shall be subject to regulation by the City including as to (a) the location of Facilities in or upon the streets, alleys, and dedicated easements, (b) the disturbance and reconstruction of pavement, sidewalks, and surface of streets, alleys, dedicated easements, and driveways, (c) the timing and scheduling of work, and (d) the temporary closure of portions of streets and alleys. All Facilities shall be designed and installed so as to cause a minimal amount of interference with public property, water mains, sewer mains, electric and natural gas facilities, street lights, traffic signals, and all other municipal or authorized public use of the Rights of Way. The City's Director of Public Works may direct and require Licensee to locate its Facilities within a defined telecommunications corridor within any street or other Right of Way or otherwise at a specific location to minimize interference with other facilities or utilities. Licensee shall install and maintain its Facilities in such manner as to minimize interference with trees, natural features, and vegetation. Whenever feasible, Licensee shall enter into pole-sharing and conduit-sharing agreements with third parties in order to co-locate its wires and cables upon poles or within the conduit of other telecommunications providers or utilities.

6. Licensee shall, upon reasonable notice of not less than sixty (60) days, and at its sole cost and expense, remove, locate, and relocate its Facilities in, on, over, or under any Rights of Way in such manner as the City may at any time require for the purpose of facilitating the construction, reconstruction, maintenance, repair, or change in grade of any street, sidewalk, public improvement, or City project, or for the purpose of promoting the efficient operation of any such public improvement or project, or for the purpose of facilitating the vacation and/or redevelopment of Right of Way by the City. In the event Licensee fails to act within a reasonably allocated time, the City may cause Licensee's Facilities to be relocated, and Licensee shall be liable to the City for the costs thereof. In the event the City causes Licensee's facilities to be relocated, the City shall be held harmless for any damages incurred to Licensee's Facilities during such relocation. Licensee may request an extension of time to relocate facilities due to the inability to relocate its Facilities due to the actions or inactions of a third party which is unaffiliated with Licensee and not under contract with or under the control of Licensee. Such request for extension shall not be unreasonably withheld by the City.

7. Except where specifically authorized by the Director of Public Works of the City, all of Licensee's Facilities located within Rights of Way shall be located underground. In locations where wires or cables of franchisees of the City or of authorized local exchange carriers are presently located above-ground, the Director of Public Works will allow Licensee's Facilities to also be located above-ground unless he has specific reasons for not allowing above-ground installation at such location. Thereafter, and notwithstanding that any such authorization had been given, should the City subsequently determine for any area of the City that telephone or telecommunications wires, cable television cables, or electric utility wires located above ground shall be relocated underground, Licensee shall, upon reasonable notice, at its sole cost and expense, relocate its Facilities below ground in cooperation with other affected interests. In the event that Licensee fails to act within a reasonable allocated time the City may cause Licensee's Facilities to be relocated, and Licensee shall be liable to the City for the costs thereof. In the event the City causes Licensee's Facilities to be relocated, the City shall be held harmless for any damages incurred to Licensee's Facilities during such relocation.

8. After execution of this License Agreement, Licensee shall join and associate with the notification association of owners and operators of underground facilities in accordance with the requirements of Article 1.5 of Title 9, Colorado Revised Statutes. Prior to undertaking any excavation within the Rights of Way, Licensee shall comply with the notice requirements of said Article.

ARTICLE VII - ADDITIONAL CITY REGULATION

1. The City expressly reserves its right and duty to adopt, from time to time, in addition to the provisions herein contained, such charter provisions, ordinances, and rules and regulations as may be deemed necessary by the City to promote the health, safety, and welfare of its inhabitants and their property.

2. Notwithstanding anything in this License Agreement to the contrary, Licensee acknowledges that the City is planning to develop a new telecommunications policy which will be implemented through one or more ordinances or resolutions to be adopted by the City Council of the City, and/or through regulations to be adopted by Departments of the City. Licensee agrees that upon adoption of any such policy or regulations after the Effective Date, this License Agreement or any provision thereof may be unilaterally revoked or canceled by the City without cause and replaced with new terms and conditions which shall be made equally applicable within each class of Broadband or telecommunications provider operating within the City.

3. If, during the term of this License Agreement, the City is authorized pursuant to Colorado Law to collect compensation for use of the Rights of Way by telecommunications providers and the City enacts an ordinance concerning the use of Rights of Way which requires compensation for the use of the Rights of Way from any class of telecommunications providers on a competitively neutral and nondiscriminatory basis within such class, then Licensee shall, in

accordance with the terms of such ordinance, pay such compensation.

ARTICLE VIII - COORDINATION AND CONDUIT/POLE SHARING

1. In order to minimize disruption to vehicular traffic and inconvenience to the public, and to enable the limited width of Rights of Way to be apportioned among all utilities, telecommunications providers, and other interests needing to locate or maintain facilities in the Rights of Way for the benefit of the public, it is imperative that pole sharing and conduit sharing be encouraged to the greatest extent possible. In furtherance of such purposes, Licensee agrees that it shall reasonably cooperate with the City, authorized utilities, and other local exchange carriers in placing conduit within the Rights of Way and in sharing unused space within underground conduits owned by Licensee, and upon poles or other above-ground facilities owned by Licensee.

2. Whenever the Licensee intends to install new underground conduit or replace existing underground conduit in a build greater than five hundred (500) feet in length, Licensee shall, whenever feasible, provide the City and all utilities, cable television franchisees, and local exchange carriers authorized to use the Rights of Way, with sixty (60) days advance written notice in order to permit the additional contemporaneous installation of conduit by the City, and such utilities, cable television franchisees, authorized telecommunications providers, and local exchange carriers. If the City desires additional conduit installed, it will so notify the Licensee and the City shall be responsible for the additional incremental expense of installing such additional conduit. If a utility, cable television franchisee, authorized telecommunications provider, or local exchange carrier desires additional conduit installed, it will so notify the Licensee in writing at least ten (10) days prior to the proposed construction date, and such party requesting the additional conduit shall be responsible for a pro-rata expense of installing such additional conduit. This Section is intended to maximize the coordination of facilities located within rights of way, and is not intended to govern routine connections of customers to an installed network not involving significant line extension or other excavations of limited scope.

3. Notwithstanding anything to the contrary in Section 2 of this Article VIII, in order to minimize disruption to the public and enable use of the public rights of way for public purposes, in connection with any installation of underground conduit by Licensee, the City may request Licensee to install one additional conduit for exclusive use by the City for public and municipal purposes. In any such case, Licensee shall install the conduit as requested and the City shall reimburse Licensee only for the cost of the conduit and associated handholes and pull boxes for the conduit, and for the additional incremental expense of installing such additional conduit, handholes, and pullboxes.

ARTICLE IX - INDEMNIFICATION

1. Licensee shall install, construct, maintain, and operate its fiber system in a reasonable manner and shall use commercially reasonable efforts to provide reasonable protection against injury or damage to any and all persons or property. Licensee agrees to indemnify, defend,

and hold the City harmless from all claims, costs, demands, suits, reasonable expert witness and attorneys' fees, court costs, and other reasonable costs of defense and judgments to the extent the same arise from, in whole or in part, Licensee's negligent acts or omissions or failure to comply with the provisions of this License Agreement, and from all damages or penalties to the extent arising out of the installation, construction, operation, or maintenance of Licensee's fiber system, whether or not any act or omission complained of is authorized, allowed, or prohibited by this License Agreement, except to the extent such damages or penalties result from the negligent acts or omissions or intentional or willful and wanton misconduct of the City. The City shall not be liable for, and Licensee shall indemnify, defend, and hold the City harmless from all costs, damages, and claims to the extent arising from or relating to delay by Licensee in performing its obligations hereunder, for any cause whatsoever, except for the negligent acts or omissions or intentional or willful and wanton misconduct of the City, other users of the Rights of Way, or a force majeure event.

2. The City shall provide prompt written notice to the Licensee of the pendency of any claim or action against the City arising out of the operations of the Licensee, the exercise by the Licensee of its rights under this License Agreement or the performance thereof by the Licensee. Licensee shall have sole control over the defense, investigation, and all negotiations for the compromise or settlement of any such claims; however, Licensee shall not enter into any compromise or settlement which imposes any obligation or liability on the City without the prior written consent of the City. The City shall provide Licensee with all reasonable cooperation, information, and assistance in connection with the claim; provided, however, that failure by the City to provide prompt notice of a claim; grant such sole control; and/or provide such cooperation, information and assistance shall not relieve Licensee of its obligations under this Article IX, except to the extent that the City is materially prejudiced by such failure. In the event that Licensee fails to timely assume the defense of any such claim which has been properly and promptly tendered to License. Licensee also hereby agrees to pay all reasonable expenses of the City incurred by the City in defending itself with regard to any such damages, claims, or penalties, including all out-of-pocket expenses, reasonable attorneys' fees, and the reasonable value of any services rendered by the City Attorney, his assistants, or any employees of the City (collectively "Expenses"), but shall not be required to pay for any Expenses that are in excess of any settlement or compromise which was rejected by the City. Nothing herein shall limit the Licensee's obligation of full indemnification under this License Agreement.

ARTICLE X - INSURANCE

Prior to the commencement of any installation of Facilities under this License Agreement, Licensee shall procure and thereafter continuously maintain, for as long as this License Agreement remains in effect, at Licensee's expense, Commercial General Liability ("CGL") insurance written on ISO form CG 00 01 01 96, or a substitute form providing equivalent coverage, with a limit of not less than $2 Million per occurrence, covering liability arising from premises, operations, independent contractors, personal injury, products completed operations, and liability assumed

under an insured contract, on an occurrence basis. Under the terms of the required CGL policy, this License Agreement shall be defined as an insured contract. The policy shall identify the City as an additional insured, shall contain a waiver of right of subrogation against the City and shall have all necessary endorsements to provide coverage without exclusion for explosion, collapse, and underground property damage hazards. A certificate of insurance shall be filed with the City's Director of Finance prior to commencement of installation of Facilities, which evidences compliance with the policy requirements stated above and provides for thirty (30) days prior written notice to the City prior to cancellation or material change of any insurance referred to therein. In the event the certificate states that it confers no rights upon the certificate holder, the City may require Licensee to furnish a complete copy of the policy including all declarations and endorsements.

ARTICLE XI - TERM

Unless sooner terminated as provided herein, the term of this License Agreement shall be for a period of five (5) years from and after the date of the Agreement. The parties may mutually agree in writing to renew this Agreement at expiration of the initial term.

ARTICLE XII - REMEDIES, TERMINATION, REMOVAL

1. In the event of any breach of the terms of this License Agreement by Licensee, the City shall have the right to obtain one or more of the following remedies, which are expressly agreed to be cumulative, and the exercise of any one (1) or more of them shall not be dependent upon the exercise of any other remedy, nor does the exercise of any one (1) or more of them constitute any bar or limitation to the exercise of any other: (a) specific performance or injunctive relief, (b) monetary damages, and (c) termination. In the event the City is required to commence an action to enforce its rights under this License Agreement or to obtain remedies provided above and the party which substantially prevails therein, shall be entitled to recover its costs, including reasonable attorneys' fees and expert witness fees.

2. Before terminating this License Agreement for cause on account of any default by Licensee, the City shall provide Licensee with written notice of the default and afford Licensee a reasonable period of not less than thirty (30) days in which to cure the default.

3. In the event Licensee abandons the telecommunications or Broadband system installed under the terms of this License Agreement or a certain part thereof or fails to use it for a period of one (1) year, or in the event the term of this License Agreement expires, or this License Agreement is terminated or is canceled for any reason, then Licensee shall remove its telecommunications or Broadband system, or the abandoned portions thereof in the case of a partial abandonment, at its expense. As an alternative to removal, if mutually agreed to by Licensee and the City, the ownership of the telecommunications or Broadband system (or abandoned portions) may be transferred to the City, in which event, all obligations and liabilities of Licensee under this License Agreement in connection with the portion of the telecommunications or Broadband system

so transferred to the City shall terminate.

4. Licensee may cancel this License Agreement at any time, as described below, upon ninety (90) days' written notice to the City, subject to the indemnification requirements of this License Agreement, the removal provisions set forth in Section 3 of this Article XII above, and any other provisions that survive the termination of this License Agreement.

ARTICLE XIII - NOTICES

Except as otherwise provided herein, notice under this License Agreement shall be deemed sufficient if provided in writing and mailed by US certified mail, return receipt requested, or delivered by a nationally recognized courier, and shall be deemed effective upon actual receipt or refusal of delivery, and shall be addressed to the respective party as follows:

If to the City:
Mayor
1 City Hall Pl.
Pueblo, CO 81003

with copies to:
City Attorney
101 W. Riverwalk
Pueblo, CO 81003

and:
Director of Public Works
211 E. "D" Street
Pueblo, CO 81003

If to Licensee:
Forged Fiber 37, LLC
208 S. Akard St.
Dallas, TX 75202
FF_Right_Of_Way@att.com

ARTICLE XIV - EFFECT OF MORE FAVORABLE LICENSE AGREEMENTS

In the event that any wireline telecommunications provider offering telecommunications services, other than cable services, for a fee to the public, or to such classes of users as to be effectively available to the public is granted consent to use the City's Rights of Way pursuant to terms and conditions which, if applied to Licensee, would be more favorable than those included herein, Licensee shall notify the City of such terms and conditions and Licensee shall have the option to renegotiate with the City with respect to such terms and conditions.

ARTICLE XV - SUCCESSORS AND ASSIGNS

Licensee may sell, transfer, lease, or assign this License Agreement or its rights under this License Agreement, in whole or in part, with prior thirty (30) days' written notice to the City if to: (a) any entity controlling, controlled by, or under common control with Licensee; or (b) any surviving successor entity or newly created successor entity in the event of a merger, reorganization, or consolidation involving Licensee. This License Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. No provision of this License Agreement shall confer rights or benefits upon any person not a party hereto.

ARTICLE XVI - SIGNATURES

The persons signing this License Agreement on behalf of Licensee represent and warrant that such persons and Licensee have the requisite power and authority to enter into, execute and deliver this License Agreement and that this License Agreement is a valid and legally binding obligation of Licensee enforceable against Licensee in accordance with its terms. This License Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of such components together shall constitute one and the same instrument. This License 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.

ARTICLE XVII - FORCE MAJEURE

Neither party shall be liable for its failure to perform any of its obligations hereunder if such failure is caused by an Act of God, labor strike, fire, earthquake, power blackouts, pandemics, epidemics, or any other cause beyond its reasonable control and without its fault or negligence.

ARTICLE XVIII - LAWS GOVERNING/VENUE

This License Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, and applicable federal law. Venue for any proceeding brought pursuant to this License Agreement shall be in the District Court located in Pueblo County, Colorado or the Federal District Court for the District of Colorado to the extent the dispute involves a federal question.

ARTICLE XIX - COUNTERPARTS; ELECTRONIC DISPOSITION

This Agreement may be executed in multiple counterparts, each of which constitutes an original hereof. Regardless of the number of counterparts, all shall constitute only one agreement. In making proof of this License Agreement, it is not necessary to produce or account for more counterparts than are necessary to show execution by or on behalf of all parties. Furthermore, the original of this License Agreement, including the signature page, may be scanned and stored in a computer database or similar device, and any printout or other output readable by sight, the reproduction of which is shown to accurately reproduce the original of this License Agreement, may be used for any purpose as if it were the original, including proof of the content of the original writing.

ARTICLE XX - PUBLIC DISCLOSURE

The Licensee acknowledges that this License Agreement is public record within the meaning of the Colorado Open Records Act, C.R.S. § 24-72-200.1 *et seq*. as the same may be amended, and accordingly may be disclosed to the public.

