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

## MONDAY, APRIL 13, 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 Phil Cruz, City Gate Ministries Church

**C. PLEDGE OF ALLEGIANCE**

**D. ROLL CALL**

**E. SPECIAL RECOGNITIONS**

E1 Proclamation Presentation: "Pueblo VITA Free Income Tax Filing Days January 27 - April 15, 2026" — Luanne Maez, Economic Mobility and Opportunity Manager & Adrian Gomez, Financial Wellness Coordinator - United Way of Pueblo County

E2 Proclamation Presentation: "Parkinsons Awareness Month — April 2026" — Karen & John Zondlo, Facilitators – Pueblo Parkinson's Support Group

E3 Proclamation Presentation: "Child Abuse Awareness Month — April 2026" — Christine Casillas, Resource Development Coordinator - Pueblo Child Advocacy Center

**F. PUBLIC FORUM**

**G. COUNCIL MEMBER AND MAYOR COMMENTARY**

**H. REVIEW OF AGENDA**

**I. REVIEW AND 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 23, 2026, as distributed.*

J1 City Council Minutes 03/23/26

**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 awarding Contract Amendment No. 1 in the amount of $335,581.40 for Project No. 25-093 (WW1901) 2025 Elizabeth Street Sanitary Sewer Rehabilitation Project and authorizing the Purchasing Agent to execute the same.

M2 A Resolution awarding a construction contract in the amount of $173,352 to Cedar Ridge Landscape, Inc., for Project No. 26-010, Haaff Elementary School - SRTS, setting forth $24,169 for contingencies, and authorizing the Purchasing Agent to execute same

M3 A Resolution ratifying the award of an emergency construction contract in the amount of $98,763.54 to Russ Grading & Excavating LLC, A Colorado Limited Liability Company, for project No. 25-012 (SWAN03) — for emergency storm sewer point repair on Baystate Avenue and Pine Street and approving a change order in the amount of $24,138.94 for additional work and materials, and authorizing and approving the Purchasing Agent's execution of the same

M4 A Resolution establishing Project Account HU2516 - Concrete Improvements - 500 Blk Orman, transferring funds in the amount of $47,000 from HUAN01 - Street Resurfacing to HU2516 - Concrete Improvements - 500 Blk Orman, awarding a construction contract in the amount of $40,424.24 to Lg Contractors, a Limited Liability Company, for Project No. 25-122, Concrete Improvements - 500 Block of West Orman Avenue, setting forth $6,000 for contingencies, and authorizing the Purchasing Agent to execute same

M5 A Resolution establishing project account HU2604 – Asphalt Imp – Northern & Vassar and authorizing the transfer of budgeted and appropriated funds in the amount of $10,000 from Project No. HUAN01 Street Resurfacing to Project No. HU2604 – Asphalt Imp – Northern & Vassar

M6 A Resolution ratifying an emergency construction contract in the amount of $7,252.21 with Parker Excavating, Inc., for Emergency Sanitary Sewer Point Repair at 1904 Lake Ave., Project No. 24-033 (WWAN03) and approving the Purchasing Agent’s execution of the same

M7 A Resolution confirming the appointment by the Mayor of Rosalie Vigna to serve a term on the Bandera Special Improvement Maintenance District Advisory Committee

M8 A Resolution confirming the appointment by the Mayor of Abdel Karim Ayoub to complete a five-year term expiring February 1, 2028, on the Pueblo Urban Renewal Authority

M9 A Resolution reappointing Nelson Dunford as the Presiding Judge of the Municipal Court

M10 A Resolution ratifying the joint appointment of Lacy Flack to the Pueblo Depot Activity Development Authority (PDADA) Board of Directors

M11 A Resolution approving compensation with respect to a Legal Services Agreement with Stag Liuzza, LLC

M12 A Resolution awarding a construction contract in the amount of $327,750.75 to Baha Construction, Inc., for Project No. 26-011, Pedestrian Improvements - Monument Avenue, setting forth $150,726.25 for contingencies, and authorizing the Purchasing Agent to execute same

M13 The Resolution authorizes the Mayor to make, execute and deliver in the name of the City of Pueblo, a Colorado Municipal Corporation, Federal Fiscal Year 2026 Certifications and

Assurances for Federal Transit Administration (FTA) Assistance Programs and to bind the City of Pueblo's compliance therewith

## N. ORDINANCES – FIRST PRESENTATION

N1 An Ordinance amending zoning restrictions to rezone 502 and 504 Cherry Lane from B-3, Highway and Arterial Zone District to R-3, one- and two-family Residential Zone District

N2 An Ordinance adopting the attached recommendations from the Community Services Advisory Commission (CSAC), approving the attached community services funding agreement, and authorizing the Mayor to execute same

N3 An Ordinance adopting the attached recommendation from the Community Services Advisory Commission (CSAC) for Colorado Bluesky Enterprises, Inc., approving the attached community services funding agreement, and authorizing the Mayor to execute same

N4 An Ordinance adopting the attached recommendation from the Community Services Advisory Commission (CSAC) for CASA of Pueblo, approving the attached community services funding agreement, and authorizing the Mayor to execute same

N5 An Ordinance adopting the attached recommendation from the Community Services Advisory Commission (CSAC) for Pueblo Crisis Pregnancy Center Inc., DBA A Caring Pregnancy Center, approving the attached community services funding agreement, and authorizing the Mayor to execute same

N6 An Ordinance approving and accepting a grant from the Colorado Department of Local Affairs in the amount of $49,950.00 for predevelopment funding; authorizing the Mayor to sign the grant agreement, establishing project HS2601, and budgeting and appropriating $49,950.00 to project No.HS2601

N7 An Ordinance approving an agreement to buy and sell real estate between The City of Pueblo, a Colorado Municipal Corporation, and Habitat for Humanity of Pueblo, Inc., a Colorado nonprofit organization, relating to the sale of property described as Lot 42 Blk 3 Oakshire Hills Filing No. 2 formerly #04-282-32-042, parcel # 04-282-42-042, for one dollar ($1.00), and authorizing the Mayor to do the same

N8 An Ordinance approving an agreement to buy and sell real estate between The City of Pueblo, A Colorado Municipal Corporation, and Habitat for Humanity of Pueblo, Inc., a Colorado nonprofit organization, relating to the sale of property described as Lot 51 Blk 3 Oakshire Hills Filing No. 2 formerly #04-282-32-051, Parcel #04-282-42-051, for one dollar ($1.00), and authorizing the Mayor to do the same

N9 An Ordinance transferring funds in the amount of $145,000 from project account CI2113, ARPA Interest, and budgeting and appropriating $100,000 from the unapproved fund balance of the general fund, to account 10180200-58156, Shelter Operations

N10 An Ordinance amending Section 10-1-13 of the Pueblo Municipal Code relating to fires and grills in parks, trails, and open space areas

N11 An Ordinance approving and authorizing the Mayor to sign a lease between the City of Pueblo, a Colorado Municipal Corporation and the Presbytery of Pueblo for Sunset Park

N12 An Ordinance approving a Sub-Agreement for Professional Engineering Services between Dibble and Associates Consulting Engineers, Inc., an Arizona Corporation, and the City of Pueblo, a Colorado Municipal Corporation, for engineering design and related construction administration services in connection with the Taxiway A Sealcoat (Phase 1) project and authorizing the Mayor to execute same

N13 An Ordinance approving Amendment No. 1 to the purchase order from the State of Colorado by and through the Colorado Energy Office, which provides funding in the amount of $72,000 and reducing the established appropriation from $126,779 in Project Account CI2509 - Public Works Energy Coordinator to $78,779.

N14 An Ordinance approving an Agreement to donate property and release of claims between the City of Pueblo, a Colorado Municipal Corporation, and Villa Bella Expeditionary School, a Colorado nonprofit corporation, and authorizing the Mayor to execute same

N15 An Ordinance approving a lease agreement between Big R Holdings, Inc., a Colorado corporation, and the City of Pueblo, a Colorado municipal corporation, and authorizing the Mayor to execute same

N16 An Ordinance approving a Donation Agreement between the City of Pueblo, a Colorado Municipal Corporation, and Baxter Kirkland and Brianna Kirkland, and authorizing the Mayor to execute same

N17 An Ordinance approving and accepting a donation of a 2026 Polaris Ranger Crew XP 1000, model number R26RSU99AH, from the Pueblo Police Foundation, a Colorado non-profit corporation, to the City of Pueblo for use by the Pueblo Police Department

N18 An Ordinance approving and authorizing the Mayor to sign a combined subdivision participation and release form with respect to the national opioids settlement reached with Associated Pharmacies, Inc.; J M Smith Corporation; Louisiana Wholesale Drug Company, Inc.; Morris and Dickson Co.; North Carolina Mutual Wholesale Drug Company, Inc.; and United Natural Foods, Inc. ("Six Remnant Defendants")

N19 An Ordinance approving and authorizing the Mayor to sign a subrecipient agreement between the City of Pueblo, a Colorado Municipal Corporation, and Pueblo School District No. 60, a Public School District and Political Subdivision of the State of Colorado, and authorizing the payment of amounts from Fund No. 226 - Opioid Abatement Settlement, for the purposes thereof

N20 An Ordinance amending Sections 7-4-1 and 7-4-2 of Chapter 4 of Title VII of the Pueblo Municipal Code relating to weeds, correcting botanical nomenclature, and creating an exemption for intentional native plant landscaping

N21 An Ordinance Amending Title IV of the Pueblo Municipal Code by adding Chapter 11; adopting by reference the 2025 Colorado Wildfire Resiliency Code; establishing penalties; and setting forth amendments thereto

N22 An Ordinance amending Section 15-1-10 of the Pueblo Municipal Code relating to motorized vehicles upon bikepaths

N23 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

N24 An Ordinance approving an Amendment to the Intergovernmental Agreement between the City of Pueblo, a Colorado Municipal Corporation ("City"), and the Federal Highway Administration, Award Number: 693JJ32340380 for the Safe Streets for All Project, decreasing the federal funding from $681,600 to $428,615.01 and Authorizing the Mayor to Execute Same

N25 An Ordinance approving a Restaurant Lease Agreement between the City of Pueblo, Colorado, a Colorado Municipal Corporation, and SoCo Frontier Enterprises LLC for restaurant operations at Pueblo Memorial Airport, and authorizing the Mayor to execute same

N26 An Ordinance amending and extending the term of the collective bargaining agreement between the City of Pueblo and the International Brotherhood of Police Officers Local 537 for a one-year period commencing January 1, 2027 through December 31, 2027

N27 An Ordinance approving and authorizing the Mayor to execute an Option to Purchase Agreement between the City of Pueblo, a Colorado Municipal Corporation and Project Falcon, an economic development prospect, and relating to a future job creating capital improvement project

## 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 27, 2026, and Order the Ordinances to be published BY TITLE.*

## P. REGULAR AGENDA

## Q. RESOLUTIONS

Q1 A Resolution transferring funds in the amount of $592,341.60 from the account of 525 41800 56901 – Projects to be Determined to account project WW2608; and awarding a construction contract in the amount of $493,618.60 to Tony J Beltramo & Sons, Inc., for Project No. 26-020 (WW2608) 2026 Carl Sitter Parkway Sanitary Sewer Project, setting forth $98,723.00 for contingencies, and authorizing the Purchasing Agent to execute the same

Q2 A Resolution authorizing payment from the council contingencies account in the 2026 general fund budget to Pueblo Latino Veterans Association in the amount of $2,500 to sponsor the Hispanic Heritage Exhibit at the El Pueblo History Museum and Sangre de Cristo Arts and Conference Center from September 15 - October 14, 2026

Q3 A Resolution authorizing payment from the council contingencies account in the 2026 general fund budget to B.I.T.S of Freedom Corp (DBA BITS of Freedom) in the amount of $2,000 to sponsor the Run for the Roses – Kentucky Derby Fundraiser at 3:00 PM at Pueblo Diversified Industries on May 2, 2026

## R. QUASI-JUDICIAL PROCEEDINGS

R1 An Ordinance amending zoning restrictions to rezone 611 Broadway Ave from an R-2, Single-Family Residential, to B-1, Neighborhood Business Zone District - *Introduced March 23, 2026 by Councilor Brett Boston*