ARTICLE XXI - AMENDMENT

This License Agreement may not be amended except pursuant to a written instrument signed by both parties.

ARTICLE XXII - OTHER RIGHTS OF WAY USERS

The parties understand and agree that the Licensor permits other persons and entities to install utility facilities in the PROW. In permitting such work to be done by others, the Licensor shall not be liable to Company for any damage caused by those persons or entities.

ARTICLE XXIII - ENTIRE AGREEMENT

This License Agreement represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof, supersedes all prior oral negotiations between the parties, and can be amended, supplemented, modified, or changed only by an agreement in writing which makes specific reference to this License Agreement and which is signed by the party against whom enforcement of any such amendment, supplement, modification or change is sought.

[*Remainder of Page Intentionally Left Blank – Signature Page Follows*]

IN WITNESS WHEREOF, Licensee and the City have executed this License Agreement as of the Effective Date first above written and under the laws of the State of Colorado.

ATTEST:

_____

City Clerk

[SEAL]

CITY OF PUEBLO,
A Municipal Corporation

By:_____
Mayor

LICENSEE

By: _____
Kevin Marvin, Senior Executive Director

ATTEST:

_____

Title:_____

By:_____

Title:_____

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: March 23, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: AN ORDINANCE ESTABLISHING PROJECT NO. CI2613 - EMPLOYEE CLINIC RENOVATIONS, TRANSFERRING $60,000 FROM THE UNAPPROPRIATED FUND BALANCE OF THE HEALTH SELF INSURANCE FUND, AND BUDGETING AND APPROPRIATING SAID FUNDS IN THE AMOUNT OF $60,000 TO PROJECT NO. CI2613

SUMMARY:

This Ordinance establishes Project No. CI2613 - Employee Clinic Renovations, transfers $60,000.00 from the unappropriated fund balance of the Health Self Insurance Fund, and budgets and appropriates total funds in the amount of $60,000.00 into the newly-created project account.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The City intends to establish a new medical clinic to provide certain healthcare services to City employees as well as occupational health services at the City-owned building located at 650 Dittmer Ave. The prospective medical service provider has identified some minor facility repairs and updates that will be necessary to prepare the building for its proposed use. These include removal of equipment, drywall patching and painting, installation of cabinet locks, installation of doors, installation of privacy "frosting" on interior glass panels, and other similar work on the first floor of the building. Some of the work will be performed by City staff and some will be performed by contracted vendors.

FINANCIAL IMPLICATIONS:

Funds in the amount of $60,000.00 will be transferred from the unappropriated fund balance of the Health Self Insurance Fund and budgeted and appropriated into the

newly-created project account.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Failure to approve this Ordinance will prevent the allocation of funding necessary to complete the renovation work on the first floor of the building at 650 Dittmer Avenue.

RECOMMENDATION:

Approval of the Ordinance

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE ESTABLISHING PROJECT NO. CI2613 - EMPLOYEE CLINIC RENOVATIONS, TRANSFERRING $60,000 FROM THE UNAPPROPRIATED FUND BALANCE OF THE HEALTH SELF INSURANCE FUND, AND BUDGETING AND APPROPRIATING SAID FUNDS IN THE AMOUNT OF $60,000 TO PROJECT NO. CI2613

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

SECTION 1.

Project No. CI2613 - Employee Clinic Renovations, is hereby established.

SECTION 2.

Funds in the amount of $60,000.00 are hereby transferred from the unappropriated fund balance of the Health Self Insurance Fund and budgeted and appropriated into Project No. CI2613 - Employee Clinic Renovations.

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

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: March 23, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: AN ORDINANCE APPROVING A USE PERMIT AND RENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE COLORADO STATE FAIR AUTHORITY, A SUBDIVISION OF THE STATE OF COLORADO, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance approves a Use Pemit and Rental Agreement for the use of facilities at the Colorado State Fairgrounds in support of a community clean up event scheduled to be held on May 2, 2026.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The City of Pueblo will be executing a City-wide clean up event to be held on May 2, 2026, at the Colorado State Fairgrounds for the benefit of City of Pueblo residents. The Colorado State Fair has requested the City enter into a Use Permit and Rental Agreement for use of the facility to host the event. All fees associated with the use of the facility have been waived under the terms of the agreement.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the City of Pueblo will not be able to host the cleanup event as planned at the State Fairgrounds.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. CSF Facility Use Agreement - City Cleanup (260502)

ORDINANCE NO.

AN ORDINANCE APPROVING A USE PERMIT AND RENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE COLORADO STATE FAIR AUTHORITY, A SUBDIVISION OF THE STATE OF COLORADO, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

The Use Permit and Rental Agreement between the City of Pueblo, a Colorado Municipal Corporation, and the Colorado State Fair Authority, a subdivision of the State of Colorado, a copy of which is attached hereto (hereinafter referred to as the "Agreement"), having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is authorized to execute and deliver the Agreement 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

NO: _____

USE PERMIT & RENTAL CONTRACT

This agreement made and entered into this_____day of_____, 2026 and between the Colorado State Authority, hereinafter known as the AUTHORITY, and

ORGANIZATION / EVENT NAME: CITY OF PUEBLO / PUEBLO TEAM UP TO CLEAN UP
CONTACT: ANDREW HAYES, DIRECTOR OF PUBLIC WORKS
ADDRESS: 211 E. D STREET
CITY: PUEBLO STATE: CO ZIP: 81003
PHONE: 719-553-2267 (office) / 719-252-4874 (cell) EMAIL: ahayes@pueblo.us

hereinafter known as the USER or CONTRACTOR
WHEREAS, the AUTHORITY agrees to rent the USER, where is, as is, CARNIVAL LOT (known hereinafter as the PREMISES) located on the Colorado State Fairgrounds for the purpose of **COMMUNITY CLEAN UP** (The "Event").

The AUTHORITY grants User the use and occupancy of the Premises for the following RENTAL PERIOD:

Date(s) of Event: SATURDAY, MAY 2, 2026
Time of Event: 8:00 AM TO 3:00 PM
Authorized MOVE IN period: 8:00 AM to 7:00 PM on FRIDAY, MAY 1, 2026
Move-Out Period: BY 5:00 PM TUESDAY, MAY 5, 2024

Authorized Occupancy: USER shall have access to the Premises on dates and times listed above only. Authorized occupancy on event day(s) only shall be 07:00 AM to 11:59 PM. The Rental Period shall not be extended for any purpose without the written permission of the AUTHORITY's General Manager. User agrees to pay for any additional period of time in excess of the Rental Period.

Now, therefore, in consideration of rental price as follows:
RENTAL FEE: WAIVED - INCLUDES RENTAL PERIOD ABOVE.
DAMAGE DEPOSIT: WAIVED
ADDITIONAL MOVE-IN/MOVE-OUT FEES: WAIVED
SET-UP/CLEAN-UP FEE: WAIVED - CUSTOMER TO PERFORM SET UP & CLEAN UP.

ADJUSTABLE CHARGES: USER is responsible for setup of tables and chairs unless noted above. Additional tables and chairs may be rented from the AUTHORITY should building capacity allow. Additional equipment fees are $6.00 per table and $1.00 per chair. Setup/clean up fees of no less than $350 per occurrence will be charged if AUTHORITY is required to perform setup and/or cleanup.

SECURITY: USER is required to use State AUTHORITY Security at a rate of up to $27.00 per guard per hour and up to$35.50 per uniformed police officer per hour. Number of security guards and/or uniformed police will be determined by security director and AUTHORITY Management.

FOOD & BEVERAGE: Alcoholic Beverages may be **served** during your event; however, the SALE of alcoholic beverages is prohibited. There is no restriction on food service or catering during your event; however, the SALE of food or beverage is prohibited without approval from the AUTHORITY. THE SALE OF ANY FOOD OR BEVERAGE IS STRICTLY PROHIBITED FOR ALL PRIVATE EVENTS.

This signed contract is due back to the AUTHORITY in ten (10) days with first payment to hold building. The USER will notify AUTHORITY fourteen (14) days in advance of event set-up.

The USER agrees to make payments and final settlement as follows: $0.00 due with signed contract. Remaining rental fees, and all estimated Adjustable Charges: Security, additional table and chair rental fees, set-up/clean up, additional move in/out fees, and any other anticipated charges are due no less than fourteen (14) days prior to event. An additional $0.75 and 2.25% service fee will be applied to the transaction amount for all credit card payments.

AUTHORITY will charge and USER agrees to pay one and one-half percent (1.5%) per month interest on any unpaid balance after settlement date

TERMS OF USE

The AUTHORITY and USER hereby agree, to wit (USER TO READ & INITIAL EACH TERM)

_____1) PAYMENT: All base payments, estimated adjustable charges and refundable damage deposit payments are due fourteen days prior to above stated event. Percentage and additional adjustable charge payments, if applicable, are due and payable immediately following said event. An additional $0.75 and 2.25% service fee will be applied to the transaction amount for all credit card payments.

_____2) AGREEMENT TERMINATION: the AUTHORITY reserves the right to terminate this agreement at any time, with cause upon giving written notice thereof.

_____3) DATE RESERVATIONS AND CANCELLATIONS: the AUTHORITY will not guarantee availability of buildings/facilities nor hold date for those who have not submitted a non-refundable down payment. This non-refundable down payment shall be applied to payment due for rental of buildings/facilities if the event is held. Should USER cancel scheduled event at any time, a payment of **$0.00** shall be forfeited as an office charge.

_____4) CURFEW: ALL events are to be concluded and buildings/facilities cleared per the Authorized Rental/Occupancy period above. OUTDOOR events are subject to curfew times established at the option and discretion of the AUTHORITY prior to each individual event. Security will be required for all events concluding after 9:00PM.

_____5) PARKING: USER understands and agrees that parking on the fairgrounds is shared with other USERs and no exclusive rights are granted. The AUTHORITY reserves the right to restrict or designate parking and/or traffic patterns on the fairgrounds s for the safety of patrons. The AUTHORITY reserves the right to charge for parking at their discretion. The AUTHORITY shall retain all parking revenue.

_____6) SECURITY: USER agrees to pay for adequate security officers as directed by the AUTHORITY Manager and Security Director at above stated event.

_____7) ALCOHOLIC BEVERAGES: Any use of alcoholic beverages on the Colorado State Fairgrounds is subject to the AUTHORITY approval and notification to State of Colorado, Department of Revenue, and Liquor Enforcement. The SALE of alcoholic beverages is prohibited without a valid liquor license and Food/Beverage contract with the AUTHORITY.

_____8) RESTROOM FACILITIES: Restroom facilities and supplies will be made available to USER by the AUTHORITY. USER, if required, will furnish restroom attendants.

_____9) INSTALLATIONS/DECORATIONS: USER is hereby granted permission to install at USER'S expense such items as displays, exhibits, decorations, etc, but will not be permitted to move or change any permanent fixtures attached to and a part of the building/facility, or to nail or tack any materials to the walls or ceilings of said buildings/facilities. USER further agrees to refrain from marring or defacing said building/facilities in any form whatsoever, and return premises in same condition as when received, ordinary wear and tear accepted. USER also agrees not to put tape on floors (painters tape or electrical tape may be used but must be removed after event). USE OF GLITTER, CONFETTI AND FOG MACHINES IS STRICTLY PROHIBITED; use of these items will result in forfeiture of damage deposit and/or additional fees.

_____10) REMOVAL OF EXHIBITS: USER agrees to pay the AUTHORITY (at current storage rate) for any material or merchandise left in buildings or on the premises after Authorized Rental/Occupancy period the AUTHORITY shall not be responsible for loss or damage to any merchandise or materials left on premises after event. USER also agrees to remove all signs, banners, and any other promotional material or advertisements immediately upon completion of the event. Should the AUTHORITY have to remove any of the above stated materials, the damage deposit will be retained as a clean-up/storage fee.

_____11) CLEANING: USER agrees to remove USER'S exhibits, displays, decorations, and all garbage, debris, etc., no later than 11:59 p.m. on the final day of the Rental Period. USER further agrees to return premises in same condition as when received, ordinary wear and tear accepted. All garbage must be removed from building and deposited in appropriate collection containers. The AUTHORITY agrees to remove all refuse and recycling from outside collection containers. Should USER fail to remove garbage, displays or decorations and fail to leave the building in an acceptably clean state, the damage deposit will be retained by the AUTHORITY as a clean-up fee and additional charges may apply.

_____12) ELECTRICAL POWER: Building/Facilities are rented where is, as is, with normal amount of electrical power, equipment, appliances, etc. Abnormal usage of power shall be paid by USER. No cutting into electrical lines is permitted. USER agrees to request any special electrical requirements for said event not later than two (2) weeks in advance of said event. The AUTHORITY will be sole judge of determining the availability and/or overload of electrical services and shall exercise the right to control the same.

_____13) LIABILITY: To the extent permitted by law, the USER hereby agrees to indemnify, save, defend and hold harmless the Colorado State Fair Authority, its officers, agents, servants and employees from any and all claims, causes of action, and suits accruing or resulting from damage, injury or loss to any person or persons or personal property, including all persons to whom the USER may be liable under any workmen's compensation laws, and the USER himself, and from any loss, damage, cause of action, claims, or suits for damage, including but not limited to loss of property, goods, wares, merchandise, or livestock, caused by, arising out of, or in any way connected with the exercise USER'S privileges herein.

_____14) INSURANCE/GIA: Local Agency is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10- 101, et seq., C.R.S. (the "GIA") and shall maintain at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the GIA, as applicable now or hereafter amended.

_____15) LESSOR LIABILITY EXPOSURE. Notwithstanding any other provision of this lease to the contrary, no term or condition of this lease shall be construed or interpreted as a waiver of any provision of the Colorado Governmental Immunity Act, §24-10-101 et seq., C.R.S., as now or hereafter amended. The parties hereto understand and agree that liability for claims for injuries to persons or property arising out of the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of §24-10-101, et seq., C.R.S., as now or hereafter amended and §24-30-1501, et seq., C.R.S., as now or hereafter amended. Any provision of this lease, whether or not incorporated herein by reference, shall be controlled, limited and otherwise modified so as to limit any liability of the Lessor to the above cited laws.

16) INDEPENDENT CONTRACTOR. Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. 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. Unemployment insurance benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this contract. 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 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.

_____17) COMPLIANCE WITH LAW. Contractor 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.

_____18) CHOICE OF LAW. 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. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this contract, to the extent capable of execution.

_____19) BINDING ARBITRATION PROHIBITED. The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contact or incorporated herein by reference shall be null and void.

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

*** Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect.**

USER/Contractor:	**State of Colorado:**
City of Pueblo, a Colorado municipal corporation Legal Name of Contracting Entity	**Colorado State Fair Authority** 1001 Beulah Ave. Pueblo, CO 81004 719.561.8484
_____ Signature of Authorized Officer*	_____ Andrea Wiesenmeyer, General Manager
Heather Graham, Mayor Printed Name & Title of Authorized Officer	
_____ Date	_____ Date
84-6000615 FEIN	

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By:_____
Lea Cassidy, Controller Delegate

Date:_____

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: March 23, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

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

SUBJECT: AN ORDINANCE APPROVING AN 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 of 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.

BOARD/COMMISSION RECOMMENDATION:

The Community Services Advisory Commission has made funding recommendations to both the City and the County for delivery of service.