R2 An Ordinance approving the VIA Subdivision - *Introduced March 23, 2026 by Councilor Brett Boston*

## S. ORDINANCES – FINAL PRESENTATION

S1 An Ordinance approving a Quit Claim Deed between the City of Pueblo, a Colorado Municipal Corporation and Goodnight Barn Historic Preservation, Inc. transferring City-owned property and authorizing the Mayor to execute same - *Introduced March 23, 2026 by Councilor Brett Boston*

S2 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 - *Introduced March 23, 2026 by Councilor Brett Boston*

S3 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 - *Introduced March 23, 2026 by*

*Councilor Brett Boston*

S4 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 - *Introduced March 23, 2026 by Councilor Brett Boston*

S5 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 - *Introduced March 23, 2026 by Councilor Brett Boston*

S6 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 - *Introduced March 23, 2026 by Councilor Brett Boston*

S7 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 - *Introduced March 23, 2026 by Councilor Brett Boston*

S8 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 - *Introduced March 23, 2026 by Councilor Brett Boston*

## T. COMMUNICATIONS

T1 A Citizen Filed an Ethics Complaint against Mayor Heather Graham

## U. ADJOURN

# Proclamation

## *"Pueblo VITA Free Income Tax Filing Days"*

***January 27 – April 15, 2026***

**WHEREAS:** The Pueblo VITA Program is in its twentieth year of providing free tax preparation for residents of Pueblo, Pueblo County, and surrounding areas at ten mobile tax preparation sites from January 26 through April 15, 2026; and

**WHEREAS:** The Pueblo VITA Program brings back into Pueblo and Pueblo County each year, millions of dollars in the form of refunds as well as savings in tax preparation fees; and

**WHEREAS:** The Pueblo VITA Program is sponsored by United Way Pueblo County and made possible in part by City of Pueblo funding; and

**WHEREAS:** The Pueblo VITA Program works by utilizing volunteers and AmeriCorps members who are each IRS certified tax preparers at the advanced level and give their time and talent throughout the tax season to generously assist taxpayers by filing their tax returns free of charge; and

**WHEREAS:** The Pueblo VITA Program is the only free tax program in the area that provides services exclusively for taxpayers with a combined household income of $69,000 or below through neighborhood sites.

**NOW, THEREFORE, WE, the City Council of the City of Pueblo, Colorado**, by the authority vested in us, do hereby proclaim January 27 through April 15, 2026, as **"PUEBLO VITA FREE INCOME TAX FILING DAYS"** in the City of Pueblo, Colorado.

***IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Pueblo, Colorado, to be affixed this 13th day of April 2026.***

*Mark Aliff*
*President of the City Council*

# Proclamation

## "PARKINSON'S AWARENESS MONTH"

### April 2026

**WHEREAS:** Parkinson's disease is a chronic, progressive, neurological disease and is the second most common neurodegenerative disease in the United States, affecting almost 1,100,000 people in the United States with one person being diagnosed with Parkinson's disease every 9 minutes. The prevalence of Parkinson's disease is expected to rise to 1.2 million individuals by 2030; and

**WHEREAS:** Parkinson's disease and related health issues are the 14th leading cause of death in the United States according to the Centers for Disease Control and Prevention; and

**WHEREAS:** It is estimated that the total national economic burden of Parkinson's is approximately $52 billion each year; this includes the direct medical cost such as treatment, social security payments and lost income, of $25.4 billion and indirect costs to patients and family members of $26.5 billion per year in the United States; and

**WHEREAS:** Research suggests the cause of Parkinson's disease is a combination of genetic and environmental factors, but the exact cause and progression of the disease is still unknown; and

**WHEREAS:** There is no objective test or biomarker for Parkinson's disease, and there is no cure or medication to slow or halt the progression of the disease; and

**WHEREAS:** The symptoms of Parkinson's disease vary from person to person and can include tremors, slowness of movement and rigidity, difficulty with balance, swallowing, chewing, and speaking, cognitive impairment and dementia, mood disorders (such as depression and anxiety), skin problems, and sleep difficulties; and

**WHEREAS:** Researchers, caregivers, and medical professionals are working to improve the quality of life of persons living with Parkinson's disease and their families through the research, education, and community support services necessary in finding more effective treatments and to providing access to quality care to those living with the disease today.

**NOW, THEREFORE, WE, the Mayor and City Council of the City of Pueblo, Colorado, by the authority vested in us,** do hereby proclaim April 2026, as **"Parkinson's Awareness Month"** in the City of Pueblo, Colorado.

***IN WITNESS WHEREOF, WE have hereunto set our hands and caused the Seal of the City of Pueblo, Colorado, to be affixed this 13th day of April 2026.***

*Heather Graham*
*Mayor of the City of Pueblo*

*Mark Aliff*
*President of the City Council*

# Proclamation

## *"Child Abuse Awareness Month"*

### *April 2026*

**WHEREAS:** Child abuse and neglect remain critical issues in the United States, with Child Protective Services receiving millions of reports annually and an estimated hundreds of thousands of children confirmed as victims each year; and

**WHEREAS:** In 2024 alone, more than 372,000 children were served by Children's Advocacy Centers across the country through coordinated, trauma-informed services after experiencing a range of abuse, including over 229,000 cases of sexual abuse, nearly 90,000 cases of physical abuse, and tens of thousands of cases involving neglect, violence exposure, and other forms of harm; and

**WHEREAS:** The Pueblo Child Advocacy Center serves as a vital resource in our community, working in collaboration with our multidisciplinary team partners—including the Pueblo Police Department, Pueblo County Sheriff's Office, Department of Human Services, the 10th Judicial District Attorney's Office, and our medical and mental health partners—to provide forensic interviews, advocacy, medical referrals, and trauma-focused support to children and families impacted by abuse; and

**WHEREAS:** Child abuse can have lifelong psychological, emotional, and physical consequences, but early intervention, supportive services, and strong community partnerships can significantly improve outcomes and promote healing; and

**WHEREAS:** Prevention is possible, and protective factors—such as strong families, supportive communities, and access to resources—play a critical role in reducing the risk of abuse and neglect; and

**WHEREAS:** Effective prevention requires the collective commitment of individuals, families, educators, healthcare providers, businesses, faith communities, and civic leaders to ensure that all children grow up in safe, stable, and nurturing environments.

**NOW, THEREFORE, WE, the City Council of the City of Pueblo, Colorado, by the authority vested in us,** do hereby proclaim April 2026, as **"Child Abuse Awareness Month"** in the City of Pueblo, Colorado, and urge all citizens to work together to prevent child abuse and neglect, support children and families, and promote the well-being of our community's most valuable resource—our children.

***IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Pueblo, Colorado, to be affixed this 13th day of April 2026.***

*Mark Aliff*
***President of the City Council***

# REGULAR CITY COUNCIL MEETING
# CITY COUNCIL CHAMBERS – CITY HALL
# #1 CITY HALL PLACE
# MONDAY, MARCH 23, 2026 - 5:30 PM

## MINUTES

## A. CALL TO ORDER

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

## B. INVOCATION

## C. PLEDGE OF ALLEGIANCE

## D. ROLL CALL

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

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

**Council Members Absent:** None.

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

## 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

Aubree Adams, Marijuana mental health harm.
Stephanie Riggs, The Dream Center.
Sally Moore, 1st amend airport suggestions.
Rick Ringler, Bipartisanship, good neighbor.
George Koncilja, Parks Program, Tennis.
Julie Rofen-Valdez, Intro.
Elvis Martinez, Campaign Finance Limits (zoom).

## G. COUNCIL MEMBER AND MAYOR COMMENTARY

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

## H. REVIEW OF AGENDA

The agenda was reviewed page by page.

## I. APPROVAL OF AGENDA

Councilor Boston, seconded by Councilor Gomez, moved to amend the agenda by moving M4, M11, M12, to the beginning of the regular meeting, tabling S2 and S7, continuing S3 to the April 27, 2026, agenda, 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 03/09/26

Councilor Boston, seconded by Councilor Hernandez, moved to dispense with the reading and approve the Minutes of the Regular Meeting dated **March 09, 2026** as distributed.

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

## K. CONSENT AGENDA

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

## L. COMMUNICATIONS

## M. RESOLUTIONS

### M1 A RESOLUTION RATIFYING 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

This Resolution was assigned as **16275**.

### 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

This Resolution was assigned as **16276**.

### 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

This Resolution was assigned as **16277**.

### M5 A RESOLUTION RATIFYING THE JOINT APPOINTMENT OF DR. ROBERT BARR TO THE FOUNTAIN CREEK WATERSHED DISTRICT GOVERNING

**BOARD AS AN ALTERNATE MEMBER**

This Resolution was assigned as **16278**.

**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**

This Resolution was assigned as **16279**.

**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**

This Resolution was assigned as **16280**.

**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.**

This Resolution was assigned as **16281**.

**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.**

This Resolution was assigned as **16282**.

**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**

This Resolution was assigned as **16283**.

**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

## P. REGULAR AGENDA

**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**

A staff report and detailed review of the Resolution was given by Beritt Odom, Director of Planning & Community Development.

Councilor Boston, seconded by Councilor Gomez, 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 **16284**.

**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**

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

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

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

This Resolution was assigned as **16285**.

**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**

A staff report and detailed review of the Resolution was given by Andrew Hayes, Director of Public Works and Danny Nunn, Director of Finance.

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

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

This Resolution was assigned as **16286**.

## Q. RESOLUTIONS

### Q1 A RESOLUTION CONFIRMING THE APPOINTMENT OF CLYDE BISHOP TO THE POSITION OF CITY CLERK.

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

Julie Rofen-Valez appeared in person and spoke against this Resolution.

Councilor Boston, seconded by Councilor Hernandez, 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 **16287**.

### 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

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

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

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

This Resolution was assigned as **16288**.

## 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

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

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

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

This Resolution was assigned as **16289**.

## 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

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

Councilor Latino, seconded by Councilor Ruiz-Gomez, 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 **16290**.

## 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

A staff report and detailed review of the Ordinance was given by Beritt Odom, Director of Planning & Community Development. Ms. Odom requested that the Planning & Zoning documents for this item, Case # Z-25-22 dated January 14, 2026, be made part of the record for this hearing. So ordered by President Aliff.

Michael Cuppy appeared in person and spoke in favor of this Ordinance.

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

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

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

Passed 7-0.

This Ordinance was assigned as **11130.**

## R2 AN ORDINANCE VACATING A DRAINAGE EASEMENT LOCATED AT 4000 N 27TH LN IN THE BLACK HILLS SUBDIVISION FIL. 1, A SPECIAL AREA PLAN

A staff report and detailed review of the Ordinance was given by Beritt Odom, Director of Planning & Community Development. Ms. Odom requested that the Planning & Zoning documents for this item, Case # V-25-06 dated February 11, 2026, be made part of the record for this hearing. So ordered by President Aliff.

Bobby Decell appeared in person and spoke in favor of this Ordinance.

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

Councilor Latino, seconded by Councilor 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 **11131.**

## 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

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

**PUBLIC HEARING:**

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

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

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

This Ordinance was assigned as **11132.**

## 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

This Ordinance was tabled.

**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**

This Ordinance was continued to April 27, 2026.

**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**

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

**PUBLIC HEARING:**

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

Councilor Latino, seconded by Councilor 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 **11133.**

**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**

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

**PUBLIC HEARING:**

Elvis Martinez appeared by zoom 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:** 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 **11134.**

## 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

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

**PUBLIC HEARING:**

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

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

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

This Ordinance was assigned as **11135.**

## 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

This Ordinance was tabled.

## S8 AN ORDINANCE AUTHORIZING THE MAYOR TO DECLARE A TEMPORARY KENNEL AND CATTERY EMERGENCY SUSPENDING SECTION 11-4-9 OF THE PUEBLO MUNICIPAL CODE

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

**PUBLIC HEARING:**

Elanor Bartolli appeared in person and spoke in favor of this Ordinance.
Elvis Martinez appeared by zoom and spoke neutral of this Ordinance.

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

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

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

This Ordinance was assigned as **11136.**

## 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

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 Latino, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** Councilor Gomez. Motion Passed 6-1.

This Ordinance was assigned as **11137.**

## 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

Councilor Boston, seconded by Councilor Gomez, moved to convene into executive session 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); 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.

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

The Executive Session started at 7:39 p.m. The Executive Session ended at 8:18 p.m.

## U. ADJOURN

President Aliff adjourned the meeting at 8:18 p.m.

Respectfully submitted,



Deputy City Clerk Vincent Petkosek

Docusign Envelope ID: 4AE3B991-C06E-4E74-9C00-99DF5DA5370C

City Clerk's Office Item # M1

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: April 13, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Andra Ahrens, Director Wastewater

SUBJECT: A RESOLUTION AWARDING CONTRACT AMENDMENT NO. 1 IN THE AMOUNT OF $335,581.40 FOR PROJECT NO. 25-093 (WW1901) 2025 ELIZABETH STREET SANITARY SEWER REHABILITATION PROJECT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE SAME.

## SUMMARY:

This Resolution awards Contract Amendment No. 1 in the amount of $335,581.40 to Miller Pipeline, LLC. for Project No. 25-093 (WW1901) 2025 Elizabeth Street Sanitary Sewer Rehabilitation Project.

## PREVIOUS COUNCIL ACTION:

Resolution 16167 dated November 10, 2025, awarded a construction contract to Miller Pipeline, LLC. for Project No. 25-093 (WW1901) 2025 Elizabeth Street Sanitary Sewer Rehabilitation Project.

## BACKGROUND:

The previously awarded contract included rehabilitation of sewer mains and manholes prior to the North Elizabeth Street asphalt mill and overlay project.

During the project implementation, the Wastewater Department discovered two additional sewer mains with deteriorated structural conditions in the same street, and they were added to the project to be removed and replaced prior to the North Elizabeth Street asphalt mill and overlay project. The cost of the additional work exceeds the threshold for administrative approval of a change order, and a contract amendment is required.

This Resolution approves Contract Amendment No. 1 in the amount of $335,581.40 and the additional scope of work therein contained.

Docusign Envelope ID: 4AE3B991-C06E-4E74-9C00-99DF5DA5370C

**FINANCIAL IMPLICATIONS**:

Resolution 16167 awarded a construction contract in the amount of $194,140.00 and set forth $38,828.00 for contingencies. The contract amendment in the amount of $335,581.40 and exceeds the previously approved contingency amount.

Additional funds in the amount of $296,753.40 will be paid from Project No. WW1901, Sewer User Funds.

This amounts to a final cost for the project of $529,721.40.

**BOARD/COMMISSION RECOMMENDATION**:

Not applicable

**STAKEHOLDER PROCESS**:

None

**ALTERNATIVES**:

None

**RECOMMENDATION**:

Approval of the Resolution

**ATTACHMENTS**:

1. 4-13-26 25-093 2025 Elizabeth Street Sanitary Sewer Rehab Project Attachment

Docusign Envelope ID: 4AE3B991-C06E-4E74-9C00-99DF5DA5370C

RESOLUTION NO. 16291

A RESOLUTION AWARDING CONTRACT AMENDMENT NO. 1 IN THE AMOUNT OF $335,581.40 FOR PROJECT NO. 25-093 (WW1901) 2025 ELIZABETH STREET SANITARY SEWER REHABILITATION PROJECT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE SAME.

WHEREAS, Resolution 16167 awarded a construction contract for Project No. 25-093 to Miller Pipeline, LLC. Of Pueblo, Colorado; and

WHEREAS, additional work was necessary to complete prior to the North Elizabeth Street asphalt mill and overlay project; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The Contract Amendment No. 1 to the construction contract for Project No. 25-093 (WW1901), 2025 Elizabeth Street Sanitary Sewer Rehabilitation Project, with Miller Pipeline, LLC., Project 25-093 is hereby approved in the amount of $335,581.40 to perform additional work as necessary.

SECTION 2.

Funds are available from the Sewer User Funds and have been budgeted and appropriated to Project No. 25-093 (WW1901).

SECTION 3.

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

SECTION 4.

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

Docusign Envelope ID: 4AE3B991-C06E-4E74-9C00-99DF5DA5370C

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: April 13, 2026

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

ATTESTED BY: DocuSigned by: Clyde Bishop 4D71E7B731114474...
CITY CLERK

Docusign Envelope ID: E847BAE4-8693-4857-9A54-284ADDF209F8

RESOLUTION NO. 16167

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $194,140.00 TO MILLER PIPELINE LLC AND SETTING FORTH $38,828.00 FOR CONTINGENCIES, FOR PROJECT NO. 25-093 (WW1901) 2025 ELIZABETH STREET SANITARY SEWER REHABILITATION PROJECT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE SAME.

WHEREAS, competitive bids for Project No. 25-093 (WW1901) 2025 Elizabeth Street Sanitary Sewer Rehabilitation Project have been received and examined; and

WHEREAS, the proposal of Miller Pipeline LLC of Pueblo, Colorado was the lowest of those bids determined to be responsive; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

City Council authorizes Project No. 25-093 (WW1901) 2025 Elizabeth Street Sanitary Sewer Rehabilitation Project to be performed, and the contract for said project is hereby awarded to Miller Pipeline LLC, in the amount of $194,140.00.

SECTION 2.

Funds for Project 25-093 (WW1901) — Small Main Rehab shall be from the Sewer User Funds.

SECTION 3.

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

SECTION 4.

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

Contingencies and Additional Work…….$38,828.00.

SECTION 5.

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

Docusign Envelope ID: E847BAE4-8693-4857-9A54-284ADDF209F8

SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: November 10, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

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

**AMENDMENT NO. 1 TO**
**CONSTRUCTION CONTRACT**

This Amendment No. 1 to a construction contract ("Amendment") is executed to be effective as of April 14, 2026, by and between the City of Pueblo, a Colorado Municipal Corporation ("City") and Miller Pipeline, LLC, an Indiana Limited Liability Company authorized to do business in the State of Colorado ("Contractor").

WHEREAS, City and Contractor entered into that certain construction contract dated November 24, 2025, for Project 25-093 (WW1901) FY2025 Elizabeth Street Sanitary Sewer Rehabilitation Project (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 proposed additional work items attached hereto, and labelled Exhibit 1, are 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 Exhibit 1, and such additional work shall become a component part of and incorporated into all work contemplated by the Construction Agreement. 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 $529,721.40, which includes the original contract amount of $194,140.00 and the additional contract amount of $335,581.40 contemplated by the additional work performed under this Amendment.

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.

**MILLER PIPELINE, LLC**

By _____
Raymond Swerdfeger, Vice 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**

**Invoice (8 Pages)**

INVOICE 25074-01

MILLER PIPELINE | AN ARTERA COMPANY

421 E. Industrial Blvd.
Pueblo West, Colorado 81007
Phone: (719) 547-0242
Fax: (719) 547-9297

JOB NO: 25074

DATE: 1/29/2026

JOB NAME: FY2025 Elizabeth Street SS Rehab Project

TO: City of Pueblo

230 S. Mechanic Street

Pueblo, CO 81003

PURCHASE ORDER:

WORK ORDER: 25-093

JOB LOCATION: Pueblo, CO

TERMS : Net 30 Days

| QTY | DATE | DESCRIPTION | PRICE | AMOUNT |
|---|---|---|---|---|
| | | See Attached Spreadsheet | | $529,721.40 |
| | | Less 10% Retainage | | -$52,972.14 |
| | | NOTE: Accounts over 30 days past due will be charged interest at the rate of 1-1/2% per month | Total Due This Invoice: | $476,749.26 |

| FY2025 Elizabeth Street Sanitary Sewer Rehabilitation Project | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| ITEM # | DESCRIPTION | Contract Qty | Units | UNIT PRICE | TOTAL | Quantity Installed Prev. Period | Quantity Value Prev. Period | Quantity Installed This Period | Quantity Value This Period | Total Quantity Installed | Value of Work Installed to |
| | **Site #1 - 3305 N Elizabeth St** | | | | | | | | | | |
| 1 | Remove and Replace 8" VCP Pipe to 8" PVC Pipe | 17 | LF | 620.00 | 10,540.00 | | - | 95 | 58,900.00 | 95 | 58,900.00 |
| 2 | Reinstate Sanitary Sewer Service | 1 | EA | 1,650.00 | 1,650.00 | | - | 1 | 1,650.00 | 1 | 1,650.00 |
| 3 | Remove and Replace Asphalt Patch | 25 | LF | 100.00 | 2,500.00 | | - | 98 | 9,800.00 | 98 | 9,800.00 |
| 4 | Place 2' Flowfill | 8 | CY | 250.00 | 2,000.00 | | - | 50 | 12,500.00 | 50 | 12,500.00 |
| 5 | Mobilization | 1 | LS | 4,000.00 | 4,000.00 | | - | 1 | 4,000.00 | 1 | 4,000.00 |
| 6 | Bypass Pumping | 1 | LS | 2,400.00 | 2,400.00 | | - | 2 | 4,800.00 | 2 | 4,800.00 |
| 7 | Traffic Control | 1 | LS | 4,000.00 | 4,000.00 | | - | 1 | 4,000.00 | 1 | 4,000.00 |
| | | | | | | | | | | | |
| | **Sites #2 & 3 - 2930 N Elizabeth St** | | | | | | | | | | |
| 14 | Remove and Replace 8" VCP Pipe to 8" PVC Pipe | 550 | LF | 258.00 | 141,900.00 | | - | 534.3 | 137,849.40 | 534.3 | 137,849.40 |
| 15 | Remove and Replace Asphalt Patch | 560 | LF | 100.00 | 56,000.00 | | - | 560 | 56,000.00 | 560 | 56,000.00 |
| | Remove and Replace 48" Manhole | 3 | EA | 7,600.00 | 22,800.00 | | - | 3 | 22,800.00 | 3 | 22,800.00 |
| | Reinstate Sanitary Sewer Service | 0 | EA | 1,650.00 | - | | - | 7 | 11,550.00 | 7 | 11,550.00 |
| | Install Tracer Wire | 0 | LS | 1,750.00 | - | | - | 1 | 1,750.00 | 1 | 1,750.00 |
| 16 | Place 2' Flowfill | 186 | CY | 250.00 | 46,500.00 | | - | 201 | 50,250.00 | 201 | 50,250.00 |
| 17 | Mobilization | 1 | LS | 4,000.00 | 4,000.00 | | - | 1 | 4,000.00 | 1 | 4,000.00 |
| 18 | Bypass Pumping | 1 | LS | 26,000.00 | 26,000.00 | | - | 1 | 26,000.00 | 1 | 26,000.00 |
| 19 | Traffic Control | 1 | LS | 12,500.00 | 12,500.00 | | - | 1 | 12,500.00 | 1 | 12,500.00 |
| | | | | | | | | | | | |
| | **Site #4 - 3131 N Elizabeth St** | | | | | | | | | | |
| | Remove and Replace 8" VCP Pipe to 8" PVC Pipe | 102 | LF | 240.00 | 24,480.00 | | - | 126.3 | 30,312.00 | 126.3 | 30,312.00 |
| | Remove and Replace 48" Manhole | 2 | EA | 7,600.00 | 15,200.00 | | - | 2 | 15,200.00 | 2 | 15,200.00 |
| | Remove and Replace Asphalt Patch | 210 | LF | 100.00 | 21,000.00 | | - | 150 | 15,000.00 | 150 | 15,000.00 |
| | Place 2' Flowfill | 56 | CY | 230.00 | 12,880.00 | | - | 54 | 12,420.00 | 54 | 12,420.00 |
| 5 | Install Tracer Wire | 1 | LS | 940.00 | 940.00 | | - | 1 | 940.00 | 1 | 940.00 |
| 6 | Bypass Pumping | 1 | LS | 28,000.00 | 28,000.00 | | - | 1 | 28,000.00 | 1 | 28,000.00 |
| 7 | Mobilization | 1 | LS | 4,000.00 | 4,000.00 | | - | 1 | 4,000.00 | 1 | 4,000.00 |
| 8 | Traffic Control | 1 | LS | 5,500.00 | 5,500.00 | | - | 1 | 5,500.00 | 1 | 5,500.00 |
| 17 | | | | | | | | | | | |
| TOTAL | | | | **$** | **448,790.00** | **$** | **-** | **$** | **529,721.40** | **$** | **529,721.40** |