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. If this ordinance is not approved, CSAC will cease to exist.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Resolution 09903
2. CSAG Agreement

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:

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

RESOLUTION NO. 9903

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF PUEBLO AND THE COUNTY OF PUEBLO FOR COMMUNITY SERVICES PLANNING, ADMINISTRATION AND ACCOUNTABILITY SERVICES AND PROVIDING FOR THE EXECUTION THEREOF, TRANSFERRING FUNDS FROM THE CONTINGENCY ACCOUNT, AND RESCINDING RESOLUTION 9891

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, City has requested a proposal from County for consolidation and cooperation with respect to certain activities relating to the funding, contracting and compliance monitoring of such organizations, and County has made such a proposal to City, which, as modified herein, is acceptable to 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.

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

SECTION 1.

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.

Funds in the amount of $17,500 are hereby transferred from the Contingencies Account in the 2003 budget.

SECTION 3.

The President of the City Council is authorized to execute the Agreement for Community Services Planning, Administration and Accountability Services in the name of the City and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 4.

Resolution 9891 is hereby rescinded in its entirety.

INTRODUCED July 14, 2003

BY Al Gurule
Councilperson

APPROVED: _____
President of City Council

ATTEST:

_____
City Clerk

Reso. #9903

Background Paper for Proposed

RESOLUTION

AGENDA ITEM # 9

DATE: JULY 14, 2003

DEPARTMENT: CITY MANAGER'S OFFICE
LEE R. EVETT, CITY MANAGER
DAVE GALLI, DEPUTY CITY MANAGER

TITLE

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF PUEBLO AND THE COUNTY OF PUEBLO FOR COMMUNITY SERVICES PLANNING, ADMINISTRATION AND ACCOUNTABILITY SERVICES AND PROVIDING FOR THE EXECUTION THEREOF, TRANSFERRING FUNDS FROM THE CONTINGENCY ACCOUNT, AND RESCINDING RESOLUTION 9891

ISSUE

An agreement between the City of Pueblo and the County of Pueblo contracting with the County's Department of Housing and Human Services to provide contracting and compliance monitoring for the City's Health and Human Services and other general revenue funding appropriated said the purposes.

RECOMMENDATION

Approve

BACKGROUND

The City approached the County with a request to consolidate the activities of funding, contracting, and compliance monitoring of the Health and Human Services agencies, and other agencies providing "Community Services" as defined in the Agreement. The City and County have historically coordinated their funding, but have allocated funds and monitored each funded agency separately.

This Agreement consolidates these activities under the County's Department of Housing and Human Services and creates the *Community Services Advisory Commission*. The *Commission* serves in an advisory capacity only. The City Council retains the authority to make funding decisions. The City retains the ability to monitor and evaluate the progress and performance of the County Department of Housing and Human Services. This is a three-year Agreement from June 1, 2003 through May 31, 2006.

This agreement was previously approved by the City Council at the June 23 City Council meeting; however, Pueblo County had asked for several modifications. The changes, which are agreeable to the City staff, are as follows:

1. Members of the Community Services Advisory Commission will be jointly appointed by the County Commissioners and the City Council upon recommendations made by a selection committee comprised of three County Commissioners and three members of the City Council.
2. Prohibits any employee of the City or County or any affiliated entity from serving on the Community Services Advisory Commission.
3. Provides that the agreement may be terminated by either party, without cause, upon 10 days written notice.

FINANCIAL IMPACT

The City agrees to pay to County compensation in the amount of $17,500 for the first year of the original term of the Agreement and $12,000 per year for years two and three. Funds to be transferred from the Contingency Account.

AGREEMENT FOR COMMUNITY SERVICES PLANNING, ADMINISTRATION AND ACCOUNTABILITY SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 14th day of July, 2003 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, City has requested a proposal from County for consolidation and cooperation with respect to certain activities relating to the funding, contracting and compliance monitoring of such organizations, and County has made such a proposal to City, which, as modified herein, is acceptable to 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*" shall mean the Board of County Commissioners of County;

"*CDBG Funds*" shall mean Community Development Block Grant funds provided by or through the U.S. Department of Housing and Urban Development, and includes any program income attributable thereto;

"*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; child care; 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 501(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. One voting member shall be a person serving on the City's Citizen Advisory Committee for CDBG funds and one voting member shall be a person serving on the County's Community Services Block Grant Advisory Board. 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 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 County funds which may be provided by County (hereinafter "Proposals"); review, analyze, and comment upon the Proposals; and make recommen-dations to the Board and 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. Nothing in this Agreement, however, is intended to be applicable to or affect the process or procedures which apply to the allocation or use of CDBG Funds by either City or County.

(b) In general, funding recommendations should attempt to reasonably allocate available funding based upon articulable criteria developed by the Commission in order to serve the most important otherwise unmet Community Services needs of the Community; 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 budgetary 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 County Department of Housing and Human Services.

The County Department shall have the responsibilities, and provide the specific functions and services, set forth below:

(a) The County Director will act as the lead administrator for all activities contemplated by this Agreement, and shall directly supervise the staff of the County Department.

(b) The County Director and staff of County Department will consult and collaborate with the City Director and such City staff as may be designated by the City Manager.

(c) Under the supervision of the County Director, the County 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 City Director, 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, 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 City to County.

In order to partially defray County's costs and expenses in performing services under this Agreement which in part relate to City's funding of Service Agencies, while reducing City's costs and expenses through the avoidance of duplication of services, City agrees to pay to County compensation ("Compensation") in the amount of $17,500 for the first year of the original term of this Agreement for services provided and expenses incurred hereunder. Payment of Compensation hereunder shall be in monthly installments, each equal to 1/12 of the total annual Compensation. In the second and third years of the original term, the amount of Compensation payable by City to County for its services shall be $12,000. The parties state and acknowledge that the reason that Compensation is higher during the first year of the initial term is due to one-time start-up costs associated with consolidation.

8. Term of Agreement.

Subject to annual appropriation for years after 2003, the initial term of this Agreement shall be from June 1, 2003 to May 31, 2006, unless sooner terminated as provided herein. By mutual agreement of the parties in writing, this Agreement may be 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 County or non-payment by the City, 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, County shall turn over all materials and contracts involving City funding to City Director, cease further work and the County 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 City 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 Interest.

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. County Recordkeeping.

County shall maintain records as to work performed, services provided, and reimbursable expenses (if any) incurred in performing the functions to be performed by County Department hereunder, including the Scope of Services. County shall also keep and maintain accounting records in accordance with accounting standards for governmental entities. City shall have the right to inspect and copy, during reasonable business hours, all books, documents, papers and records, including accounting records of the County, 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 City may require that a copy of all of County's financial and other records relating to this Agreement be turned over to City.

13. Inquiry by City.

Notwithstanding anything in this Agreement, at the request of Council, or for any other reason, City 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 City.

14. City Oversight.

The City shall have the right to monitor and evaluate the progress and performance of the County Department to assure that the terms of this Agreement are being satisfactorily fulfilled. The City Department may review the County's performance using on-site visits, progress reports required to be submitted by the County, audit findings, disbursement transactions and contact with the County as necessary. If requested, the County shall furnish to the City quarterly program and financial reports of its activities in such form and manner as may be requested by the City. County and County Department shall fully cooperate with City relating to such monitoring and evaluation.

15. Liability; Insurance.

As to the City, County 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 County 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. §24-10-101, et. seq. County shall provide and maintain Workers' Compensation insurance coverage or self insurance on its employees complying with the requirements of state law.

16. Equal Employment Opportunity.

In connection with the performance of this Agreement, County shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, disability or age. County 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.

ATTEST:

City Clerk

CITY OF PUEBLO, a Municipal Corporation

By _____
President of the City Council

APPROVED AS TO FORM:

City Attorney

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

Director of Finance

ATTEST:

Secretary

COUNTY OF PUEBLO

By _____
Chair, Board of County Commissioners

DATE	BALANCE IN 2003 CONTINGENCIES ACCT.		DEBIT	CREDIT	BALANCE
	Beginning Balance				$ 164,550.00
3/24/2003	Federal Consumer Information Center		$ 3,500.00		$ 161,050.00
3/24/2003	Parking Enforcer Vehicle Purchase		$ 23,000.00		$ 138,050.00
4/14/2003	Special Election Expenses		$ 60,000.00		$ 78,050.00
7/14/2003	City/County Community Services Agreement		$ 17,500.00		$ 60,550.00
7/28/2003	Additional Matching Funds--Transit Grant		$ 6,864.00		$ 53,686.00
					$ 53,686.00
					$ 53,686.00

STATE OF COLORADO,)
) ss.
County of Pueblo.)

The Board of County Commissioners met in Regular session in its office in Pueblo County, Colorado, on Tuesday the 15th day of July A.D.20 03, at 9:00 A.M. o'clock.

Present: Loretta Kennedy Chairman.
" John L. Klomp (Excused) County Commissioner.
" Matt Peulen County Commissioner.
" Gary Raso, Asst. Cty. Att. County Attorney.
" Sue M. Kovacich, Dep. Clerk County Clerk or Deputy.

When the following proceedings, among others, were had and done, to wit:

RESOLUTION NO. 03-177

APPROVING THE AGREEMENT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF PUEBLO FOR THE ESTABLISHMENT OF A COMMUNITY SERVICES ADVISORY COMMISSION

WHEREAS, the City of Pueblo ("City") and Pueblo County ("County) provide significant funding to local non-profit community service organizations and have staff employees providing essentially the same functions with respect to the funding, contracting and compliance monitoring of such organizations; and

WHEREAS, in an effort to reduce costs and avoid duplication of services, the City and County desire to enter into an Agreement which sets forth their arrangement for consolidation and cooperation with respect to their activities associated with local non-profit community service organizations; and

WHEREAS, Sections 18(2)(a) and (b) of Article XIV of the Colorado Constitution, and Section 29-1-203, C.R.S., authorize governments to contract and cooperate with one another; and

WHEREAS, the City Council of the City of Pueblo approved said agreement at their July 14, 2003, City Council meeting; and

WHEREAS, said cooperative agreement is for an initial term of three (3) years beginning June 1, 2003 and ending May 31, 2006, and according to the terms of the agreement the City of Pueblo agrees to pay to Pueblo County compensation for services provided and expenses incurred under the Agreement in the amount of $17,500.00 for the first year and $12,000.00 in the second and third years, subject to annual appropriation by the City of Pueblo for years after 2003; and

WHEREAS, this Board feels it would serve the public welfare and be in the best interests of the citizens of Pueblo County, Colorado, for the County of Pueblo to enter into a cooperative Agreement with the City of Pueblo to enable both entities to serve the needs of local non-profit community service organizations in a more efficient and cost effective manner.

STATE OF COLORADO,)
) ss.
County of Pueblo.)

The Board of County Commissioners met in Regular session in its office in Pueblo County, Colorado, on Tuesday the 15th day of July A.D.20 03, at 9:00 A.M. o'clock.

Present: _____ Chairman.

" _____ County Commissioner.

" _____ County Commissioner.

" _____ County Attorney.

" _____ County Clerk or Deputy.

When the following proceedings, among others, were had and done, to wit:

RESOLUTION NO. 03-177 (CONTINUED)

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pueblo County, Colorado, that the Agreement between the City of Pueblo, a Municipal Corporation, and Pueblo County, Colorado, dated July 14, 2003, and effective beginning June 1, 2003, the terms and conditions of which are incorporated herein by this reference, be, and hereby is, approved.

BE IT FURTHER RESOLVED that the Chair of the Board of County Commissioners of Pueblo County, Colorado, be, and hereby is, authorized to sign said Agreement on behalf of Pueblo County.

BE IT EVEN FURTHER RESOLVED that the Pueblo County Department of Housing and Human Services act as the Lead Agency in the Partnership and the Director of the Pueblo County Department of Housing and Human Services is named Lead Administrator and is hereby authorized to implement the terms of the Agreement on behalf of Pueblo County.

By the following vote on roll call:

KENNEDY - AYE PEULEN - AYE

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 Budget and Finance Department;

"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.
    d. Priority should be given to applicants providing low to moderate income childcare services.

-

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: March 23, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Carla Sikes, City Attorney

SUBJECT: AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND FRIENDS OF CITY PARK, A COLORADO NONPROFIT CORPORATION FOR RENOVATION OF THE CITY PARK BATH HOUSE AND AUTHORIZING THE MAYOR TO EXECUTE SAID MEMORANDUM OF UNDERSTANDING

SUMMARY:

Attached is an Ordinance approving a Memorandum of Understanding between the City of Pueblo and Friends of City Park ("FCP") for renovation of the City Park Bath House.

PREVIOUS COUNCIL ACTION:

On March 9, 2023, City Council approved Resolution No. 16274 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.

BACKGROUND:

FCP was formed in an effort to preserve and renovate the City Park Bath House to meet today's modern needs as a public facility, world class tennis center, and multi-purpose community space. FCP is in the process of fundraising and applying for various grants. Many of the grants FCP seeks to obtain require that it has physical and legal control over the property. The attached Memorandum of Understanding allows FCP access and control of the property. It also sets forth the parties' understandings and further terms and conditions relating to the renovations.

Pursuant to the attached MOU, FCP will be solely responsible for funding and completing the renovation project. During this project, the Bath House will be closed to the public. FCP must maintain personal property, commercial liability, and workers compensation insurance. All contractors working on the project must be licensed and insured. All work must be completed pursuant to applicable building codes after

receiving proper engineering, plan review, building permit, and inspections.

FINANCIAL IMPLICATIONS:

The City will pay to insure the real property and pay utilities. FCP shall be responsible for all other costs to renovate the Bath House. In consideration for the MOU, the City will receive the value of the improvements to the Bath House upon conclusion of the MOU.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the MOU will not be approved.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND FRIENDS OF CITY PARK, A COLORADO NONPROFIT CORPORATION FOR RENOVATION OF THE CITY PARK BATH HOUSE AND AUTHORIZING THE MAYOR TO EXECUTE SAID MEMORANDUM OF UNDERSTANDING

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

SECTION 1.

The Memorandum of Understanding ("MOU"), between the City of Pueblo, a Colorado Municipal Corporation and Friends of City Park, a Colorado nonprofit corporation, having been approved as to form by the City Attorney is hereby approved. The Mayor is authorized to execute and deliver the MOU in the name of the City and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 2.

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

SECTION 3.

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

City Council.

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

Docusign Envelope ID: 2A2D7213-0257-482D-BACF-5006AF84C854

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: March 23, 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: A RESOLUTION CONFIRMING THE APPOINTMENT OF CLYDE BISHOP TO THE POSITION OF CITY CLERK.

SUMMARY:

The Mayor has appointed Clyde Bishop to the position of City Clerk and requests confirmation of said appointment by the City Council. Such appointment is based on his education, training, experience, and fitness for the position.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

Mr. Bishop holds a bachelor's degree in criminal justice and has worked for the City of Pueblo for 26 years. Mr. Bishop proudly served as a Police Officer with the Pueblo Police Department for 22 years before transferring to the City Clerk's office in 2023 to serve as the Municipal Records Technical Coordinator. This history has provided him with the skills of leadership, sound judgment, problem-solving and coordination of complex municipal functions.

Mr. Bishop has garnered experience during his time in the City Clerk's office with CORA requests, the election process, records retention, and City Council meeting operations. He has been instrumental in processing the agendas for City Council meetings and operating the audio/visual equipment during the meetings. Mr. Bishop has taken continuing education courses with the Colorado Municipal Clerks Association expanding his knowledge in marijuana and liquor licensing, enforcement, records management, CORA, leadership and many other valuable courses. He has honed his professional skills which, combined with his approachability, will ensure that staff and citizens will have a reliable resource. The combination of long-term institutional legal knowledge and recent technical leadership will provide the City with a strong, knowledgeable City Clerk.

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FINANCIAL IMPLICATIONS:

The salary and benefits of the City Clerk have been budgeted and appropriated within the 2026 budget.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

Failure to confirm the appointment of the City Clerk will result in that position remaining vacant.

RECOMMENDATION:

Approval of the Resolution

ATTACHMENTS:

1. Bishop City Clerk packet Redacted

Docusign Envelope ID: 2A2D7213-0257-482D-BACF-5006AF84C854

RESOLUTION NO. 16287

A RESOLUTION CONFIRMING THE APPOINTMENT OF CLYDE BISHOP TO THE POSITION OF CITY CLERK.

WHEREAS, Mayor Heather Graham has requested confirmation of the City Council of the appointment of Clyde Bishop to the position of City Clerk; and

WHEREAS, Clyde Bishop meets and exceeds the qualifications for the appointment of City Clerk based on his education, training and experience; NOW, THEREFORE

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment by the Mayor of Clyde Bishop as City Clerk shall be and is hereby confirmed by the City Council.

SECTION 2.

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

SECTION 3.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: March 23, 2026

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

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

EMPLOYMENT APPLICATION

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

Bishop, Clyde W
2602-1007 CITY CLERK

Received: 2/13/26 02:51 PM
For Official Use Only:
QUAL: _____
DNQ: _____
☐ Experience
☐ Training
☐ Other: _____

PERSONAL INFORMATION

POSITION TITLE: CITY CLERK	**EXAM ID#:** 2602-1007
NAME: (Last, First, Middle) Bishop, Clyde W	**SOCIAL SECURITY NUMBER:** [redacted]
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [redacted]	**EMAIL ADDRESS:** [redacted]
HOME PHONE: [redacted]	
DRIVER'S LICENSE: ■Yes ☐No	**DRIVER'S LICENSE:** State: CO Number: [redacted]
	LEGAL RIGHT TO WORK IN THE UNITED STATES? ■Yes ☐No
What is your highest level of education? Bachelor's Degree	

PREFERENCES

Nothing Entered For This Section

EDUCATION

DATES:	**SCHOOL NAME:** Bellevue University	
LOCATION:(City, State/Province) Bellevue, Nebraska	**DID YOU GRADUATE?** ■Yes ☐No	**DEGREE RECEIVED:** Bachelor's
MAJOR: Criminal Justce		

WORK EXPERIENCE

DATES: From: 1/2023 To: Present	**EMPLOYER:** Pueblo City Clerk's Office	**POSITION TITLE:** Municipal Records and Technical Coordinator
ADDRESS: (Street, City, State/Province, Zip/Postal Code) 1 City Hall Pl, Pueblo, Colorado, 81003		
PHONE NUMBER: 719 553 2601	**SUPERVISOR:** Marisa Stoller - City Clerk	**MAY WE CONTACT THIS EMPLOYER?** ■Yes ☐No
HOURS PER WEEK: 40		

DUTIES:
Coordinates with multiple departments throughout the City to prepare the City Council agenda and creates complete signed and recorded files of those items passed for the official City record. Defines methods and parameters for the electronic indexing and tracking of municipal records, taking inventory, and cataloguing records. Coordinates the annual submittal of records and Certificates of Records Disposal to the State Archives Division. Assists with set up and operation of electronic vote tabulation and all associated aspects in the organization and administration of any General or Special Elections conducted by the City Clerk.

REASON FOR LEAVING:
N/A

DATES: From: 1/2001 To: 1/2023	**EMPLOYER:** Pueblo Police Department	**POSITION TITLE:** Police Officer
ADDRESS: (Street, City, State/Province, Zip/Postal Code) 200 S Main St, Pueblo, Colorado, 81003		
PHONE NUMBER: (719) 553-2502	**SUPERVISOR:** Chris Noeller - Chief	**MAY WE CONTACT THIS EMPLOYER?** ■Yes ☐No
HOURS PER WEEK: 40	**# OF EMPLOYEES SUPERVISED:** 0	

DUTIES:
Protects life, property, and public safety by enforcing laws, patrolling assigned areas, and responding to emergency calls. Duties include investigating crimes, interviewing witnesses/suspects, collecting evidence, making arrests, and testifying in court

REASON FOR LEAVING:
Was injured on duty and reassigned to the City Clerk's Office.

DATES: From: 6/1995 To: 6/1999	**EMPLOYER:** Center Police Department	**POSITION TITLE:** Corporal
ADDRESS: (Street, City, State/Province, Zip/Postal Code) 294 S Worth St, Center, Colorado, 81125		
PHONE NUMBER: 719-754-3497	**SUPERVISOR:** Hugo Chavez - Police Chief	**MAY WE CONTACT THIS EMPLOYER?** ■Yes ☐No
HOURS PER WEEK: 40	**# OF EMPLOYEES SUPERVISED:** 3	

DUTIES:
Protects life, property, and public safety by enforcing laws, patrolling assigned areas, and responding to emergency calls. Duties include investigating crimes, interviewing witnesses/suspects, collecting evidence, making arrests, and testifying in court.

Was the Evidence Technician and was responsible for maintaining the chain of custody, utilize records management systems to log items, and prepare evidence for court, disposal, or release, adhering strictly to legal standards.

REASON FOR LEAVING:
I took a position with another police department

CERTIFICATES AND LICENSES

Nothing Entered For This Section

Skills

Nothing Entered For This Section

ADDITIONAL INFORMATION

Nothing Entered For This Section

REFERENCES

Nothing Entered For This Section

Agency-Wide Questions

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

   No

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

   Yes

The following terms were accepted by the applicant upon submitting the online application:

By clicking on the 'Accept' button, I hereby certify, under penalty of perjury, that this application was completed by me, contains no misrepresentation or falsification, and that all entries on it, and information in it are true, accurate and complete to the best of my knowledge and belief. Further, I understand and attest that:

- this completed application is the property of the City of Pueblo.
- I give the City of Pueblo or designee(s) permission to verify any information regarding my application.
- I may be required to verify any and all information given on this application and the City of Pueblo may contact prior employers and other references.
- should an investigation at any time reveal misrepresentation or falsification, my application may be rejected, my name removed from the candidate register, and if I have been appointed to a position from such register that I may be dismissed from City service, and be disqualified from applying in the future for any position under the jurisdiction of the Pueblo Civil Service Commission.
- I will have to produce documentation verifying identity and employment eligibility in the U.S.
- I must notify the City of Pueblo Civil Service Commission of any changes in my name, address, or phone number.
- for both administrative and financial reasons, the City of Pueblo requires direct deposit payment for all payroll checks. Unless an exemption is authorized, my regular monthly net pay will be deposited electronically on the regularly scheduled pay day.

This application was submitted by Clyde W Bishop on 02/13/26 02:51 PM

Signature_____

Date_____

Bellevue University

By Charter of the State of Nebraska and upon the recommendation of the Faculty and Administration, the Board of Directors of Bellevue University authorizes the award of the

Bachelor of Science

degree with a major in

Criminal Justice

to

Clyde W Bishop

with all the Rights, Privileges, and Responsibilities pertaining to it and has granted this diploma as evidence of admission to the baccalaureate scholastic rank. In Testimony Thereto, we have subscribed our names, confirmed by the Seal of the University in Bellevue, Nebraska, this thirty-first day of March, 2016

Scott Cowen
Chair of the Board

BELLEVUE UNIVERSITY
MCMLXVI

Mary Hendricks
President

Clyde Bishop
[redacted]

Dear Madam Mayor,

I am writing to express my strong interest in the position of Pueblo City Clerk. I have proudly served the City of Pueblo for 26 years, and since January 2023, I have worked as the Municipal Records Technical Coordinator within the City Clerk's Office. This combination of long-term institutional knowledge and recent technical leadership has prepared me to step confidently into the City Clerk role and continue advancing the office's mission of transparency, accuracy, and exceptional public service.

Throughout my career, I have taken on responsibilities that require leadership, sound judgment, and the ability to coordinate complex municipal functions. In my current role, I have led improvements to records management workflows, strengthened digital accessibility, and ensured compliance with state and municipal retention requirements. These efforts have required not only technical expertise but also the ability to guide staff, collaborate across departments, and implement changes that support long-term operational efficiency.

My experience supporting the City's election processes has been especially meaningful. Working closely with the Clerk's Office during election cycles has given me a deep understanding of the precision, neutrality, and public trust required to administer elections effectively. I have assisted with voter services, ballot processing support, public inquiries, and the meticulous documentation required to maintain compliance and transparency. This hands-on experience has reinforced my commitment to safeguarding the integrity of Pueblo's democratic processes. I have also demonstrated leadership in daily operations by mentoring colleagues, coordinating projects, and serving as a reliable resource for staff, elected officials, and the public. My approach balances professionalism with approachability, ensuring that residents feel supported and that internal teams have the guidance they need to succeed.

After 26 years of service, I am deeply invested in the success of our community and the continued excellence of the City Clerk's Office. I bring a strong work ethic, a collaborative mindset, and a vision for strengthening public engagement, modernizing systems, and maintaining the highest standards of accountability. I am ready to lead an office that plays a vital role in both government operations and public trust.

Thank you for considering my application. I would welcome the opportunity to discuss how my leadership experience, elections support background, and long-standing dedication to the City of Pueblo align with the needs of the City Clerk's Office. It would be an honor to continue serving our community in this expanded capacity.

Sincerely,
Clyde Bishop, BS

Clyde Bishop

[redacted]

SUMMARY

Meticulous Municipal Records Coordinator with strong critical thinking and attention to detail. Experienced in preparing City Council agendas and supporting election operations. Prepared to contribute to streamlined processes and improved data management.

SKILLS

- Records management
- Electronic record management
- File maintenance
- Document control
- File retrieval
- Record retention
- Data entry accuracy
- Evidence handling
- Vote tabulation support
- Records coordination
- Research
- Software knowledge
- Critical thinking
- Attention to detail
- Leadership qualities
- Agenda preparation
- Archiving expertise

EXPERIENCE

Municipal Records Coordinator
Pueblo, CO
City of Pueblo/ Jan 2023 to Current

- Coordinates with multiple departments throughout the City to prepare the City Council agenda and creates complete signed and recorded files of those items passed for the official City record. Assists with set up and operation of electronic vote tabulation and all associated aspects in the organization and administration of any General or Special Elections conducted by the City Clerk.

Police Officer
Pueblo, Colorado
City of Pueblo/ Jan 2001 to Jan 2023

- Enforced laws and regulations to maintain public safety and order.
- Conducted investigations to gather evidence and witness statements.
- Patrolled assigned areas to deter crime and assist the community.
- Responded to emergency calls and provided immediate assistance.
- Prepared detailed reports on incidents, arrests, and investigations.
- Trained junior officers on procedures and best practices for law enforcement.
- Improved community safety by conducting field sobriety tests and investigating DUIs and vehicle accidents.

Police Officer
Center, CO
City of Center/ Jun 1995 to Jun 1999

- Enforced laws and regulations, enhancing public safety and maintaining community order.
- Responded to emergency calls, providing immediate assistance to ensure public safety and support affected individuals.
- Patrolled assigned areas to deter crime and assist the community.

- Conducted investigations, gathering evidence and witness statements to support case resolution.
- Evidence Technician responsible for maintaining records, proper storage, chain of custody, and destruction of evidence.

EDUCATION AND TRAINING

Bachelor of Science
Bellevue University May 2016
Bellevue, Nebraska, NE

COLORADO NOTARY PUBLIC

Training Certificate

THIS DOCUMENT CERTIFIES THAT

Clyde Bishop

has successfully completed the
Colorado Notary Public Training - RULONA

Completed on:
7/24/2023

This certificate of proof of completion is valid for a period of ninety days from the date of issuance.

Laserfiche Certified Professional Program

CERTIFICATE OF COMPLETION

This certificate is presented to:

Clyde Bishop

in recognition of successfully completing the Laserfiche Certified Professional course:

Certified Records Management Laserfiche 11 - Recommended Training

COMPLETION DATE:

12/10/2025

Laserfiche®
CERTIFIED PROFESSIONAL

KARL CHAN
President, Laserfiche

Docusign Envelope ID: 2A2D7213-0257-482D-BACF-5006AF84C854

City Clerk's Office Item # Q2

Background Paper for Proposed Action Item

COUNCIL MEETING DATE: March 23, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Vince Petkosek, Deputy City Clerk

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

SUBJECT: A RESOLUTION OF THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, IN SUPPORT OF HB26-1313: CONCERNING ADJUSTMENTS TO THE REQUIREMENTS OF THE STATEWIDE AFFORDABLE HOUSING FUND

SUMMARY:

Attached is a Resolution in support of HB26-1313: Adjust Requirements Statewide Affordable Housing Fund.

PREVIOUS COUNCIL ACTION:

Not Applicable to this Resolution.

BACKGROUND:

Colorado HB26-1313 was introduced in the Colorado House of Representatives on March 2, 2026, by Representative Andrew Boesenecker. The bill updates how local governments demonstrate progress toward affordable housing goals established under Proposition 123, the statewide affordable housing measure approved by voters in 2022. Under current law, any jurisdiction that fails to meet its previously calculated goal becomes ineligible, along with its for-profit and nonprofit development partners, for Proposition 123 funding in the 2027 calendar year. This includes the City of Pueblo

For the City of Pueblo, the original formula created a significant and unintended barrier. Because Pueblo has a higher proportion of low-income residents and historically lower housing rates than surrounding areas, the baseline number of affordable units was artificially inflated. This produced an unrealistic requirement: a 3% annual increase in deed-restricted affordable housing for three consecutive years, totaling 1,206 new units. Pueblo has not experienced overall residential growth at that scale in recent decades, let alone growth specifically in deed-restricted affordable housing. As a result, the original target was effectively unattainable.

HB26-1313 substantially revises the system for determining whether communities

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remain eligible for Proposition 123 funding. Beginning with the 2027–2029 compliance cycle, the rigid 3% annual increase is replaced with a "target increase number." This new target is calculated by taking the jurisdiction's average annual number of new housing permits over the previous three years and multiplying it by a factor of 0.10, 0.15, or 0.20. The factor applied depends on how the county's job growth compares to the statewide median.

Preliminary estimates indicate that Pueblo would fall into the 0.15 category. Using recent permitting data, Pueblo's new three-year target would be approximately 120 deed-restricted affordable units, an achievable and realistic goal compared to the previous requirement of 1,206 units.

The bill also introduces several flexibility mechanisms. Local governments may request waivers if they are unable to meet their targets, and certain types of units, such as those built on donated land, those that receive property/sales tax abatements, or for-sale affordable units, receive bonus credit toward the target.

Additionally, a good-faith waiver option is available for the current 2024–2026 cycle, which the City will need to access funding in 2027.

Overall, HB26-1313 provides a more accurate and equitable framework for measuring affordable housing progress. For Pueblo, it corrects a structural flaw in the original formula and ensures that the City, its development partners, community organizations, and citizens can continue accessing critical Proposition 123 resources.

Since the inception of the program (01/01/2023 – 03/11/2026), Pueblo County, including the City of Pueblo, have received awards totaling $17,483,337.

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 HB26-1313.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

Docusign Envelope ID: 2A2D7213-0257-482D-BACF-5006AF84C854

RESOLUTION NO. 16288

A RESOLUTION OF THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, IN SUPPORT OF HB26-1313: CONCERNING ADJUSTMENTS TO THE REQUIREMENTS OF THE STATEWIDE AFFORDABLE HOUSING FUND

WHEREAS, The Colorado General Assembly recently introduced House Bill 26-1313, Adjust Requirements Statewide Affordable Housing Fund to update how local governments demonstrate progress toward affordable housing goals established under Proposition 123 ; and

WHEREAS, The City of Pueblo's existing goal is artificially inflated and effectively unattainable; and

WHEREAS, The City of Pueblo, vital community partners, and citizens of the City of Pueblo will be negatively impacted by losing access to this funding in 2027; 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 RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City of Pueblo supports House Bill 26-1313 and urges its legislators to vote YES on this legislation.