A CRH COMPANY

MILLER PIPELINE LLC
421 E Industrial Blvd
Pueblo West, CO 81007

**Customer Number:** 1003160
**Invoice Number:** **880008274**
**Invoice Date:** 01/13/2026

**Customer PO:** 25074

**Project/Address** PUEBLO GENERAL RM PRICING

| Date | Ticket | Product | Item | Qty | UOM | Price | Total | Tax | Total w/Tax |
|---|---|---|---|---|---|---|---|---|---|
| **Plant: 4084 Pueblo West -RMC** | | | | | | | | | |
| 12/05/2025 | 8400403 | 400006 | 50 FLOW FILL T0934_30517123 | 8.00 | YD3 | | | | |
| 12/05/2025 | 8400403 | 900000 | Winter Charge | 8.00 | EA | | | | |
| 12/05/2025 | 8400403 | 900027 | Environmental Charge By CY | 8.00 | YD3 | | | | |
| 12/05/2025 | 8400403 | 900018 | Retail Delivery Fee | 1.00 | EA | | | | |

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

**Total Materials for this Invoice**
8.00 YD3 50 FLOW FILL T0934_30517123

**Invoice Amount Before Tax:**
**Colorado State Tax 2.9%**
**Pueblo County Tax 1%**
**Total Amount Due**

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

**Customer Number:** 1003160
**Customer Name:** MILLER PIPELINE LLC
**Invoice Number:** **880008274**
**Date:** 01/13/2026
**Due Date:** 02/12/2026

**Customer PO:** 25074

**Invoice Amount:** **$1,203.44**
**Amount Paid:** _____

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

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

# BURNCO

## INVOICE

Remit To:
BURNCO Colorado LLC Lockbox
PO Box 739054
Dallas, TX 75373-9054

Invoice Number: SA866785

Customer: 867013
Ship Date: 12/16/2025
Order: 2208
Page: 1

| BILL TO: | SHIP TO: |
|---|---|
| MILLER PIPELINE LLC<br>421 E INDUSTRIAL<br>Pueblo CO 81007 | 3139 N ELIZABETH ST, PUEBLO<br>Project Code: 20758<br>Project Name: PUEBLO VARIOUS<br>Usage: BACKFILL |

| INVOICE DATE | TERMS | CUSTOMER JOB NUMBER | CUSTOMER P.O. NO. | SITE |
|---|---|---|---|---|
| 12/16/2025 | Net 30 Days | 25074 | 25074 | 622 |

| | PRODUCT DESCRIPTION | UNITS | QTY SHIPPED | UNIT PRICE | EXTENDED PRICE |
|---|---|---|---|---|---|
| 01HB01B6F | COS CITY CLSM | cy | 54.00 | | |
| WNTFEE | WINTER FEE | ea | 54.00 | | |
| FUELL | FUEL SURCHARGE | ea | 6.00 | | |

Tickets: 20780172, 20780188, 20780210, 20780229, 20780243, 20780261

PLEASE NOTE:
Taxes will not be adjusted after invoicing
Email any tax exemption documents to:
taxexempt.co@burnco.com
before placing your order.
As of April 29th, 2024, a 3% surcharge will apply
to all credit card payments.

SUBTOTAL $
STATE TAX
CITY TAX
COUNTY TAX
RTD TAX
CULDIST TAX
INVOICE TOTAL $

# BURNCO

## INVOICE

Remit To:
BURNCO Colorado LLC Lockbox
PO Box 739054
Dallas, TX 75373-9054

Invoice Number: SA867885
Customer: 867013
Ship Date: 01/05/2026
Order: 2205
Page: 1

| BILL TO: | SHIP TO: |
|---|---|
| MILLER PIPELINE LLC<br>421 E INDUSTRIAL<br>Pueblo CO 81007 | 3003 N ELIZABETH PUEBLO<br>Project Code: 20758<br>Project Name: PUEBLO VARIOUS<br>Usage: FLOW FILL |

| INVOICE DATE | TERMS | CUSTOMER JOB NUMBER | CUSTOMER P.O. NO. | SITE |
|---|---|---|---|---|
| 01/05/2026 | Net 30 Days | 25074 | 25074 | 622 |

| | PRODUCT DESCRIPTION | UNITS | QTY SHIPPED | UNIT PRICE | EXTENDED PRICE |
|---|---|---|---|---|---|
| 01HB01B6F | COS CITY CLSM | cy | 90.00 | | |
| WNTFEE | WINTER FEE | ea | 90.00 | | |
| FUELL | FUEL SURCHARGE | ea | 9.00 | | |

Tickets: 20782939, 20782942, 20782948, 20782953, 20782956, 20782957, 20782960, 20782966
Tickets: 20782969

PLEASE NOTE:
Taxes will not be adjusted after invoicing
Email any tax exemption documents to:
taxexempt.co@burnco.com
before placing your order.
As of April 29th, 2024, a 3% surcharge will apply
to all credit card payments.

SUBTOTAL $
STATE TAX
CITY TAX
COUNTY TAX
RTD TAX
CULDIST TAX
INVOICE TOTAL $

BURNCO

# INVOICE

Remit To:
BURNCO Colorado LLC Lockbox
PO Box 739054
Dallas, TX 75373-9054

Invoice Number: SA867965
Customer: 867013
Ship Date: 01/06/2026
Order: 2204
Page: 1

| BILL TO: | SHIP TO: |
|---|---|
| MILLER PIPELINE LLC<br>421 E INDUSTRIAL<br>Pueblo CO 81007 | 3003 N ELIZABETH PUEBLO<br>Project Code: 20758<br>Project Name: PUEBLO VARIOUS<br>Usage: FLOW FILL |

| INVOICE DATE | TERMS | CUSTOMER JOB NUMBER | CUSTOMER P.O. NO. | SITE |
|---|---|---|---|---|
| 01/06/2026 | Net 30 Days | 25074 | 25074 | 622 |

| | PRODUCT DESCRIPTION | UNITS | QTY SHIPPED | UNIT PRICE | EXTENDED PRICE |
|---|---|---|---|---|---|
| 01HB01B6F | COS CITY CLSM | cy | 80.00 | | |
| WNTFEE | WINTER FEE | ea | 80.00 | | |
| FUELL | FUEL SURCHARGE | ea | 8.00 | | |

Tickets: 20783196, 20783198, 20783199, 20783201, 20783203, 20783205, 20783207, 20783209

PLEASE NOTE:
Taxes will not be adjusted after invoicing
Email any tax exemption documents to:
taxexempt.co@burnco.com
before placing your order.
As of April 29th, 2024, a 3% surcharge will apply
to all credit card payments.

SUBTOTAL $
STATE TAX
CITY TAX
COUNTY TAX
RTD TAX
CULDIST TAX
INVOICE TOTAL $

BURNCO

# INVOICE

Remit To:
BURNCO Colorado LLC Lockbox
PO Box 739054
Dallas, TX 75373-9054

Invoice Number: SA868085
Customer: 867013
Ship Date: 01/07/2026
Order: 2205
Page: 1

| BILL TO: | SHIP TO: |
|---|---|
| MILLER PIPELINE LLC<br>421 E INDUSTRIAL<br>Pueblo CO 81007 | 3003 N ELIZABETH PUEBLO<br>Project Code: 20758<br>Project Name: PUEBLO VARIOUS<br>Usage: FLOW FILL |

| INVOICE DATE | TERMS | CUSTOMER JOB NUMBER | CUSTOMER P.O. NO. | SITE |
|---|---|---|---|---|
| 01/07/2026 | Net 30 Days | 25074 | 25074 | 622 |

| PRODUCT DESCRIPTION | UNITS | QTY SHIPPED | UNIT PRICE | EXTENDED PRICE |
|---|---|---|---|---|
| 01HB01B6F COS CITY CLSM | cy | 60.00 | | |

Tickets: 20783593, 20783597, 20783602, 20783608, 20783614, 20783629

PLEASE NOTE:
Taxes will not be adjusted after invoicing
Email any tax exemption documents to:
taxexempt.co@burnco.com
before placing your order.
As of April 29th, 2024, a 3% surcharge will apply
to all credit card payments.

SUBTOTAL $
STATE TAX
CITY TAX
COUNTY TAX
RTD TAX
CULDIST TAX
INVOICE TOTAL $

# BURNCO

## INVOICE

Remit To:
BURNCO Colorado LLC Lockbox
PO Box 739054
Dallas, TX 75373-9054

Invoice Number: SA868223
Customer: 867013
Ship Date: 01/08/2026
Order: 2208
Page: 1

| BILL TO: | SHIP TO: |
|---|---|
| MILLER PIPELINE LLC<br>421 E INDUSTRIAL<br>Pueblo CO 81007 | 3003 N ELIZABETH PUEBLO<br>Project Code: 20758<br>Project Name: PUEBLO VARIOUS<br>Usage: FLOW FILL |

| INVOICE DATE | TERMS | CUSTOMER JOB NUMBER | CUSTOMER P.O. NO. | SITE |
|---|---|---|---|---|
| 01/08/2026 | Net 30 Days | 25074 | 25074 | 622 |

| PRODUCT DESCRIPTION | UNITS | QTY SHIPPED | UNIT PRICE | EXTENDED PRICE |
|---|---|---|---|---|
| 01HB01B6F COS CITY CLSM | cy | 13.00 | | |
| Tickets: 20783778, 20783779 | | | | |

PLEASE NOTE:
Taxes will not be adjusted after invoicing
Email any tax exemption documents to:
taxexempt.co@burnco.com
before placing your order.
As of April 29th, 2024, a 3% surcharge will apply
to all credit card payments.

SUBTOTAL $
STATE TAX
CITY TAX
COUNTY TAX
RTD TAX
CULDIST TAX
INVOICE TOTAL $

Docusign Envelope ID: 4AE3B991-C06E-4E74-9C00-99DF5DA5370C

City Clerk's Office Item # M2

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: April 13, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $173,352 TO CEDAR RIDGE LANDSCAPE, INC., FOR PROJECT NO. 26-010, HAAFF ELEMENTARY SCHOOL - SRTS, SETTING FORTH $24,169 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

**SUMMARY**:

Attached is a Resolution awarding a Construction Contract to Cedar Ridge Landscape, Inc., for Project No. 26-010, Haaff Elementary School - SRTS.

**PREVIOUS COUNCIL ACTION**:

Ordinance 10374, dated January 9, 2026, established Project No. PL2101 for Safe Routes to School for Haaff Elementary School, approved an IGA with CDOT, and budgeted and appropriated funds in the amount of $279,180.00.

Ordinance 10786, dated September 9, 2024, approved the 1st Amendment to the IGA with CDOT regarding Haaff Elementary School - SRTS Project and budgeted and appropriated additional funds in the amount of $91,816.00.

**BACKGROUND:**

This project will consist of the construction of sidewalks and connections; installation of high visibility crosswalks; and installation of ADA curb ramps.

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

**FINANCIAL IMPLICATIONS**:

Funding (including contingencies), in the amount of $197,521.00, will be paid from Project Account PL2101 — Safe Routes to School.

Docusign Envelope ID: 4AE3B991-C06E-4E74-9C00-99DF5DA5370C

**BOARD/COMMISSION RECOMMENDATION**

None.

**STAKEHOLDER PROCESS**:

None.

**ALTERNATIVES:**

Denial of this resolution will cancel the project.

**RECOMMENDATION**:

Approval of the Resolution.

**ATTACHMENTS:**

1. 26-010 Bid Summary

Docusign Envelope ID: 4AE3B991-C06E-4E74-9C00-99DF5DA5370C

RESOLUTION NO. 16292

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $173,352 TO CEDAR RIDGE LANDSCAPE, INC., FOR PROJECT NO. 26-010, HAAFF ELEMENTARY SCHOOL - SRTS, SETTING FORTH $24,169 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for Project No. 26-010, Haaff Elementary School - SRTS have been received and examined; AND,

WHEREAS, the proposal of Cedar Ridge Landscape, Inc., was the lowest bid determined to be responsive, and the Committee of Awards recommends to the City Council that it authorize Project No. 26-010, Haaff Elementary School - SRTS to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 26-010, Haaff Elementary School - SRTS be performed, and the contract for said project is hereby awarded to Cedar Ridge Landscape, Inc., in the amount of $173,352.00

SECTION 2.

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

SECTION 3.

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

Contingencies and Additional Work…….$24,169.00

SECTION 4.

Funding, in the amount of $197,521.00 shall be from Project Account PL2101 — Safe Routes to School.

Docusign Envelope ID: 4AE3B991-C06E-4E74-9C00-99DF5DA5370C

SECTION 5.

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

SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: April 13, 2026

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

ATTESTED BY: DocuSigned by: Clyde Bishop 4D71E7B73111474...
CITY CLERK

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

# EVALUATION TABULATION

## IFB No. 26-010 PL2101, CDOT SAR M086-094 (24468)

## HAAFF Elementary School - SRTS

RESPONSE DEADLINE: March 11, 2026 at 10:00 am

Report Generated: Thursday, March 12, 2026

### VENDOR TOTALS

| Vendor | Base Bid | Add Alternate No. 1 | Total |
|---|---|---|---|
| Cedar Ridge Landscape, Inc | $150,198.00 | $23,154.00 | $173,352.00 |
| Baha Construction, Inc. | $251,777.02 | $53,262.70 | $305,039.72 |

## BASE BID

| BASE BID | | | | | Baha Construction, Inc. | | | Cedar Ridge Landscape, Inc | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Selected | Line Item | Description | Quantity | Unit of Measure | Unit Cost | Total | CDOT Item Number | Unit Cost | Total | CDOT Item Number |
| X | 1 | CLEAR AND GRUB | 1 | LS | $7,455.00 | $7,455.00 | 201-00000 | $3,500.00 | $3,500.00 | 201-00000 |
| X | 2 | REMOVAL OF SIDEWALK | 145 | SY | $53.68 | $7,783.60 | 202-00200 | $24.00 | $3,480.00 | 202-00200 |
| X | 3 | REMOVAL OF CURB | 31 | LF | $5.96 | $184.76 | 202-00201 | $8.00 | $248.00 | 202-00201 |
| X | 4 | REMOVAL OF CURB AND GUTTER | 190 | LF | $67.10 | $12,749.00 | 202-00203 | $10.00 | $1,900.00 | 202-00203 |
| X | 5 | REMOVAL OF CONCRETE PAVEMENT | 30 | SY | $67.10 | $2,013.00 | 202-00210 | $24.00 | $720.00 | 202-00210 |
| X | 6 | REMOVAL OF ASPHALT MAT | 112 | SY | $29.82 | $3,339.84 | 202-00220 | $24.00 | $2,688.00 | 202-00220 |
| X | 7 | REMOVAL OF PAVEMENT MARKING | 390 | SF | $8.85 | $3,451.50 | 202-00250 | $8.00 | $3,120.00 | 202-00250 |
| X | 8 | EMBANKMENT MATERIAL (COMPACT IN PLACE) | 18 | CY | $338.46 | $6,092.28 | 203-00060 | $95.00 | $1,710.00 | 203-00060 |
| X | 9 | TOPSOIL | 13 | CY | $149.10 | $1,938.30 | 207-00205 | $125.00 | $1,625.00 | 207-00205 |
| X | 10 | EROSION CONTROL SUPERVISOR | 40 | HOUR | $67.10 | $2,684.00 | 208-00207 | $40.00 | $1,600.00 | 208-00207 |
| X | 11 | SILT FENCE | 300 | LF | $7.46 | $2,238.00 | 208-00020 | $5.50 | $1,650.00 | 208-00020 |
| X | 12 | AGGREGATE BAG | 56 | LF | $46.22 | $2,588.32 | 208-00035 | $13.00 | $728.00 | 208-00035 |
| X | 13 | STORM DRAIN INLET PROTECTION (TYPE I) | 70 | LF | $22.37 | $1,565.90 | 208-00051 | $15.00 | $1,050.00 | 208-00051 |
| X | 14 | RESET IRRIGATION SYSTEM | 1 | EA | $2,236.50 | $2,236.50 | 210-00038 | $2,800.00 | $2,800.00 | 210-00038 |
| X | 15 | RESET GROUND SIGN | 2 | EA | $223.65 | $447.30 | 210-00810 | $190.00 | $380.00 | 210-00810 |
| X | 16 | SEEDING (LAWN) | 0.02 | AC | $4,473.00 | $89.46 | 212-00011 | $45,000.00 | $900.00 | 212-00011 |

| BASE BID | | | | | Baha Construction, Inc. | | | Cedar Ridge Landscape, Inc | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Selected | Line Item | Description | Quantity | Unit of Measure | Unit Cost | Total | CDOT Item Number | Unit Cost | Total | CDOT Item Number |
| X | 17 | AGGREGATE BASE COURSE (CLASS 6) | 62 | CY | $156.56 | $9,706.72 | 304-06007 | $110.00 | $6,820.00 | 304-06007 |
| X | 18 | HOT MIX ASPHALT (PATCHING) | 65 | SY | $156.56 | $10,176.40 | 403-00721 | $120.00 | $7,800.00 | 403-00721 |
| X | 19 | CONCRETE PAVEMENT (7-INCH REINFORCED) (SQUARE PAN) | 25 | SY | $201.29 | $5,032.25 | 412-00602 | $125.00 | $3,125.00 | 412-00602 |
| X | 20 | CONCRETE SIDEWALK (4-INCH) | 565 | SY | $201.29 | $113,728.85 | 608-00000 | $93.00 | $52,545.00 | 608-00000 |
| X | 21 | CONCRETE SIDEWALK (6-INCH) | 87 | SY | $201.29 | $17,512.23 | 608-00001 | $105.00 | $9,135.00 | 608-00001 |
| X | 22 | DETECTABLE WARNING | 96 | SF | $22.37 | $2,147.52 | 608-00015 | $59.75 | $5,736.00 | 608-00015 |
| X | 23 | 6 INCH CURB HEAD (CITY OF PUEBLO STANDARD) | 53 | LF | $52.19 | $2,766.07 | 609-20000 | $20.00 | $1,060.00 | 609-20000 |
| X | 24 | CURB AND GUTTER (CITY OF PUEBLO STANDARD CURB AND GUTTER) | 231 | LF | $62.62 | $14,465.22 | 609-20010 | $38.00 | $8,778.00 | 609-20010 |
| X | 25 | THERMOPLASTIC MARKING | 400 | SF | $22.37 | $8,948.00 | 627-00002 | $28.00 | $11,200.00 | 627-00002 |
| X | 26 | TRAFFIC CONTROL | 1 | LS | $10,437.00 | $10,437.00 | 630-00012 | $6,800.00 | $6,800.00 | 630-00012 |
| X | 27 | MOBILIZATION | 1 | LS | $0.00 | $0.00 | 630-00012 | $9,100.00 | $9,100.00 | 630-00012 |
| Total | | | | | | $251,777.02 | | | $150,198.00 | |

## ADD ALTERNATE NO. 1

| ADD ALTERNATE NO. 1 | | | | | Baha Construction, Inc. | | | Cedar Ridge Landscape, Inc | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Selected | Line Item | Description | Quantity | Unit of Measure | Unit Cost | Total | CDOT Item Number | Unit Cost | Total | CDOT Item Number |
| X | 28 | REMOVAL OF SIDEWALK | 66 | SY | $61.20 | $4,039.20 | 202-00200 | $24.00 | $1,584.00 | 202-00200 |
| X | 29 | REMOVAL OF CURB AND GUTTER | 107 | LF | $8.50 | $909.50 | 202-00203 | $10.00 | $1,070.00 | 202-00203 |
| X | 30 | REMOVAL OF CONCRETE PAVEMENT | 13 | SY | $76.50 | $994.50 | 202-00210 | $24.00 | $312.00 | 202-00210 |
| X | 31 | REMOVAL OF ASPHALT MAT | 25 | SY | $17.00 | $425.00 | 202-00220 | $24.00 | $600.00 | 202-00220 |
| X | 32 | RESET GROUND SIGN | 1 | EA | $340.00 | $340.00 | 210-00810 | $200.00 | $200.00 | 210-00810 |
| X | 33 | AGGREGATE BASE COURSE (CLASS 6) | 1 | CY | $178.50 | $178.50 | 304-06007 | $125.00 | $125.00 | 304-06007 |
| X | 34 | HOT MIX ASPHALT (PATCHING) | 25 | SY | $178.50 | $4,462.50 | 403-00721 | $85.00 | $2,125.00 | 403-00721 |
| X | 35 | CONCRETE PAVEMENT (7-INCH REINFORCED) (SQUARE PAN) | 13 | SY | $229.50 | $2,983.50 | 412-00602 | $165.00 | $2,145.00 | 412-00602 |
| X | 36 | CONCRETE SIDEWALK (4-INCH) | 57 | SY | $229.50 | $13,081.50 | 608-00000 | $81.00 | $4,617.00 | 608-00000 |
| X | 37 | CONCRETE SIDEWALK (6-INCH) | 12 | SY | $340.00 | $4,080.00 | 608-00001 | $105.00 | $1,260.00 | 608-00001 |
| X | 38 | DETECTABLE WARNING | 16 | SF | $17.00 | $272.00 | 608-00015 | $55.00 | $880.00 | 608-00015 |
| X | 39 | 6 INCH CURB HEAD (CITY OF PUEBLO STANDARD) | 165 | LF | $30.60 | $5,049.00 | 609-20000 | $18.00 | $2,970.00 | 609-20000 |
| X | 40 | CURB AND GUTTER (CITY OF PUEBLO STANDARD CURB AND GUTTER) | 107 | LF | $42.50 | $4,547.50 | 609-20010 | $38.00 | $4,066.00 | 609-20010 |
| X | 41 | TRAFFIC CONTROL | 1 | LS | $11,900.00 | $11,900.00 | 630-00012 | $1,200.00 | $1,200.00 | 630-00012 |
| Total | | | | | | $53,262.70 | | | $23,154.00 | |

Docusign Envelope ID: 4AE3B991-C06E-4E74-9C00-99DF5DA5370C



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: April 13, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Kurt Patrick, Director of StormWater

SUBJECT: A RESOLUTION RATIFYING THE AWARD OF AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $98,763.54 TO RUSS GRADING & EXCAVATING LLC, A COLORADO LIMITED LIABILITY COMPANY, FOR PROJECT NO. 25-012 (SWAN03) — FOR EMERGENCY STORM SEWER POINT REPAIR ON BAYSTATE AVENUE AND PINE STREET AND APPROVING A CHANGE ORDER IN THE AMOUNT OF $24,138.94 FOR ADDITIONAL WORK AND MATERIALS, AND AUTHORIZING AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME

## SUMMARY:

This Resolution ratifies and approves the award of a construction contract in the amount of $98,763.54 to Russ Grading & Excavating LLC, under Contract No. 25-012 for an emergency storm sewer point repair on Baystate Avenue and Pine Street and approves a change order in the amount of $24,138.94.

## PREVIOUS COUNCIL ACTION:

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

## BACKGROUND:

Stormwater Utility was notified that flooding was occurring at the intersection of Baystate Avenue and Pine Street. A visual inspection of the inlets was conducted. The visual inspection of the inlets revealed structural damage to the inlets and pipes caused by a tree’s root system. A full CCTV inspection of the pipes was unable to be performed due to pipe fractures, root intrusion, pipes disconnected at the joints, and holes in the pipes. An emergency point repair was performed to repair the stormwater infrastructure.

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

Docusign Envelope ID: 4AE3B991-C06E-4E74-9C00-99DF5DA5370C

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

**FINANCIAL IMPLICATIONS**:

Funding in the amount of $122,902.48 will be paid from the Stormwater Utility budget. Project Account SWAN03, for Point Repairs and Pipe Cleaning.

**BOARD/COMMISSION RECOMMENDATION**:

None.