SECTION 2.

A copy of this Resolution be transmitted to all members of the Colorado Senate and House of Representatives.

INTRODUCED: March 23, 2026

BY: Roger Gomez
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff B7A4F51823AD462...
PRESIDENT OF CITY COUNCIL

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

Docusign Envelope ID: 2A2D7213-0257-482D-BACF-5006AF84C854

City Clerk's Office Item # Q3

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: March 23, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Vince Petkosek, Deputy City Clerk

FROM: Joe Latino, Councilor
Roger Gomez, Councilor

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2026 GENERAL FUND BUDGET TO CARE AND SHARE, INC. (DBA CARE AND SHARE FOOD BANK FOR SOUTHERN COLORADO) IN THE AMOUNT OF $1,000 TO SPONSOR THE 2026 RECIPE FOR HOPE LUNCHEON FROM 12:00–1:00 PM AT PUEBLO CONVENTION CENTER ON APRIL 16, 2026

SUMMARY:

Attached for consideration is a request for support of Care and Share Food Bank for Southern Colorado in the amount of $1,000 to sponsor the 2026 Recipe for Hope Luncheon from 12:00 - 1:00 PM at the Pueblo Convention Center on April 16, 2026.

PREVIOUS COUNCIL ACTION:

Council supported this Recipe for Hope Luncheon in 2025 for $2,000.

BACKGROUND:

City Council Members Roger Gomez and Joe Latino are requesting $1,000 to sponsor Care and Share Food Bank for Southern Colorado 2026 Recipe for Hope Luncheon. The Recipe for Hope Luncheon will take place on April 16, 2026, from 12:00 - 1:00 PM at the Pueblo Convention Center.

Care and Share Food Bank for Southern Colorado's mission is to ensure equitable and sustainable access to nutritious food and education by partnering with neighbors, communities, organizations, and supporters across Southern Colorado because they believe no one should go hungry. Their vision is to place people first to maximize access to nutritious food and meet the unique needs of each neighbor they serve. Their core values are people, resilience, integrity, dignity, equity, and excellence.

Recipe for Hope is one of their most inspiring events, bringing together over 300 guests

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to hear stories of courage and resilience from neighbors who have faced hunger as well as to see how their generosity creates change. Care and Share Food Bank for Southern Colorado began in 1972 when Sister Dominique Pisciotta saw that our community could do more to help those struggling to put food on the table. Today, through their network of 45 Pueblo partner agencies and direct service programs like Mobile Food Pantries, the Children's Nutrition Initiative, and Everyday Eats for seniors, we are ensuring healthy food reaches neighbors who need it most. 80% of what they distribute is highly nutritious (fresh produce, dairy, meat, and bread).

Sponsorship funds will be used to cover costs associated with hosting the luncheon as it is a free event for the community to learn more about how they help those who face food insecurity. This sponsorship tier includes 8 VIP tickets.

FINANCIAL IMPLICATIONS:

Payment of funds in the amount of $1,000 would be paid from the Council Contingencies Account in the 2026 General Fund Budget to Care and Share, INC. (DBA Care and Share Food Bank for 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 Members Roger Gomez and Joe Latino.

ATTACHMENTS:

1. Sponsorship Request Packet - Care and Share Food Bank for Southern Colorado - Recipe for Hope
2. SOS - CARE AND SHARE, INC.
3. 2026 Contingencies (Council) Care and Share Food Bank for Southern Colorado - Recipe for Hope

Docusign Envelope ID: 2A2D7213-0257-482D-BACF-5006AF84C854

RESOLUTION NO. 16289

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2026 GENERAL FUND BUDGET TO CARE AND SHARE, INC. (DBA CARE AND SHARE FOOD BANK FOR SOUTHERN COLORADO) IN THE AMOUNT OF $1,000 TO SPONSOR THE 2026 RECIPE FOR HOPE LUNCHEON FROM 12:00–1:00 PM AT PUEBLO CONVENTION CENTER ON APRIL 16, 2026

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of $1,000 from the Council Contingencies Account in the 2026 General Fund Budget is authorized to be paid to Care and Share Food Bank for Southern Colorado to sponsor the 2026 Recipe for Hope Luncheon from 12:00 - 1:00 PM at Pueblo Convention Center on April 16, 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 23, 2026

BY: Roger Gomez
MEMBER OF CITY COUNCIL

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

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

Sponsorship Request

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

Requestor Name	Rita Fox
Date	02/25/2026
Requestor Phone	[redacted]
Requestor Email	[redacted]
Business/Organization Name	Care and Share Food Bank for Southern Colorado
Organization Website	https://careandshare.org/
Please share your business or organizations mission/goals	At Care and Share Food Bank, our mission is to ensure equitable and sustainable access to nutritious food and education by partnering with neighbors, communities, organizations, and supporters across Southern Colorado because we believe no one should go hungry. Our vision is to place people first to maximize access to nutritious food and meet the unique needs of each neighbor we serve. Our core values are people, resilience, integrity, dignity, equity, and excellence.
Sponsorship request for	Event
Requested Amount	$2,500.00
Describe how contribution will be used	Financial support is the most powerful tool in our fight against hunger. By becoming a Recipe for Hope sponsor, you help Care and Share leverage your investment to entice increased gifts from the community, thereby allowing us to direct the most funding possible to providing food for our neighbors in need, especially children. Sponsors help to cover the costs for the luncheon as it is a free event for the community to learn more about how we help those who face food insecurity.
Event Title	Care and Share Food Bank's Recipe for Hope
Event Date	04/16/2026
Event Time	12:00 PM (MST)
Event Location	Pueblo Convention Center 320 Central Main St, Pueblo, CO 81003
Admission to this event is	Free
Event Description:	The Recipe for Hope event is on April 16, 2026, from 12:00 PM - 1:00 PM, at the Pueblo Convention Center. We are grateful for your consideration in helping

	children and families facing food insecurity across our region. Recipe for Hope is one of our most inspiring events, bringing together over 300 guests to hear stories of courage and resilience from neighbors who have faced hunger as well as to see how their generosity creates change. Care and Share Food Bank for Southern Colorado began in 1972 when Sister Dominique Pisciotta saw that our community could do more to help those struggling to put food on the table. Today, through our network of 45 Pueblo partner agencies and direct service programs like Mobile Food Pantries, the Children's Nutrition Initiative, and Everyday Eats for seniors, we are ensuring healthy food reaches neighbors who need it most. 80% of what we distribute is highly nutritious (fresh produce, dairy, meat, and bread).
Does your organization hold multiple events per year?	Yes
If yes, please list the event titles and a short description.	Heroes Helping Heroes - Southern Colorado Veteran's Food Distribution: We serve veterans and families from Pueblo and 13 Rural counties such as Las Animas, Bent, Otero, Crowley County, Custer County, and Trinidad. The goal is to honor September 11th. In 2026, the Heroes Helping Heroes event will be held at CSU Pueblo on September 12th. In 2025 we handed out 1,000 boxes of food, 1,000 bags of fresh produce, ground beef, and over 1,000 baked goods and pastries. We also had 20 wraparound service agencies there for the day to provide veterans with more resources for help. Take a Turkey to work Day: We collect frozen turkeys and non-perishable goods at King Soopers locations. Last year it was on November 21st. Typically, we hold the event the Friday before Thanksgiving and distribute the turkeys the next day to help families have a centerpiece for their Thanksgiving meal.
Sponsorship Benefits	Logo on VIP table, Logo recognition displayed at event, Recognized during event announcements
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?	El Pomar, CHFA, utilities, corporations
What population(s) does your organization primarily serve? (multi select)	• Veterans • Disadvantaged – low income • Youth • Adults • Families • Senior Citizens
How many individuals did your organization serve last year?	We provided more than 4 million pounds of food to Pueblo County which is the equivalent of 3,336,398 meals. 43,468 neighbors served and 287,154 neighbors duplicated meaning they used the service more than one time.
Please upload supporting documents such as sponsorship request letter, event flyer etc.	Recipe for Hope Sponsorship Menu-Pueblo 2026.pdf

Payment Details

Make check payable to	Care and Share Food Bank for Southern Colorado
Address	100 Greenhorn Dr Pueblo, CO 81004
Phone Number	719-418-4297

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**

CARE AND SHARE℠
FOOD BANK FOR SOUTHERN COLORADO

Recipe for Hope

Thursday, April 16, 2026 | Pueblo Convention Center | 12 - 1 p.m.

Care and Share Food Bank's Recipe for Hope Luncheon is one of the largest fundraising events in Pueblo County.

Since 2019, Recipe for Hope - Pueblo has provided attendees the opportunity to hear powerful stories of hope and inspiration from our neighbors experiencing food insecurity, our partners, and our supporters. During the one-hour program, you will learn more about Care and Share's 50-plus year history, impact in the community, and our vision for the future.

Whether you're a sponsor, a table captain, or a guest, your support is a vital ingredient in furthering our mission and helping to create more access to the nutritious food children, families, and older adults across our 29-county service area need to thrive.

Last year's impact

15 event sponsors **+** **11** corporate tables **+** **301** event attendees **=** **249,096** meals raised

2026 RECIPE FOR HOPE SPONSORSHIP OPPORTUNITIES

Sponsorship Benefits	Audience Size	$25,000	$10,000	$5,000	$2,500	$1,000
Logo on VIP table	300+ attendees	X	X	X	X	X
Logo recognition displayed at event	300+ attendees	X	X	X	X	X
Recognized during event announcements	300+ attendees	X	X	X	X	
Post event sponsor photo	20+ attendees	X	X	X		
Logo included on webpage	4,000+ visitors	X	X	X		
Name featured in e-newsletter	14,000+ subscribers	X	X	X		
Logo on pledge card	300+ attendees	X	X	X		
Logo on invitation	Countless	X	X	X		
Logo included in direct mail newsletter	26,000+ recipients	X	X			
Tagged in social media posts	15,000+ followers	X	X			
Inclusion of logo in email signature	Countless	X	X			
In studio media mention	Countless	X				
Inclusion of logo in email signature	15,000+ followers	X				

Thank you for your consideration and support!!

About Care and Share Food Bank:

At Care and Share Food Bank, we believe no one should go hungry. We provide food to neighbors in need across 29 counties in Southern Colorado through our partner food pantries, meal programs, and direct services. Care and Share is a partner food bank of Feeding America, a national food bank association. Last fiscal year, Care and Share distributed more than 21 million meals to 294,994 neighbors.

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,

CARE AND SHARE, INC.

is a

Nonprofit Corporation

formed or registered on 10/07/1974 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 19871278974 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 02/25/2026 that have been posted, and by documents delivered to this office electronically through 02/26/2026 @ 13:14:47 .

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 02/26/2026 @ 13:14:47 in accordance with applicable law. This certificate is assigned Confirmation Number 18256104 .

Jena Griswold

Secretary of State of the State of Colorado

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

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

DATE	BALANCE IN 2025 CONTINGENCIES ACCOUNT		DEBIT	CREDIT	BALANCE
	Beginning Balance				$ 85,000.00
1/12/26	Catholic Charities - Espiritu Mardi Gras Masquerade		$ 1,000.00		$ 84,000.00
1/26/26	Mariposa Center for Safety - 2nd Annual Ode to Chocolate Indulgence		$ 800.00		$ 83,200.00
1/26/26	Latino Chamber - Dinner Dance Celebration		$ 1,000.00		$ 82,200.00
2/9/26	Boys & Girls Clubs - Champions of Youth Dinner		$ 1,500.00		$ 80,700.00
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
3/23/26	Care and Share Food Bank - Recipe for Hope		$ 1,000.00		$ 77,200.00
					$ 77,200.00
					$ 77,200.00

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Background Paper for Proposed Resolution

COUNCIL MEETING DATE: March 23, 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 GARCIA FOUNDATION (DBA GARCIA FUTURES PROJECT) IN THE AMOUNT OF $1,000 TO SPONSOR THE 2026 THE PLACE FROM 3:30 TO 6:30 PM AT ST. ANNE'S PARK IN EASTWOOD HEIGHTS ON TUESDAY, APRIL 28TH, 2026

SUMMARY:

Attached for consideration is a request for support of Garcia Foundation in the amount of $1,000 to sponsor The PLACE from 3:30 to 6:30 PM at St. Anne's Park in Eastwood Heights on Tuesday, April 28th, 2026.

PREVIOUS COUNCIL ACTION:

Council supported this event in 2023 and 2024 for $1,000, and in 2025 for $750.

BACKGROUND:

City Council Member Joe Latino is requesting $1,000 to sponsor Garcia Foundation's event The PLACE. The event will take place on Tuesday, April 28th, 2026, from 3:30 to 6:30 PM at St. Anne's Park in Eastwood Heights.

The PLACE is a community block party that will bring 60–70 organizations together, featuring career opportunities and resources for the 800-1200 Puebloans expected to attend. Attendees will have access to resource tables including colleges, workforce center, military, law enforcement, housing, insurance, schools, voter registration, health organizations and more, providing invaluable information to support Pueblo youth and their families. This is their 7th event in three years.

Sponsorship funds will be used to cover operational costs such as liability insurance, porta-potties, handwashing stations, trash cans, entertainment, rental of chairs and

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tables, traffic cones, the stage & sound system, Pueblo Proud shirts, marketing, printing, and food & beverages.

FINANCIAL IMPLICATIONS:

Payment of funds in the amount of $1,000 would be paid from the Council Contingencies Account in the 2026 General Fund Budget to Garcia Foundation.

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 - Garcia Foundation - The PLACE
2. SOS - Garcia Futures Project - The Place 3.4.26
3. 2026 Contingencies (Council) Garcia Foundation - The PLACE

Docusign Envelope ID: 2A2D7213-0257-482D-BACF-5006AF84C854

RESOLUTION NO. 16290

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2026 GENERAL FUND BUDGET TO GARCIA FOUNDATION (DBA GARCIA FUTURES PROJECT) IN THE AMOUNT OF $1,000 TO SPONSOR THE 2026 THE PLACE FROM 3:30 TO 6:30 PM AT ST. ANNE'S PARK IN EASTWOOD HEIGHTS ON TUESDAY, APRIL 28TH, 2026

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of $1,000 from the Council Contingencies Account in the 2026 General Fund Budget is authorized to be paid to Garcia Foundation to sponsor the 2026 The PLACE from 3:30 to 6:30 PM at St. Anne's Park in Eastwood Heights on Tuesday, April 28th, 2026.

SECTION 2.

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

SECTION 3.

This Resolution shall become effective upon passage and approval.