**STAKEHOLDER PROCESS**:

None.

**ALTERNATIVES**:

Not applicable.

**RECOMMENDATION**:

Approval of the Resolution.

**ATTACHMENTS:**

1. 25-012 Baystate Ave & Pine St EPR Contract
2. 25-012 Baystate Ave & Pine St EPR Change Order
3. 25-012 Baystate Ave & Pine St EPR Invoice
4. 25-012 Baystate Ave & Pine St EPR Backup

Docusign Envelope ID: 4AE3B991-C06E-4E74-9C00-99DF5DA5370C

RESOLUTION NO. 16293

A RESOLUTION RATIFYING THE AWARD OF AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $98,763.54 TO RUSS GRADING & EXCAVATING LLC, A COLORADO LIMITED LIABILITY COMPANY, FOR PROJECT NO. 25-012 (SWAN03) — FOR EMERGENCY STORM SEWER POINT REPAIR ON BAYSTATE AVENUE AND PINE STREET AND APPROVING A CHANGE ORDER IN THE AMOUNT OF $24,138.94 FOR ADDITIONAL WORK AND MATERIALS, AND AUTHORIZING AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME

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

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

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

City Council hereby ratifies and approves the contract for emergency repair of the storm sewer on Baystate Avenue and Pine Street with Russ Grading & Excavating LLC, Project No. 25-012 (SWAN03) – awarded to said bidder in the amount of $122,902.48 which amount includes all contract change orders.

SECTION 2.

Funds for Project No. 25-012 (SWAN03) – Emergency Storm Sewer Point Repair on Baystate Avenue and Pine Street shall be paid from the Stormwater Utility Fund – Project Account SWAN03, Point Repairs & Pipe Cleaning.

SECTION 3.

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

Docusign Envelope ID: 4AE3B991-C06E-4E74-9C00-99DF5DA5370C

SECTION 4.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Resolution and the contract to implement the transactions described therein. Furthermore, all actions previously taken by officers and staff of the City consistent with the contract including any payments authorized under the contract and the contract change order in the amount of $122,902.48 are hereby ratified.

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: April 13, 2026

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Iliff B7A4E518234B462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by: Clyde Bishop 4D71E7B73111474...
CITY CLERK

Docusign Envelope ID: 1FE4C057-24B4-4A09-A426-0BD17F06B6BA

# REQUEST FOR QUOTATIONS

**Bid No:** **25-012**
**Bid Name:** **2025-2027 Emergency Storm Sewer Point Repair – Baystate Ave & Pine St**

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

| 2025-2027 Emergency Storm Sewer Point Repair | | | | | Russ Grading & Excavating LLC | |
|---|---|---|---|---|---|---|
| Line Item | Description | | Unit of Measur | Quantity | Unit Cost | Total Cost |
| 1 | Remove Existing Pipe and Replace w/18" High Performance Polypropylene Pipe Less than 8' | 21-100 | LF | 99 | $223.00 | $22,077.00 |
| 2 | Remove and Replace 4" Non-Reinforced | >100 | SF | 165 | $20.00 | $3,300.00 |
| 3 | Remove and Replace 7" Reinforced Concrete | >100 | SF | 182 | $25.00 | $4,550.00 |
| 4 | Remove and Replace Curb and Gutter | >100 | LF | 227 | $75.00 | $17,025.00 |
| 5 | Install Extra Lean Concrete (Flowable Fill) | 21-100 | CY | 31 | $225.00 | $6,975.00 |
| 6 | Dissimilar Pipe Connection for Pipe 12" to 18" | 1 | EA | 2 | $1,400.00 | $2,800.00 |
| 7 | Remove and Replace Triple Denver 16 | 1 | EA | 1 | $23,500.00 | $23,500.00 |
| 8 | Mobilization | 1 | LS | 1 | $4,000.00 | $4,000.00 |
| 9 | Remove and Replace 6" Asphalt Patch | 1 | SF | 742 | $15.00 | $11,130.00 |
| 10 | Rock Sock | 1 | LF | 1 | $20.00 | $20.00 |
| 11 | Inlet Protection | 1 | EA | 2 | $350.00 | $700.00 |
| 12 | Stockpile Management | 1 | EA | 1 | $500.00 | $500.00 |
| 13 | Concrete Washout Area | 1 | EA | 1 | $250.00 | $250.00 |
| | **Total** | | | | | **$96,827.00** |
| | | | | | | |
| | | | | | | |
| | | | | | Russ Grading & Excavating LLC | |
| 14 | Percentage Rate - Performance and Payment Bonds | | Percentage | | | 2.% |
| | | | | | | |
| | **Total** | | | | | **$1,936.54** |
| | **Grand Total with Bond Percentage Amount** | | | | | **$98,763.54** |

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

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

Docusign Envelope ID: 1FE4C057-24B4-4A09-A426-0BD17F06B6BA

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

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

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

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

Business Name: Russ Grading & Excavating, LLC

Business Address: 1010 S. Reading Ave.

Pueblo, CO 81001

Signature: DocuSigned by: Bailey Russ 2CFAACE282B2470... Date: 02/05/2026

Printed Name and Title: Bailey Russ, Managing Member

Docusign Envelope ID: 1FE4C057-24B4-4A09-A426-0BD17F06B6BA

**CONTRACT AGREEMENT**

THIS AGREEMENT made and entered into this 2nd day of February, 2026, by and between the City of Pueblo, a Colorado Municipal Corporation, hereinafter referred to in the Contract Documents as the "City", and Russ Grading & Excavating, LLC, a Colorado Limited Liability Company, hereinafter referred to in the Contract Documents as "Contractor".

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

**Bid No:** **25-012**
**Bid Name:** **2025-2027 Emergency Storm Sewer Point Repair – Baystate Ave & Pine St**

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

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

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

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

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

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

   Contract (This Instrument)
   Performance Bond
   Payment Bond
   Notice to Proceed
   Notice of Award
   Contractor's Proposal
   Addendum No. 1
   Invitation For Bids, including expressly and without limitation, SPECIAL PROVISIONS, LABOR PROVISIONS AND GENERAL PROVISIONS.

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

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

Docusign Envelope ID: 1FE4C057-24B4-4A09-A426-0BD17F06B6BA



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

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

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

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

**RUSS GRADING & EXCAVATING, LLC**

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

Title Managing Member

**CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION**

By Signed by: Teresa May Burns D2C4F08130C3455... Teresa May Burns, Director of Purchasing

ATTEST:

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

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

Signed by: 01FBACDE2BB04B4... Danny Nunn, Director of Finance

APPROVED AS TO FORM DEPARTMENT OF LAW:

DocuSigned by: Robert Jagger 502480BF6EFC4C8... Robert P. Jagger, Deputy City Attorney

Docusign Envelope ID: 1FE4C057-24B4-4A09-A426-0BD17F06B6BA

**PERFORMANCE BOND**

Bond Number 906229445

KNOW ALL MEN BY THESE PRESENTS:

That we Russ Grading & Excavating, LLC, a Colorado Limited Liability Company, hereinafter called "Principal" and

The Ohio Casualty Insurance Company

Surety

of Boston, State of Massachusetts, hereinafter called the "Surety", are held and firmly bound unto the City of Pueblo, a Colorado Municipal Corporation, hereinafter called "City", in the penal sum of:

Ninety-Six Thousand Eight Hundred Twenty-Seven Dollars and 00/100----------($96,827.00)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the City, dated the 2nd day of February, 2026, a copy of which is hereto attached and made a part hereof for the construction of:

**Bid No.:** **25-012**
**Bid Name:** **2025-2027 Emergency Storm Sewer Point Repair – Baystate Ave & Pine St**

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said contract during the original term thereof (including all warranty periods), and any extensions thereof which may be granted by the City, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the City from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the City all outlay and expense which the City may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or to the specifications accompanying the same shall in any way effect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the City and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

(Signature Page Follows)

Docusign Envelope ID: 1FE4C057-24B4-4A09-A426-0BD17F06B6BA



IN WITNESS WHEREOF, this instrument is executed on the 2nd day of February, 2026.

**RUSS GRADING & EXCAVATING, LLC**

**ATTEST:**

By _____
Principal Secretary

By _____
Bailey Russ

Title Managing Member

(SEAL)

1010 S. Reading Ave.Pueblo, CO 81001
(Address)

By _____
(Witness as to Principal)

_____
(Address)

The Ohio Casualty Insurance Company
Surety

ATTEST:

By Gregory W. Miller
(Surety) Attorney-In-Fact

By Gregory W. Miller
Attorney-In-Fact

(SEAL)

PO Box 370115; Denver, CO 80237
(Address)

By Deborah M. Miller
(Witness as to Surety)

5140 Le Duc Ct; Castle Rock, CO 80108
(Address)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners shall execute the bond.

Docusign Envelope ID: 1FE4C057-24B4-4A09-A426-0BD17F06B6BA

**PAYMENT BOND**

Bond Number 906229445

KNOW ALL MEN BY THESE PRESENTS:

That we Russ Grading & Excavating, LLC, a Colorado Limited Liability Company, hereinafter called "Principal" and

The Ohio Casualty Insurance Company

Surety

of Boston, State of Massachusetts, hereinafter called the "Surety", are held and firmly bound unto the City of Pueblo, a Colorado Municipal Corporation, hereinafter called "City", in the penal sum of:

Ninety-Six Thousand Eight Hundred Twenty-Seven Dollars and 00/100----------($96,827.00)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the City, dated the 2nd day of February, 2026, a copy of which is hereto attached and made a part hereof for the construction of:

**Bid No.:** **25-012**
**Bid Name:** **2025-2027 Emergency Storm Sewer Point Repair – Baystate Ave and Pine St**

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, supplies, lubricants, oil, gasoline, rental machinery, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractors or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or to the specifications accompanying the same shall in any way effect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the City and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

(Signature Page Follows)

Docusign Envelope ID: 1FE4C057-24B4-4A09-A426-0BD17F06B6BA



**IN WITNESS WHEREOF,** this instrument is executed on the 2nd day of February, 2026.

**RUSS GRADING & EXCAVATING, LLC**

**ATTEST:**

By _____
Principal Secretary

By _____
Bailey Russ

Title Managing Member

(SEAL)

1010 S. Reading Ave.Pueblo, CO 81001
(Address)

By _____
(Witness as to Principal)

_____
(Address)

The Ohio Casualty Insurance Company
Surety

ATTEST:

By Gregory W. Miller
(Surety) Attorney-In-Fact

(SEAL)

By Gregory W. Miller
Attorney-In-Fact

PO Box 370115; Denver, CO 80237
(Address)

By Deborah M. Miller
(Witness as to Surety)

5140 Le Duc Ct; Castle Rock, CO 80108
(Address)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners shall execute the bond.

Docusign Envelope ID: 1FE4C057-24B4-4A09-A426-0BD17F06B6BA

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8204417-984513

# POWER OF ATTORNEY

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Gregory W. Miller; Landon W. Miller

all of the city of Colorado Springs state of CO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

**IN WITNESS WHEREOF,** this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 26th day of October, 2020.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 26th day of October, 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**IN WITNESS WHEREOF,** I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

**COMMONWEALTH OF PENNSYLVANIA**
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS:** Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts:** Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF,** I have hereunto set my hand and affixed the seals of said Companies this 3rd day of February, 2026.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Docusign Envelope ID: 1FE4C057-24B4-4A09-A426-0BD17F06B6BA

**NOTICE TO PROCEED**

February 2, 2026

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

Ref: Bid No: 25-012
Bid Name: 2025-2027 Emergency Storm Sewer Point Repair – Baystate Ave & Pine St

You are hereby authorized to proceed on February 11, 2026, or within three (3) consecutive calendar days thereafter with construction of the above referenced project as set forth in the Contract Documents.

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

Sincerely,

DocuSigned by:
Kurt Patrick
83D35AA3F8D04C7...
Kurt Patrick
Director of Stormwater

Docusign Envelope ID: 1FE4C057-24B4-4A09-A426-0BD17F06B6BA

## DESCRIPTION OF PROJECT:

A SECTION OF THE EXISTING STORM SEWER SYSTEM AT THE INTERSECTION OF BAYSTATE AVENUE AND PINE STREET IS BEING REPLACED AS PART OF A CAPITAL IMPROVEMENT PROJECT. IMPROVEMENTS WILL INCLUDE APPROXIMATELY 100 LF OF STORM SEWER AND A TRIPLE TYPE 16 INLET WITH APPROXIMATELY 200 LF OF CURB AND GUTTER INSTALLATION TO REDEFINE A TRUE SUMP AT THE INTERSECTION.

## BENCHMARKS:

ELEVATIONS ARE FROM NAVD88

BM-1: ELEV. = 4776.10'
SCRIBED TRIANGLE ON THE TOP BACK OF CURB NEAREST TO THE SOUTH WEST CORNER OF BAYSTATE AVENUE AND PINE STREET BRIDGE.

## LEGEND

- BENCHMARK
- PROPOSED STORM LINE
- EXISTING STORM LINE
- EXISTING U.G. ELECTRIC — E —
- EXISTING WATER — W —
- EXISTING WASTEWATER — S —
- EXISTING NATURAL GAS — G —
- EXISTING FIBER OPTIC — FO —

CONSTRUCTION PLANS/CONTRACT DOCUMENTS
FOR

# BAYSTATE AVE AND PINE ST STORM SEWER IMPROVEMENTS PROJECT #26-XXX (SW-26XX)

CITY OF PUEBLO, COLORADO




NORTH

VICINITY MAP
N.T.S.

PREPARED BY:
CITY OF PUEBLO STORMWATER UTILITY
211 E. "D" STREET
PUEBLO, CO 81003
719-553-2289

## UTILITY CONTACTS:

| | |
|---|---|
| DOMESTIC WATER: | PUEBLO BOARD OF WATER WORKS<br>SCOTT BURBIDGE<br>sburbidge@pueblowater.org<br>719-584-0277 |
| ELECTRICITY: | BLACK HILLS CORPORATION<br>LANCE PETERS<br>lance.peters@blackhillscorp.com<br>719-877-1686 |
| FIBER OPTIC: | CDOT<br>TODD AUSBUN<br>todd.ausbun@dot.state.co.us<br>719-696-1403 |
| CABLE: | COMCAST<br>RICK BENSON<br>rick_benson@cable.comcast.com<br>719-442-4730 |
| TELEPHONE: | QWEST/CENTURY/LUMEN<br>ROGER MCLEOD<br>rmcleod@congruex.com<br>303-949-2187 |
| GAS: | XCEL ENERGY<br>TOD NEWITT<br>todd.g.newitt@xcelenergy.com<br>719-225-0542 |
| SANITARY: | CITY OF PUEBLO<br>SONIA MONDRAGON, P.E.<br>smondragon@pueblo.us<br>719-553-2894 |
| STORMWATER: | CITY OF PUEBLO STORMWATER UTILITY<br>NOAH STAMM<br>nstamm@pueblo.us<br>719-553-2279 |

Know what's below. Call before you dig.

## SHEET LIST


| | |
|---|---|
| C1.0 | COVER SHEET |
| C2.0 | GENERAL NOTES |
| C3.0 | EROSION & SEDIMENT CONTROL PLAN (ESCP) |
| C4.0 | DEMO PLAN |
| C5.1 | BAYSTATE PLAN AND PROFILE |
| C5.2 | PINE PLAN AND PROFILE |
| C5.3 | STORM PLAN AND PROFILE |


| NO. | REVISIONS | BY | DATE | APPROVAL |
|---|---|---|---|---|
| | | | | |

city of PUEBLO colorado

STORMWATER UTILITY
211 EAST "D" STREET PUEBLO, CO 81003
(719) 553-2899 PHONE
(719) 553-2294 FAX

SCALE (H): NTS
SCALE (V): NTS
DRAWN BY: NLS
DESIGNED BY: NLS
CHECKED BY: KP
DATE: 01/30/2026

BAYSTATE AVE & PINE ST
STORM SEWER IMPROVEMENTS

PROJECT NO. 26-XXX

COVER SHEET

SHEET NO. C1.0

Docusign Envelope ID: 1FE4C057-24B4-4A09-A426-0BD17F06B6BA

## GENERAL CONSTRUCTION NOTES

1. UNDERGROUND UTILITIES IN THE AREA OF CONSTRUCTION ARE APPROXIMATE ONLY. THEY HAVE BEEN LOCATED FROM FIELD INVESTIGATION AND THE BEST AVAILABLE UTILITY RECORDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION, PROTECTION AND REPAIR OF ALL UTILITIES ENCOUNTERED DURING CONSTRUCTION WHETHER SHOWN ON THESE PLANS OR NOT. THE CONTRACTOR SHALL CONTACT ALL RESPECTIVE UTILITIES AND HAVE ALL UTILITIES FIELD-LOCATED PRIOR TO CONSTRUCTION. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATION OF ALL EXISTING STRUCTURES AND UTILITIES SHOWN ON THE DRAWINGS, TO ASCERTAIN WHETHER ANY STRUCTURES AND UTILITIES MAY EXIST, AND TO REPAIR OR REPLACE ANY STRUCTURES AND UTILITIES THAT MIGHT BE DAMAGED. IF ANY UNKNOWN SUBSURFACE STRUCTURES ARE ENCOUNTERED DURING CONSTRUCTION, IT SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE CITY OF PUEBLO PRIOR TO PROCEEDING.

2. THE CONTRACTOR SHALL COORDINATE THEIR ACTIVITIES WITH THE AFFECTED UTILITY COMPANIES AND SHALL NOTIFY THE UTILITY NOTIFICATION CENTER, PHONE NUMBER 1-800-922-1987, FORTY-EIGHT (48) HOURS PRIOR TO THE START OF CONSTRUCTION.

3. CONTRACTOR SHALL OBTAIN, AT THEIR OWN EXPENSE, ALL APPLICABLE SPECIFICATIONS AND PERMITS NECESSARY TO PERFORM THE PROPOSED WORK BEFORE THE WORK BEGINS.

4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING AND REPLACING ANY EXISTING SIGNS, STRUCTURES, FENCES, ETC., ENCOUNTERED ON THE JOB AND RESTORING THEM TO THEIR ORIGINAL CONDITION.

5. THE CONTRACTOR IS RESPONSIBLE FOR:
   A. NOTIFYING UTILITY CUSTOMERS OF POTENTIAL SERVICE OUTAGES.
   B. NOTIFYING CITY OF PUEBLO FORTY-EIGHT (48) HOURS IN ADVANCE FOR OBSERVATIONS OF WORK IN PROGRESS. OBSERVATION AND ON-SITE VISITS ARE NOT TO BE CONSTRUED AS A GUARANTEE BY THE CITY ENGINEERING STAFF OF THE CONTRACTORS' CONTRACTUAL COMMITMENT. IF WORK IS SUSPENDED FOR ANY PERIOD OF TIME AFTER INITIAL START-UP, THE CONTRACTOR SHALL NOTIFY THE CITY OF PUEBLO FORTY-EIGHT (48) HOURS PRIOR TO RESTART.
   C. NOTIFYING THE FIRE & POLICE PROTECTION DISTRICT OF ALL STREET CLOSURES AND EXISTING FIRE HYDRANTS TAKEN OUT OF SERVICE FOR AT LEAST FORTY-EIGHT (48) HOURS PRIOR TO THE START OF CONSTRUCTION.

6. DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS AT AND ADJACENT TO THE JOB INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THE CONTRACTOR SHALL PROVIDE ALL LIGHTS, SIGNS, BARRICADES, FLAGMEN, OR OTHER DEVICES NECESSARY TO PROVIDE FOR PUBLIC SAFETY, IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, (MUTCD) LATEST EDITION. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND IS NOT LIMITED TO NORMAL WORKING HOURS. THE CITY OF PUEBLO SHALL NOT BE RESPONSIBLE FOR THE SAFETY OR ADEQUACY OF ANY EQUIPMENT, BUILDING COMPONENTS, SCAFFOLDING, FORMS OR OTHER WORK AIDS USED IN OR ABOUT THE PROJECT, OR IN THE SUPERINTENDING OF THE SAME. THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS FROM ANY AND ALL LIABILITY, REAL AND ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER, OR THE CITY. THE CITY OF PUEBLO IS NOT RESPONSIBLE FOR SAFETY IN, ON OR ABOUT THE PROJECT SITE, OR FOR COMPLIANCE BY THE APPROPRIATE PARTY OF ANY REGULATIONS RELATING THERETO. THE CONTRACTOR WILL COMPLY WITH ALL OSHA REGULATIONS.

7. WORK IN PUBLIC STREETS, ONCE BEGUN, SHALL PROCEED TO COMPLETION WITHOUT DELAY SO AS TO PROVIDE MINIMUM INCONVENIENCE TO ADJACENT PROPERTY OWNERS AND TO THE TRAVELING PUBLIC.

8. THE CONTRACTOR SHALL TAKE ALL NECESSARY AND PROPER PRECAUTIONS TO PROTECT ADJACENT PROPERTIES FROM ANY AND ALL DAMAGE THAT MAY OCCUR FROM STORM WATER RUNOFF AND/OR DEPOSITION OF DEBRIS RESULTING FROM ANY AND ALL WORK.

9. EACH TYPE OF CONSTRUCTION SHALL BE COMPLETED BY A CONTRACTOR THAT HAS DEMONSTRATED ACCEPTABLE QUALIFICATIONS TO THE CITY AND IS A LICENSED CONTRACTOR IN THE CITY OF PUEBLO.

10. THE CONTRACTOR SHALL IMMEDIATELY REMOVE ANY CONSTRUCTION DEBRIS OR MUD TRACKED ONTO EXISTING ROADWAYS. THE CONTRACTOR SHALL REPAIR ANY EXCAVATION OR PAVEMENT FAILURES CAUSED BY HIS CONSTRUCTION.

11. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO TAKE EVERY MEASURE NECESSARY TO COMPLY WITH ANY STATE, COUNTY OR CITY DUST CONTROL ORDINANCE. CONSTRUCTION VEHICLES SHALL USE TRUCK ROUTES DESIGNATED BY THE CITY. EXTRA-LEGAL, OVERSIZE AND OVERWEIGHT VEHICLES REQUIRE AN EXTRA-LEGAL VEHICLE PERMIT FROM THE CITY OF PUEBLO PRIOR TO TRAVELING TO THE CONSTRUCTION SITE ON COUNTY OR CITY STREETS.

12. ALL MATERIALS AND CONSTRUCTION SHALL CONFORM WITH THE LATEST EDITION OF THE CITY OF PUEBLO 2025 *STANDARD CONSTRUCTION SPECIFICATION AND DETAILS, ADOPTED NOVEMBER 11, 2024, AMENDED MAY 12, 2025.* IF CONFLICTS EXISTS BETWEEN SPECIFICATIONS OR NOTES ON THE APPROVED CONSTRUCTION DOCUMENTS AND THE CITY OF PUEBLO STANDARD CONSTRUCTION SPECIFICATIONS AND DETAILS, THE MORE STRINGENT SPECIFICATION OR DETAIL SHALL APPLY.

13. CONCRETE AND ASPHALTIC MIX DESIGN SHALL BE SUBMITTED BY THE SUPPLIER AND APPROVED IN WRITING BY THE CITY OF PUEBLO PRIOR TO CONSTRUCTION. MATERIALS SHALL BE IN CONFORMANCE WITH CITY OF PUEBLO SPECIFICATIONS.

14. AT LOCATIONS WHERE NEW ASPHALT IS TO ABUT EXISTING ASPHALT, SAW CUT THE EXISTING PAVEMENT A MINIMUM OF 2 FEET BACK FROM THE EXISTING EDGE, OR AT SUCH LOCATION THAT AN ACCEPTABLE EXISTING CROSS-SLOPE IS LOCATED. REMOVE PAVEMENT. TACK COAT EXPOSED VERTICAL ASPHALT EDGE PRIOR TO PAVING. SAW CUTTING WILL NOT BE PAID FOR SEPARATELY, BUT SHALL BE INCLUDED IN COST OF REMOVAL OF ASPHALT.