INTRODUCED: March 23, 2026

BY: Joe Latino
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff B7A4E51823AB462...
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	Jeanette Garcia with support from City Councilman Joe Latino
Date	03/02/2026
Requestor Phone	[redacted]
Requestor Email	[redacted]
Business/Organization Name	The PLACE
Organization Website	The PLACE
Please share your business or organizations mission/goals	To bring the community into the neighborhoods emphasizing a safe networking gathering, career opportunities, and resources available in our community that benefit families, seniors, vets, and children.
Sponsorship request for	Event
Requested Amount	$1000
Describe how contribution will be used	To assist in expenses for liability insurance, porta-potties, hand washing stations, trash cans, entertainment, rental of chairs and tables, traffic cones and stage and sound system, Pueblo Proud shirts, marketing, printing, along with food and beverage being available for all. This 5-member all female committee are all volunteers.
Event Title	The PLACE (Pueblo's Legacy And Community Experiences)
Event Date	04/28/2026
Event Time	3:00 PM (MST)
Event Location	St. Anne's Park, 2400 East 12th Street,Pueblo,CO 81001
Admission to this event is	Free
Event Description:	Welcoming between 800 and 1200 Puebloans of all ages to a community block party where all are welcome. There will be between 60 and 70 resource tables, including colleges, work force center, military, law enforcement, face painting, housing, insurance, educational schools, K-12; preschools, voter registration, health organizations and more available for patrons of this event. A "passport" is used so with every 4 visits to a resource table, there is an opportunity for a physical benefit, sluch as pizza or a shirt, etc. This is our 7th event after three

	years. This is organized by a group of volunteers wanting to make Pueblo even better by hosting this event of information and comaderie.
Does your organization hold multiple events per year?	Yes
If yes, please list the event titles and a short description.	Spring and Fall events at different locations throughout the city.
Sponsorship Benefits	Recognition on back of shirt; and banner
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?	CHFA, PURA, Library, Community Health Center
What population(s) does your organization primarily serve? (multi select)	• Disadvantaged – low income • Youth • Adults • Families • Senior Citizens • LGBTQ+ • Persons with disabilities • Veterans • Unhoused individuals • Individuals with substance abuse disorders • Undocumented noncitizens
How many individuals did your organization serve last year?	approximately 2300

Payment Details

Make check payable to	Garcia Foundation
Address	8 Mirada Court
Phone Number	719-406-3802

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

THE P.L.A.C.E

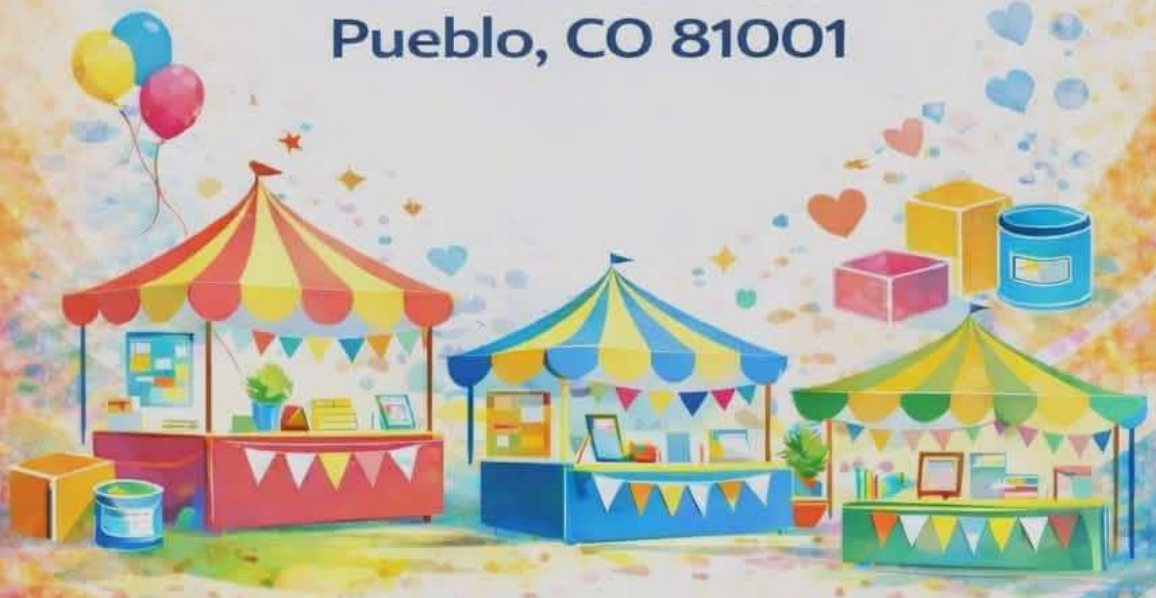
Pueblo's Legacy & Community Experiences

TUESDAY, APRIL 28TH, 2026

3:30pm to 6:30pm

St. Anne's Park
Eastwood Heights
"Dog Patch"

2700 E. 12th St.
Pueblo, CO 81001



For more information email us at
theplacepueblo@gmail.com

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,

Garcia Futures Project

is a

Nonprofit Corporation

formed or registered on 06/27/2017 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 20171498710 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 03/03/2026 that have been posted, and by documents delivered to this office electronically through 03/04/2026 @ 14:38:40 .

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 03/04/2026 @ 14:38:40 in accordance with applicable law. This certificate is assigned Confirmation Number 18280309 .

Jena Griswold

Secretary of State of the State of Colorado

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

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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
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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
3/23/26	Care and Share Food Bank - Recipe for Hope		$ 1,000.00		$ 77,200.00
3/23/26	Garcia Foundation - The PLACE		$ 1,000.00		$ 76,200.00
					$ 76,200.00
					$ 76,200.00

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City Clerk's Office Item # R1

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: March 23, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Vince Petkosek, Deputy 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

Docusign Envelope ID: 3954D53B-276F-4D3D-8027-F26EBC828F66

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

Docusign Envelope ID: 3954D53B-276F-4D3D-8027-F26EBC828F66

ORDINANCE NO. 11130

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.

Docusign Envelope ID: 3954D53B-276F-4D3D-8027-F26EBC828F66

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 March 09, 2026.

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

DocuSigned by:
Mark Cliff
B7A4E51823AB462...
President of City Council

Action by the Mayor:

☐ Approved on 03/24/2026.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
3A85950B7BCA462...
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

Signed by:
Vincent Petkosek
330F90D300E24F8...
Deputy City Clerk

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 SUBDIVISION NO. 1
SW 1/4 SEC. 12 FARKIY FILING
LOT 7 NE 1/4 SEC. 12
LOT 1 BLOCK 3 COLLEGE ESTATES
LOT 1 BLOCK 3 COLLEGE ROAD SHOPPING CENTER SUBDIVISION
LOT 1 DAVIS SUBDIVISION
UNPLATTED
N. ELIZABETH STREET
S. ELIZABETH AVE. (CR 45)

N89°54'15"E 300.00'
N 1/4 CORNER SECTION 13
NW 1/4 SEC. 13
NE 1/4 SEC. 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'
S00°15'27"W 177.73'
N89°49'07"E 202.57'
R=3310.00' D=02°31'20" L=145.71'
N00°15'27"E 145.96'
D=02°00'04" L=115.61'
N00°15'27"E
159.19'
220.35'
S07°26'51"E 31.99'
498.30'
S89°59'50"W
877.84'
N00°06'42"E ---BASIS OF BEARINGS--- 503.48'
N00°06'42"E

LEGEND

PROPOSED ZONING BOUNDARY

CITY R-6 — EXISTING ZONING

CITY B-4 — EXISTING ZONING

CITY BP — PROPOSED ZONING

SCALE: 1" = 60'

0 30' 60' 120'

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.

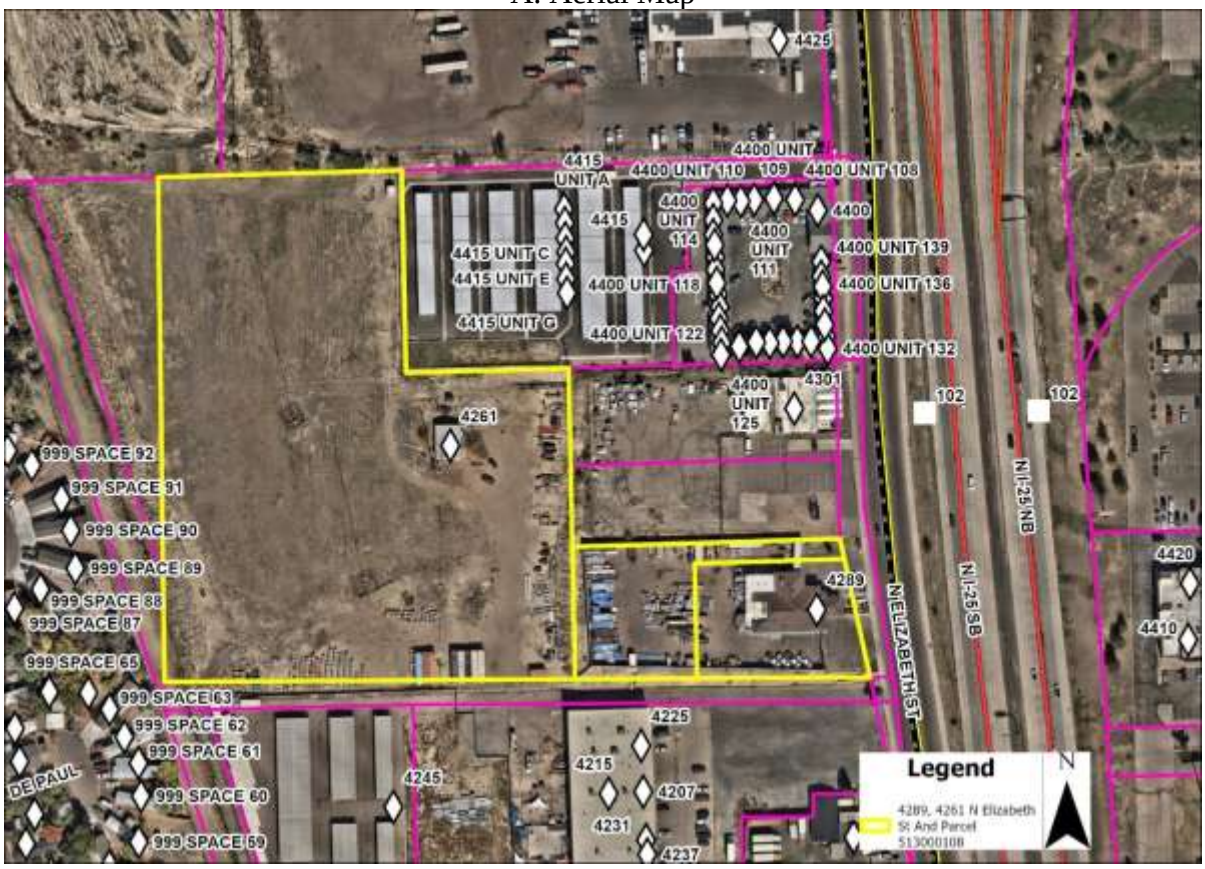
REFERRAL AGENCIES AND COMMENTS:

- 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

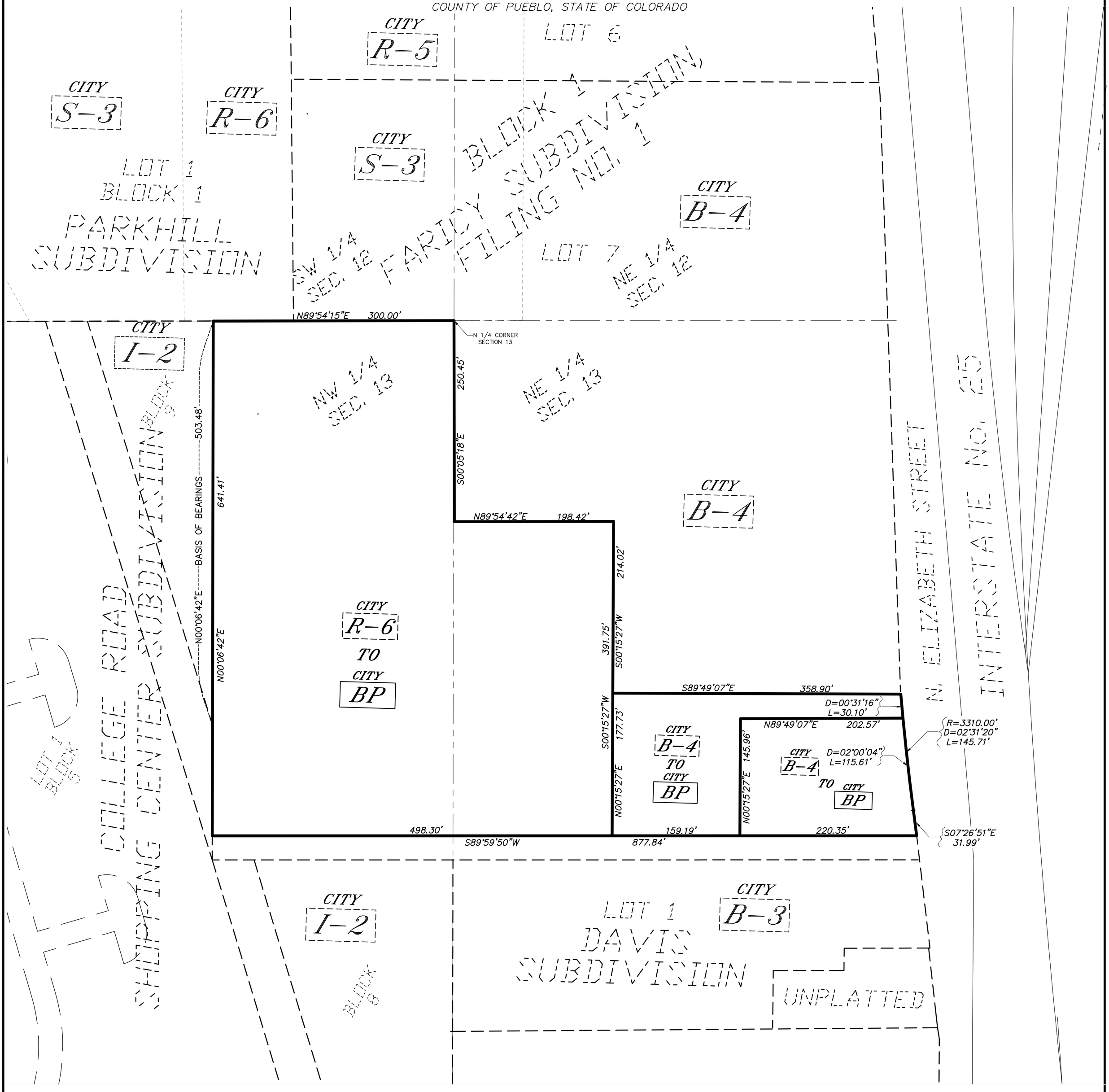
Google Imagery from N Elizabeth ROW; Sept. 2025

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

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:

7-29-20

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

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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

Docusign Envelope ID: 3954D53B-276F-4D3D-8027-F26EBC828F66

City Clerk's Office Item # R2

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: March 23, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Vince Petkosek, Deputy 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.

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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

Docusign Envelope ID: 3954D53B-276F-4D3D-8027-F26EBC828F66

ORDINANCE NO. 11131

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

Docusign Envelope ID: 3954D53B-276F-4D3D-8027-F26EBC828F66

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.

Docusign Envelope ID: 3954D53B-276F-4D3D-8027-F26EBC828F66

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 March 09, 2026.

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

DocuSigned by:
Mark Cliff
B7A4F51823AB482...
President of City Council

Action by the Mayor:

☐ Approved on 03/24/2026.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
3A85950B7BCA462...
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

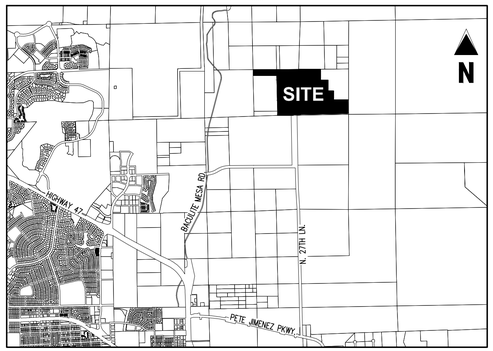
ATTEST

Signed by:
Vincent Petkosek
330F90D300E24F8...
Deputy City Clerk

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;

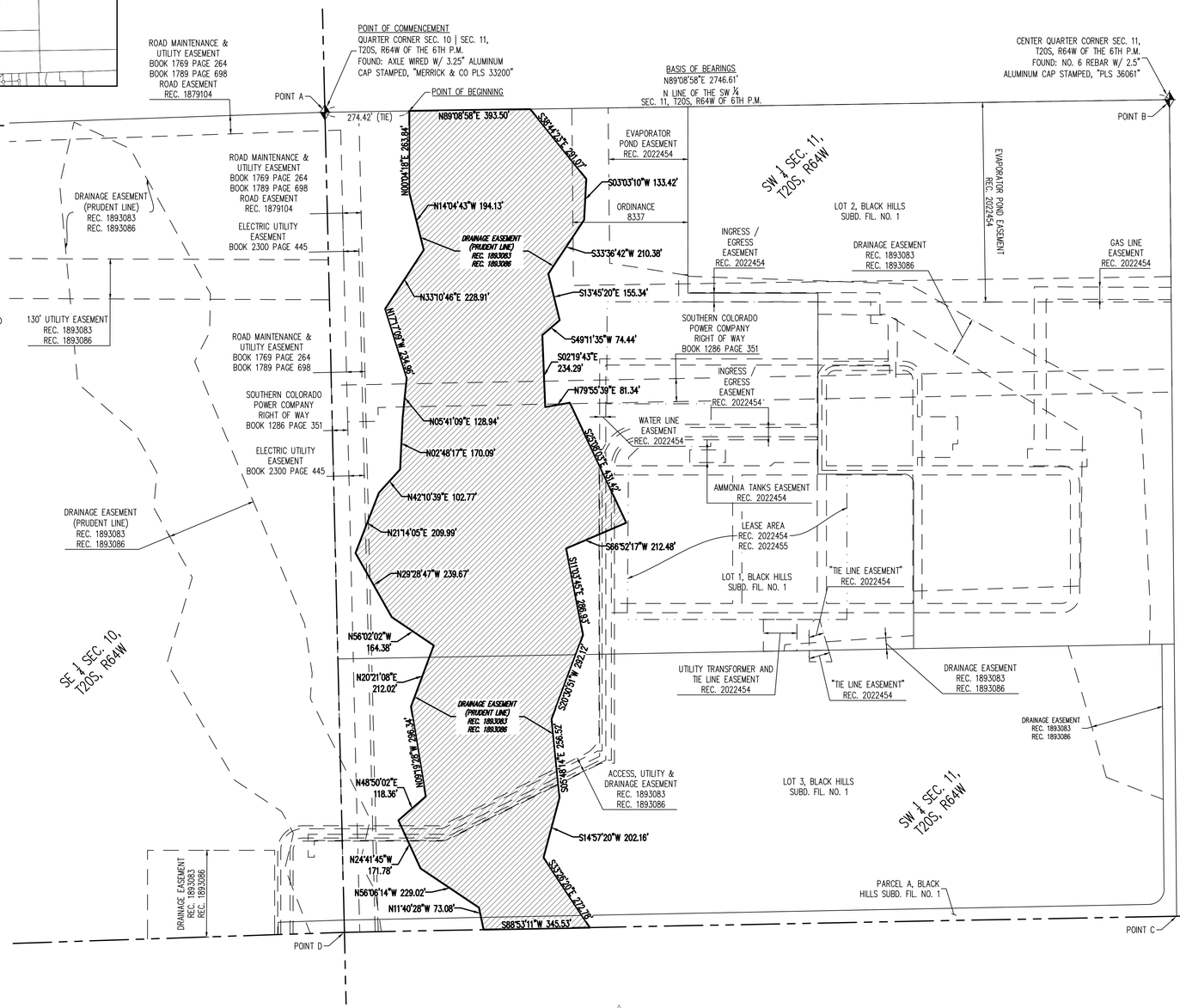
THENCE N17°17'09"W, A DISTANCE OF 234.96 FEET;

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_Public - CFE000006 - Black Hills Public\SURVEY\CAD\EASEMENT\Easement Vacation Plat\CFE000006.10_Easement_Vacation_Plat.dwg | Layout: 1 | Date: 12/11/2025 | User: John Houston

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

city of PUEBLO colorado

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.

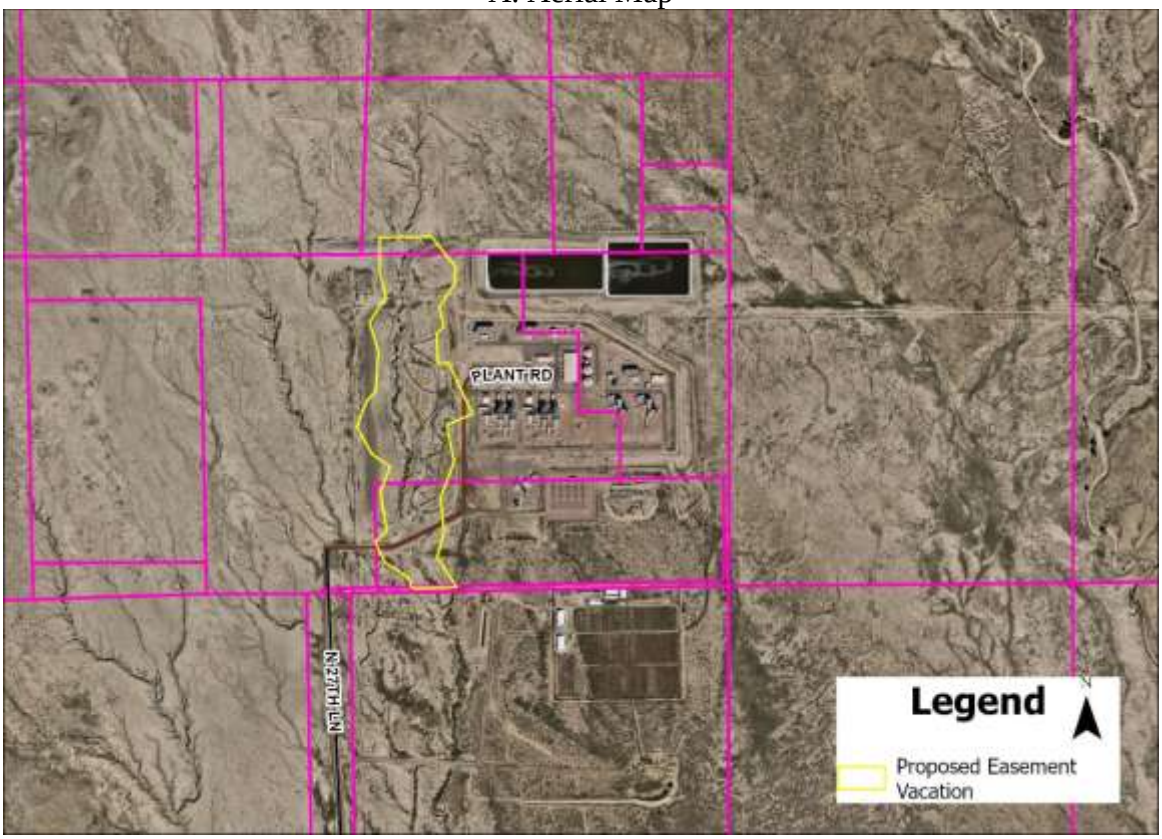
REFERRAL AGENCIES AND COMMENTS:

• 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

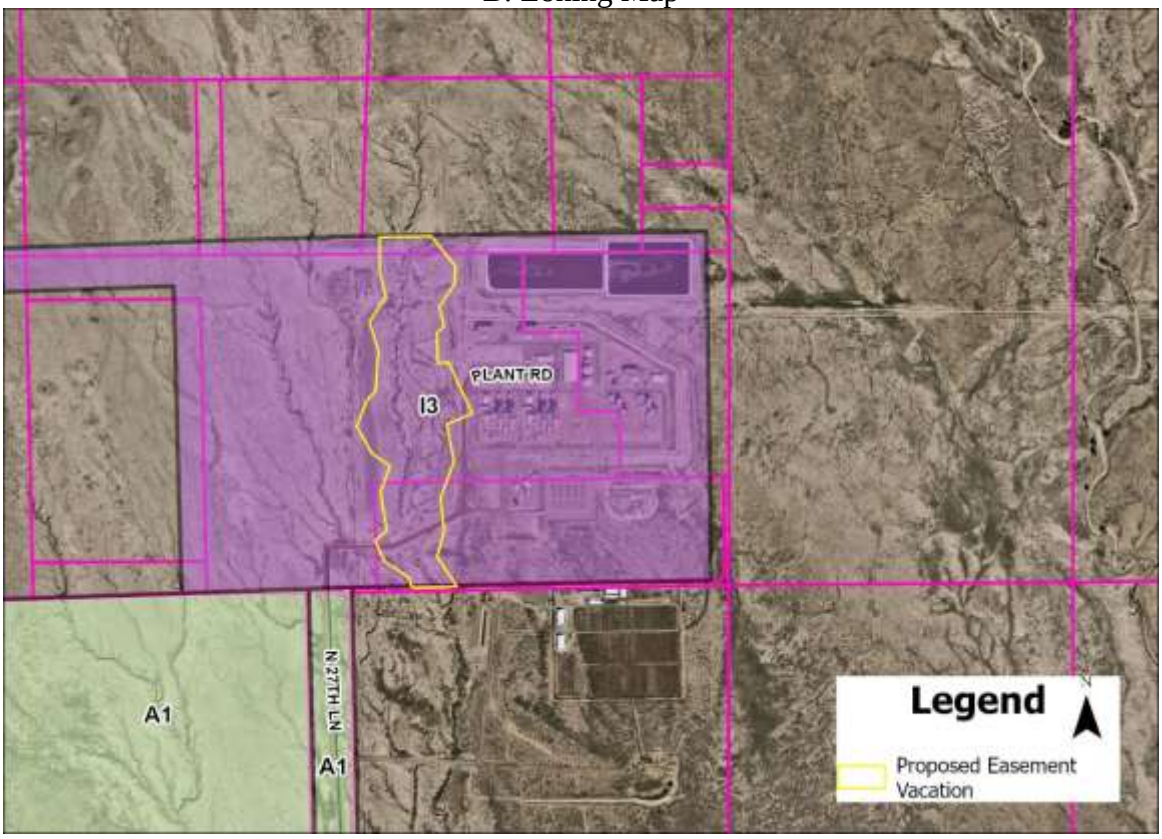
ATTACHMENTS:

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

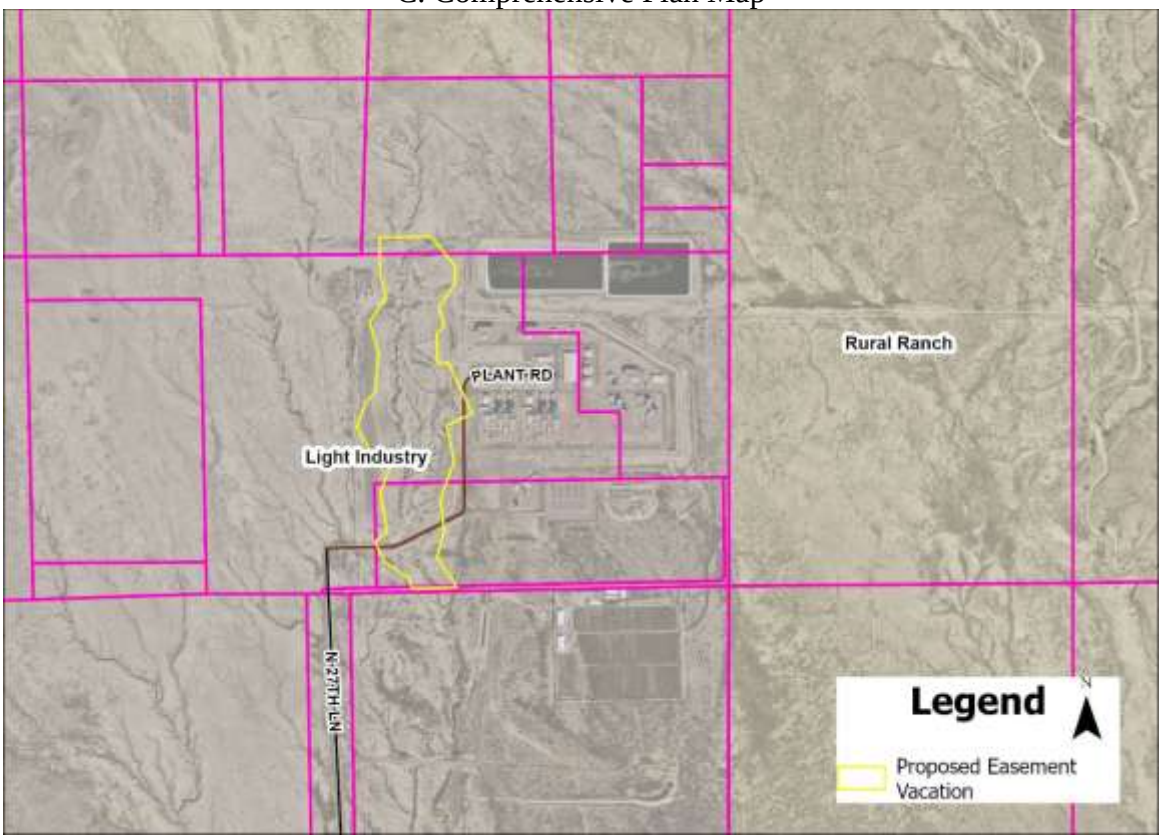
A. Aerial Map



B. Zoning Map



C. Comprehensive Plan Map



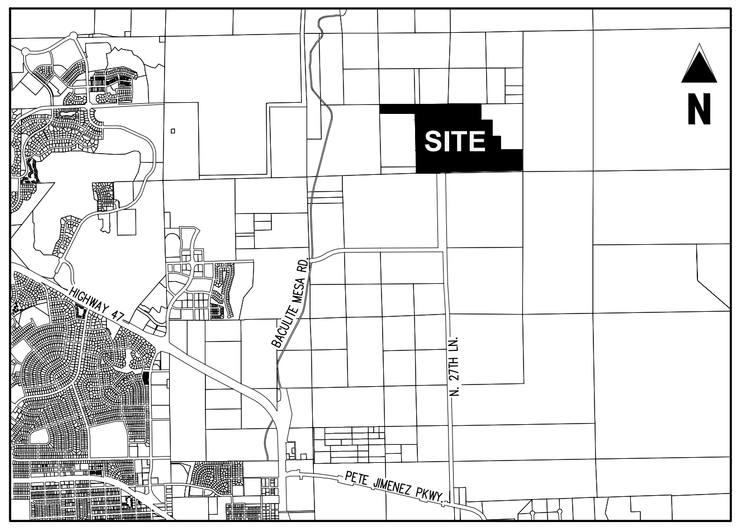
D. Public Notice Photo

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;

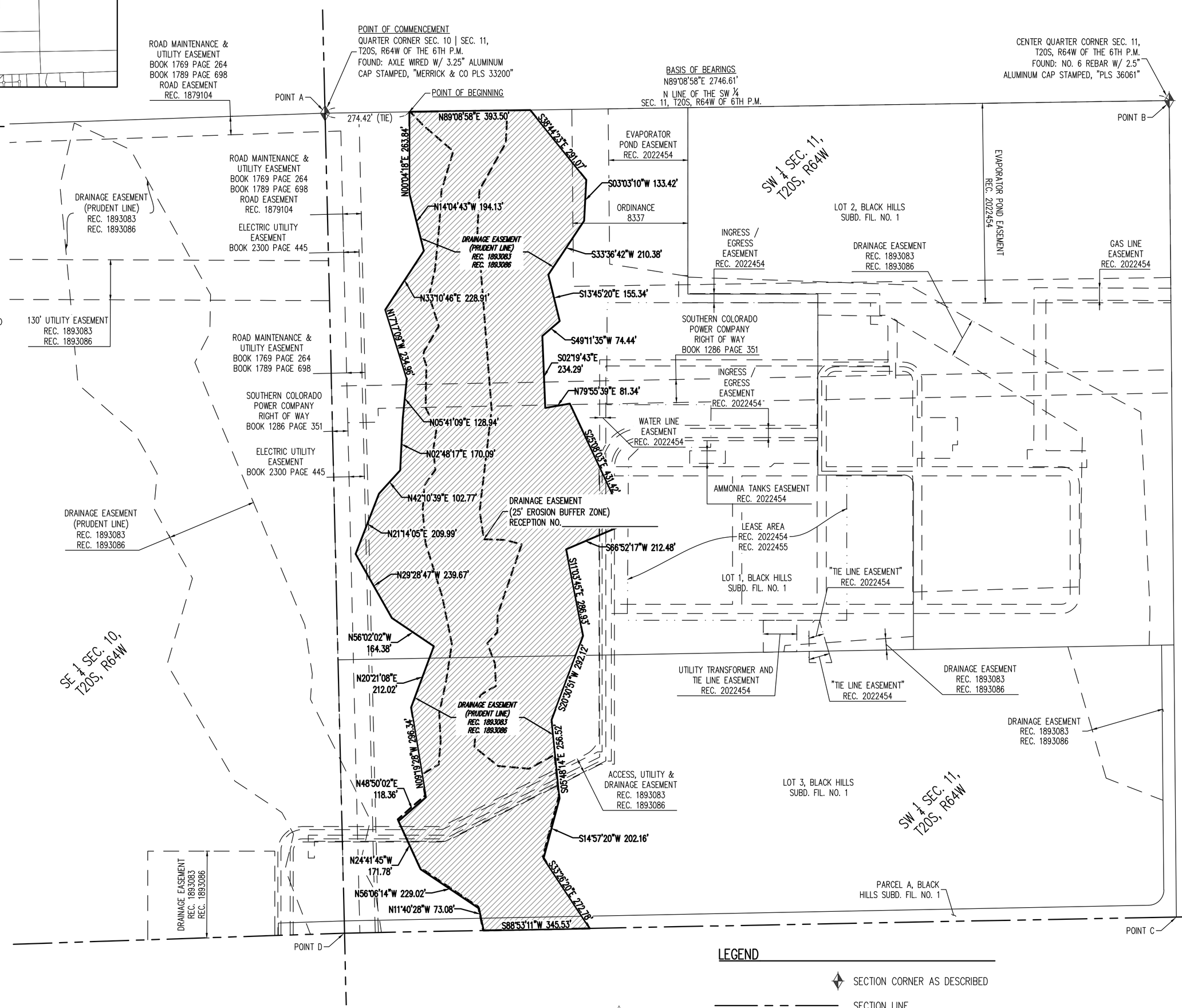
THENCE N17°17'09"W, A DISTANCE OF 234.96 FEET;

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\Plans Exposure, Inc\100 - Pueblo - CFE000006 - Black Hills Parcel\000\SHV1-CAD\Exhibit\Easement Vacation\BlackFS000006_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

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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

Docusign Envelope ID: 6F649178-0310-4152-A6EC-1954DD321A99

City Clerk's Office Item # S1

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: March 23, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Vince Petkosek, Deputy 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

Docusign Envelope ID: 6F649178-0310-4152-A6EC-1954DD321A99

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

Docusign Envelope ID: 6F649178-0310-4152-A6EC-1954DD321A99

ORDINANCE NO. 11132

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 Colorado 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.

Docusign Envelope ID: 6F649178-0310-4152-A6EC-1954DD321A99

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 March 09, 2026.

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

DocuSigned by:
Mark Aliff
B7A4F51823AB402...
President of City Council

Action by the Mayor:

☐ Approved on 03/24/2026.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
3A85950B7BCA402...
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

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 23, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Barb Huber, Fire Chief

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
3. Ordinance Adopting Wildfire Resiliency Code (redline version)

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

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Attributions

ATTRIBUTIONS

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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.

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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*.

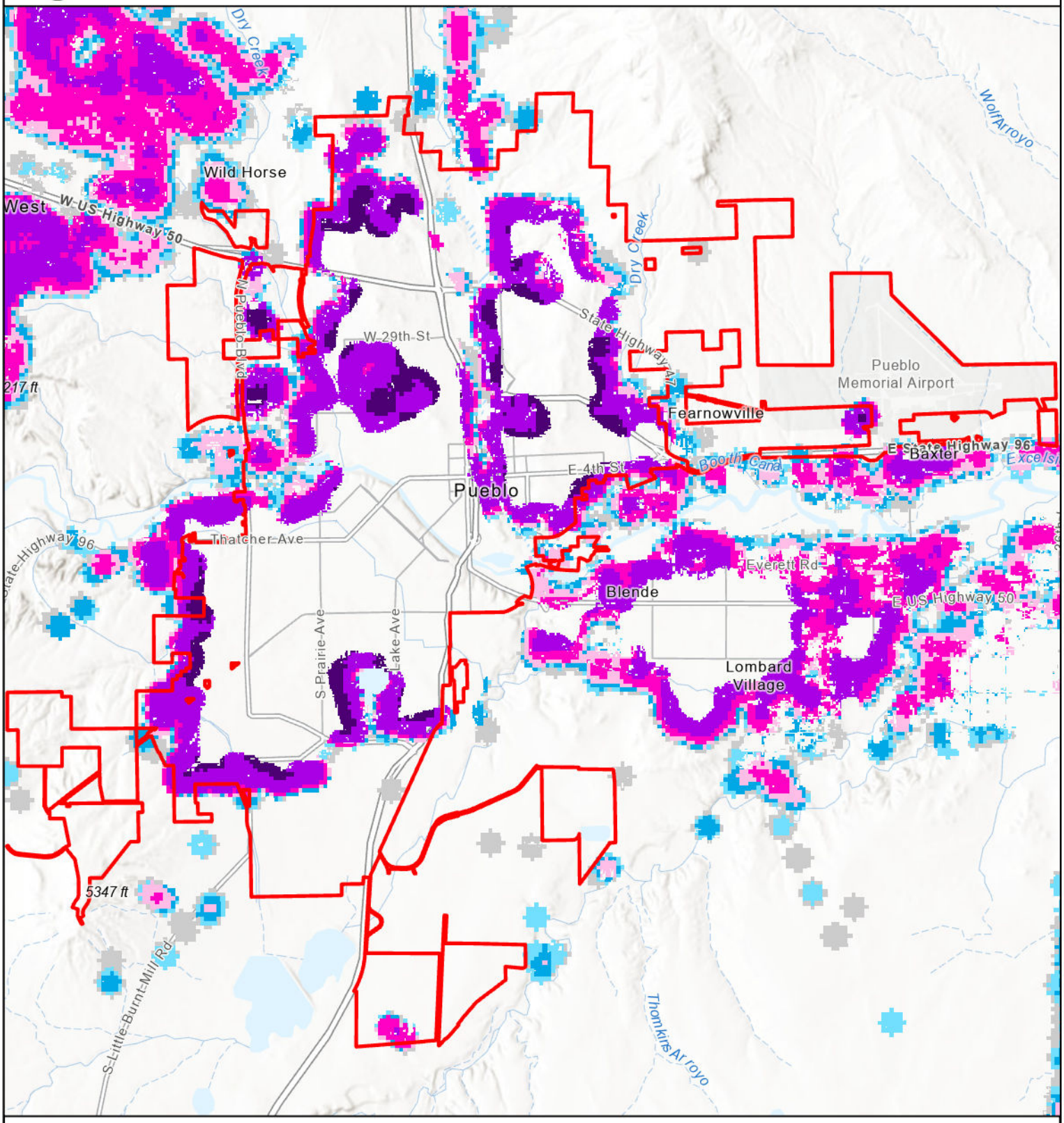
C101.3.6 Prosecution of violation. If the notice of violation is not complied with promptly, the *code official* is authorized to request the legal counsel of the jurisdiction to

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

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, AS FOLLOWS:

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 – Adoption of Appendices.

Appendix A (Permits), Appendix B (Construction Documents), and Appendix C (Inspection and Enforcement) of the 2025 Colorado Wildfire Resiliency Code are hereby specifically adopted as part of this Chapter.

Section 4-11-~~2~~ 3 – 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~~ 4 – 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~~ 5 – Amendments to the Colorado Wildfire Resiliency Code.

(a) 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."

(b) 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 June 30, 2026 ~~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 _____.

_____
Mark Aliff
President of the City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____
_____
_____
_____

_____
Heather Graham
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.

_____
Mark Aliff
President of the City Council

ATTEST

_____
Deputy City Clerk

Background Paper for Proposed Action Item

COUNCIL MEETING DATE: March 23, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

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

SUBJECT: AN ORDINANCE APPROVING 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 March 09, 2026.

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

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____
_____
_____
_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

ORDINANCE NO. 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

city of PUEBLO colorado

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

Docusign Envelope ID: E3343A44-9BE8-4DC9-ADCB-285505548A44

City Clerk's Office Item # S4

Background Paper for Proposed Action Item

COUNCIL MEETING DATE: March 23, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Vince Petkosek, Deputy 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.

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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

Docusign Envelope ID: E3343A44-9BE8-4DC9-ADCB-285505548A44

ORDINANCE NO. 11133

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.

Docusign Envelope ID: E3343A44-9BE8-4DC9-ADCB-285505548A44

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 March 09, 2026.

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

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

Action by the Mayor:

☐ Approved on 03/24/2026.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
3A85950B7BCA462...
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

Signed by:
Vincent Petkosek
330F90D300E24F8...
Deputy City Clerk

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When Recorded Return to:
COLORADO DIVISION OF HOUSING
1313 SHERMAN STREET, ROOM 320
DENVER, CO 80203
Attn: Ebony Russell

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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. 2198341
Date OCT 15 2019
Pueblo County Clerk & Recorder
By Deputy

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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

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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.

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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.

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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

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City Clerk's Office Item # S5

Background Paper for Proposed Action Item

COUNCIL MEETING DATE: March 23, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Vince Petkosek, Deputy 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.

Docusign Envelope ID: 73D483CC-EBE5-4B54-A97B-ED0E0DB70D87

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
2. Amended Boys Girls Club Subrecipient Agreement 2026 Draft

Docusign Envelope ID: 73D483CC-EBE5-4B54-A97B-ED0E0DB70D87

ORDINANCE NO. 11134

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.

Docusign Envelope ID: 73D483CC-EBE5-4B54-A97B-ED0E0DB70D87

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 March 09, 2026.

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

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

Action by the Mayor:

☐ Approved on 03/24/2026.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
3A85950B7BCA462...
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

Signed by:
Vincent Petkosek
330F90D300E24F8...
Deputy City Clerk

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.

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.

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

- **Purpose and Alignment**: Fifth Day programming addresses learning loss and behavioral risks associated with four-day school weeks by providing structured, high-quality afterschool activities on Fridays at three Club sites (Ray Aguilera Teen Center at Central High School, East Side Clubhouse at Risley Middle School, and Sprague Clubhouse).
- **Schedule and Scope**: Operates weekly for 25 youth on Fridays during the school year (minimum 23 hours/week) and aligns with an eight-week summer program (Monday–Friday, 8–10 hours/day), delivering a full-day educational and enrichment experience for youth ages 6–18.
- **Core Components**: Includes three hours of daily academic instruction (totaling 120 hours over summer), paired with enrichment activities in Academic Success & Career Development, Healthy Lifestyles, and Good Character & Leadership.
- Includes A portion of three staff positions to support the programming throughout multiple sites (hereinafter the "Program")

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 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.

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.

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(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

_____
City Clerk

By_____
Heather Graham, Mayor

[S E A L]

Boys and Girls Club of Pueblo, Inc. DBA BOYS AND GIRLS CLUB

ATTEST:

By_____
Signature

Name_____

Title_____

By_____
Signature

Name_____

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.

Docusign Envelope ID: 069519F6-B820-42DC-B50E-B1EAF4D18F4C

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: March 23, 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 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.

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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_

Docusign Envelope ID: 069519F6-B820-42DC-B50E-B1EAF4D18F4C

ORDINANCE NO. 11135

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 March 09, 2026.

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

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

Docusign Envelope ID: 069519F6-B820-42DC-B50E-B1EAF4D18F4C

Action by the Mayor:

☐ Approved on 03/24/2026.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
_____
3A85950B7BCA462...
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

Signed by:
Vincent Petkosek
_____
330F90D300E24F8...
Deputy City Clerk

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

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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.

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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

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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

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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

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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

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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

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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.

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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

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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.

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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.

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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

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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.

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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

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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

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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

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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-

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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,

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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

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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

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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.

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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.

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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.

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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:

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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

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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

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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

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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

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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

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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:

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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

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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

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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

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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

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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.

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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

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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].

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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:_____

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Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: March 23, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Carla Sikes, City Attorney

SUBJECT: AN ORDINANCE APPROVING A 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 March 09, 2026.

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

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

Docusign Envelope ID: CDE99E39-3A63-422B-B311-C673DBCF70BA

City Clerk's Office Item # S8

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: March 23, 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: 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.

Docusign Envelope ID: CDE99E39-3A63-422B-B311-C673DBCF70BA

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

Docusign Envelope ID: CDE99E39-3A63-422B-B311-C673DBCF70BA

ORDINANCE NO. 11136

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

Docusign Envelope ID: CDE99E39-3A63-422B-B311-C673DBCF70BA

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 March 09, 2026.

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

DocuSigned by:
Mark Aliff
B7A4F51823AB402...
President of City Council

Docusign Envelope ID: CDE99E39-3A63-422B-B311-C673DBCF70BA

Action by the Mayor:

☐ Approved on 03/24/2026.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
_____
3A85950B7BCA462...
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

Signed by:
Vincent Petkosek
_____
330F90D300E24F8...
Deputy City Clerk

Docusign Envelope ID: D4C75FA4-A332-47AA-83B6-54E26B16ABE7

City Clerk's Office Item # S9

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: March 23, 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 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.

Docusign Envelope ID: D4C75FA4-A332-47AA-83B6-54E26B16ABE7

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

Docusign Envelope ID: D4C75FA4-A332-47AA-83B6-54E26B16ABE7

ORDINANCE NO. 11137

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 March 09, 2026.

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

DocuSigned by:
Mark Alliff
B7A4F51823AB482...
President of City Council

Docusign Envelope ID: D4C75FA4-A332-47AA-83B6-54E26B16ABE7

Action by the Mayor:

☐ Approved on 03/24/2026.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
3A85950B7BCA462...
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

Signed by:
Vincent Petkosek
330F90D300E24F8...
Deputy City Clerk

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**. Thereafter, this Agreement shall automatically renew for one year terms unless either party provides the other with notice of its intent not to renew at least thirty (30) days prior to the end of the then current term. Each renewal term shall be subject to annual appropriation if 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 Exhibit A, represents 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
One City Hall Place
Pueblo, CO 81003
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
One City Hall Place
Pueblo, CO 81003
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