15. IF ASPHALT CUT IS WITHIN 4' OF CURB & GUTTER, A NEW PATCH SHALL EXTEND TO THE LIP OF THE CURB & GUTTER.

16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR EXCAVATION AS WELL AS THE COSTS ASSOCIATED WITH EXCAVATION ADJACENT TO AND IN THE IMMEDIATE VICINITY OF PRIVATE OR PUBLIC UTILITIES WHILE PERFORMING THE CONSTRUCTION SHOWN ON THE APPROVED CONSTRUCTION PLANS.

17. THE CONTRACTOR WILL BE RESPONSIBLE FOR ALL MATERIAL TESTING AND SHALL PROVIDE COPIES TO THE CITY OF PUEBLO.

18. MATCH EXISTING GRADE AT LIMITS OF CONSTRUCTION.

19. DISCREPANCIES MAY EXIST BETWEEN THESE PLANS AND FIELD CONDITIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR REVIEWING THE ENTIRE SET OF CONSTRUCTION PLANS AND FIELD CONDITIONS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES. CONTRACTOR SHALL NOTIFY THE CITY OF PUEBLO OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK. FAILURE TO DO SO WILL PLACE THE ENTIRE RESPONSIBILITY AND COST ASSOCIATED FOR THE RESOLUTION OF ANY CONFLICTS SOLELY UPON THE CONTRACTOR.

20. ALL EXCESS MATERIALS GENERATED WITHIN THE PROJECT LIMITS THAT CANNOT BE USED AS BACKFILL MATERIAL SHALL BE REMOVED FROM THE PROJECT SITE AT NO COST TO THE PROJECT. WASTE MATERIALS GENERATED BY THE CONTRACTOR SHALL BE LEGALLY DISPOSED OF BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE PROJECT. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN A DISPOSAL SITE AND ANY REQUIRED PERMITS FOR ALL UNUSABLE MATERIALS. EARTHWORK CALCULATIONS SHOWN ON PLANS ARE AN APPROXIMATION AND DO NOT NECESSARILY REFLECT FIELD CONDITIONS.

21. ALL TRENCHES SHALL BE ADEQUATELY SUPPORTED AND THE SAFETY OF WORKERS PROVIDED FOR AS REQUIRED BY THE MOST RECENT OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) "SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION."

22. ALL DAMAGED EXISTING CURB, GUTTER, AND SIDEWALK SHALL BE REPAIRED PRIOR TO ACCEPTANCE OF COMPLETED IMPROVEMENTS.

23. ALL CONSTRUCTION ACTIVITIES MUST COMPLY WITH THE STATE OF COLORADO PERMITTING PROCESS FOR "STORMWATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY." IF APPLICABLE, PLEASE CONTACT COLORADO DEPARTMENT OF HEALTH, WATER QUALITY CONTROL DIVISION, WQCD-PE-B2, (303)692-3500.

24. FINAL PATCH SURFACE SHALL BE SMOOTH AND CONFORM TO THE SURROUNDING PAVEMENT SURFACE WITH NO BUMP, DIP, OR OTHER NOTICEABLE DEFERENCE IN THE RIDING QUALITY. ON TRENCHED INSTALLATIONS, UNLESS OTHERWISE SPECIFIED BY THE CITY, ADDITIONAL CUTBACK OF BASE AND SURFACING (2") TO APPROXIMATELY 12 FEET BEYOND NORMAL TRENCH LIMITS ("T-CAP" METHOD) SHALL BE REQUIRED TO MINIMIZE LATE DEVELOPMENT SAG IN THE PATCHED AREA. PATCHING REPAIRS IS TO BE EQUAL TO THE EXISTING PAVEMENT THICKNESS OR TABLE 3-1 FROM DESIGN CRITERIA, WHICHEVER IS GREATER.

25. THE CONTRACTOR WILL BE RESPONSIBLE FOR THE COORDINATION BETWEEN PROPERTY OWNERS AND UTILITY OWNERS FOR ALL UTILITY SERVICE RELOCATIONS. THE CONTRACTOR WILL MAKE A REASONABLE EFFORT TO MINIMIZE NEGATIVE IMPACTS ON PROPERTY OWNERS ASSOCIATED WITH ANY UTILITY SERVICE RELOCATIONS.

26. THE CONTRACTOR WILL COORDINATE ALL UTILITY RELOCATIONS WITH THE APPROPRIATE UTILITY OWNER. THE CONTRACTOR WILL BE RESPONSIBLE FOR THE PROTECTION AND SUPPORT OF ALL EXISTING UTILITIES DURING CONSTRUCTION AND WILL NOTIFY THE UTILITY OWNER OF ALL UNINTENDED DAMAGE TO ANY EXISTING UNDERGROUND UTILITY PRIOR BACKFILLING THE EXCAVATED AREAS.

27. ALL UTILITY MATERIAL AND CONSTRUCTION SHALL MEET THE MOST RECENT DESIGN AND CONSTRUCTION STANDARDS OF THE UTILITY OWNER.

28. EXCESS MATERIALS SHALL NOT BE STOCKPILED ON ROADWAY OR WITHIN PARKING LOTS.

| NO. | REVISIONS | BY | DATE | APPROVAL |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

city of PUEBLO colorado

STORMWATER UTILITY
211 EAST "D" STREET PUEBLO, CO 81003
(719) 553-2899 PHONE
(719) 553-2294 FAX

SCALE (H): NTS
SCALE (V): NTS
DRAWN BY: NLS
DESIGNED BY: NLS
CHECKED BY: KP
DATE: 01/30/2026

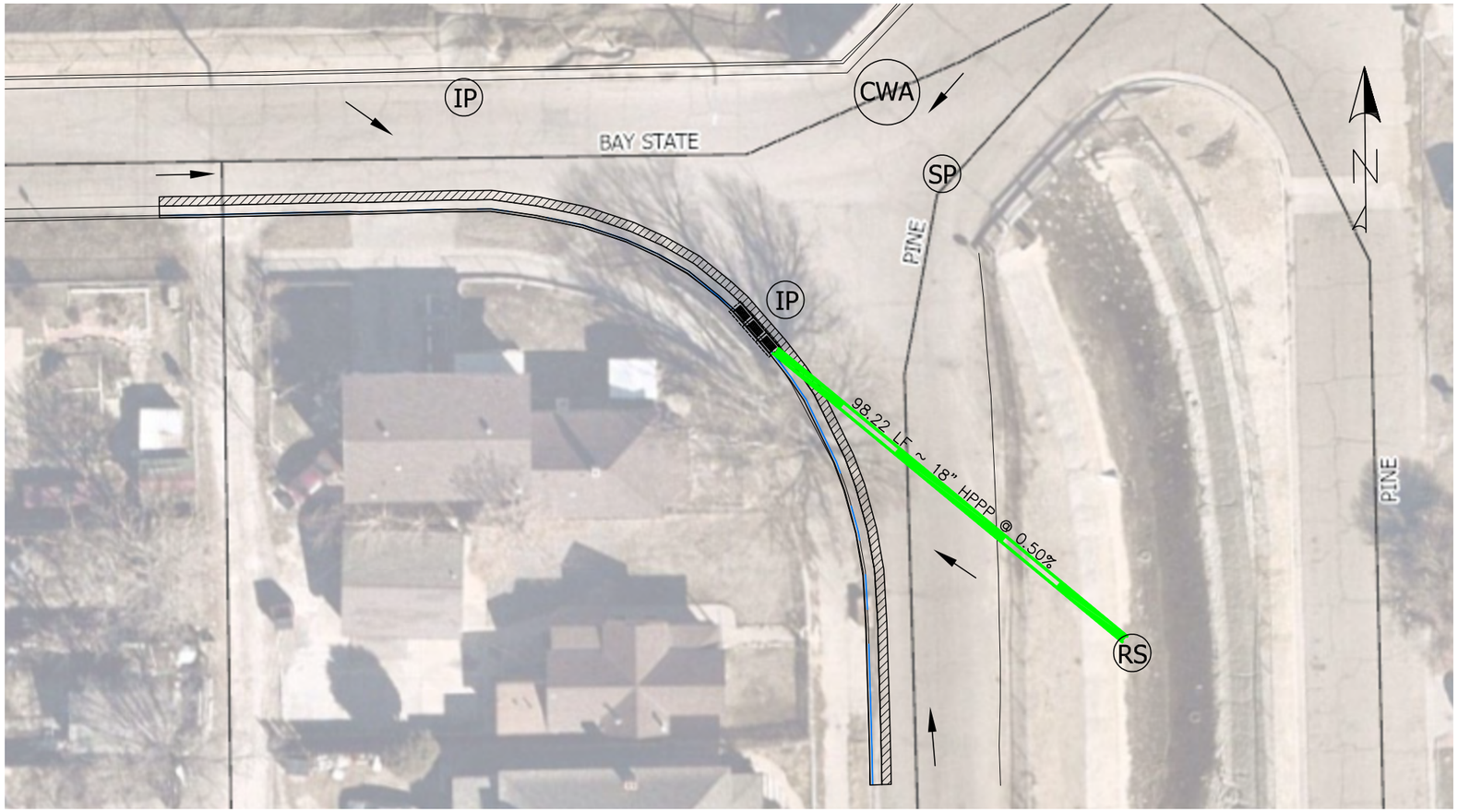
BAYSTATE AVE & PINE ST
STORM SEWER IMPROVEMENTS

PROJECT NO. 26-XXX

GENERAL NOTES

SHEET NO. C2.0

Docusign Envelope ID: 1FE4C057-24B4-4A09-A426-0BD17F06B6BA




0 15 30 60

HORIZONTAL
SCALE: 1" = 30'
VERTICAL
SCALE: 1" = 3'

EROSION AND SEDIMENT CONTROL NOTES

i. PRIOR TO ANY CONSTRUCTION, INCLUDING SITE GRADING AND EXCAVATION, AN APPROVED 'EROSION AND SEDIMENT CONTROL PLAN' SHALL BE POSTED ONSITE AND ALL REQUIRED BMPS INSTALLED.

ii. GENERAL CONTRACTOR SHALL MAINTAIN AND UPDATE THE 'EROSION AND SEDIMENT CONTROL PLAN' AS CONSTRUCTION DICTATES. CURRENT AND CORRECT PLAN SHALL ALWAYS REMAIN ON-SITE AND BE READILY ACCESSIBLE TO THE CITY STORMWATER INSPECTOR.

iii. GENERAL CONTRACTOR OR HIS REPRESENTATIVE SHALL INSPECT, AT A MINIMUM, THE SITE EVERY 2 WEEKS AND WITHIN 24 HOURS OF ANY PRECIPITATION OR SNOWMELT EVENT THAT CAUSES SURFACE EROSION. (I.E., THAT RESULTS IN STORMWATER RUNNING ACROSS THE GROUND).

iv. GENERAL CONTRACTOR/OWNER IS FULLY RESPONSIBLE TO MAINTAIN ALL REQUIRED BMPS TO PREVENT EROSION AND SEDIMENT FROM LEAVING THE CONSTRUCTION SITE.

v. FAILURE TO COMPLY WITH MINIMUM REQUIREMENTS IS A VIOLATION OF CITY ORDINANCES.

vi. NO CROSS-LOT DRAINAGE PERMITTED. STORMWATER SHALL BE DIRECTED TO THE NEAREST PUBLIC RIGHT-OF-WAY (STREETS & ALLEYS), DEDICATED DRAINAGE EASEMENTS, AND/OR CITY OF PUEBLO STORMWATER CONVEYANCE SYSTEM.

LEGEND

- IP — INLET PROTECTION
- SP — STOCKPILE PROTECTION
- CWA — CONCRETE WASHOUT AREA
- RS — ROCK SOCK
- FLOW ARROW

NOTE: ADDITIONAL DETAILS FOR ALL REFERENCED BMPS/SCMS CAN BE FOUND IN THE UDFCD MANUAL.

| NO. | REVISIONS | BY | DATE | APPROVAL |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

city of PUEBLO colorado

STORMWATER UTILITY
211 EAST "D" STREET PUEBLO, CO 81003
(719) 553-2899 PHONE
(719) 553-2294 FAX

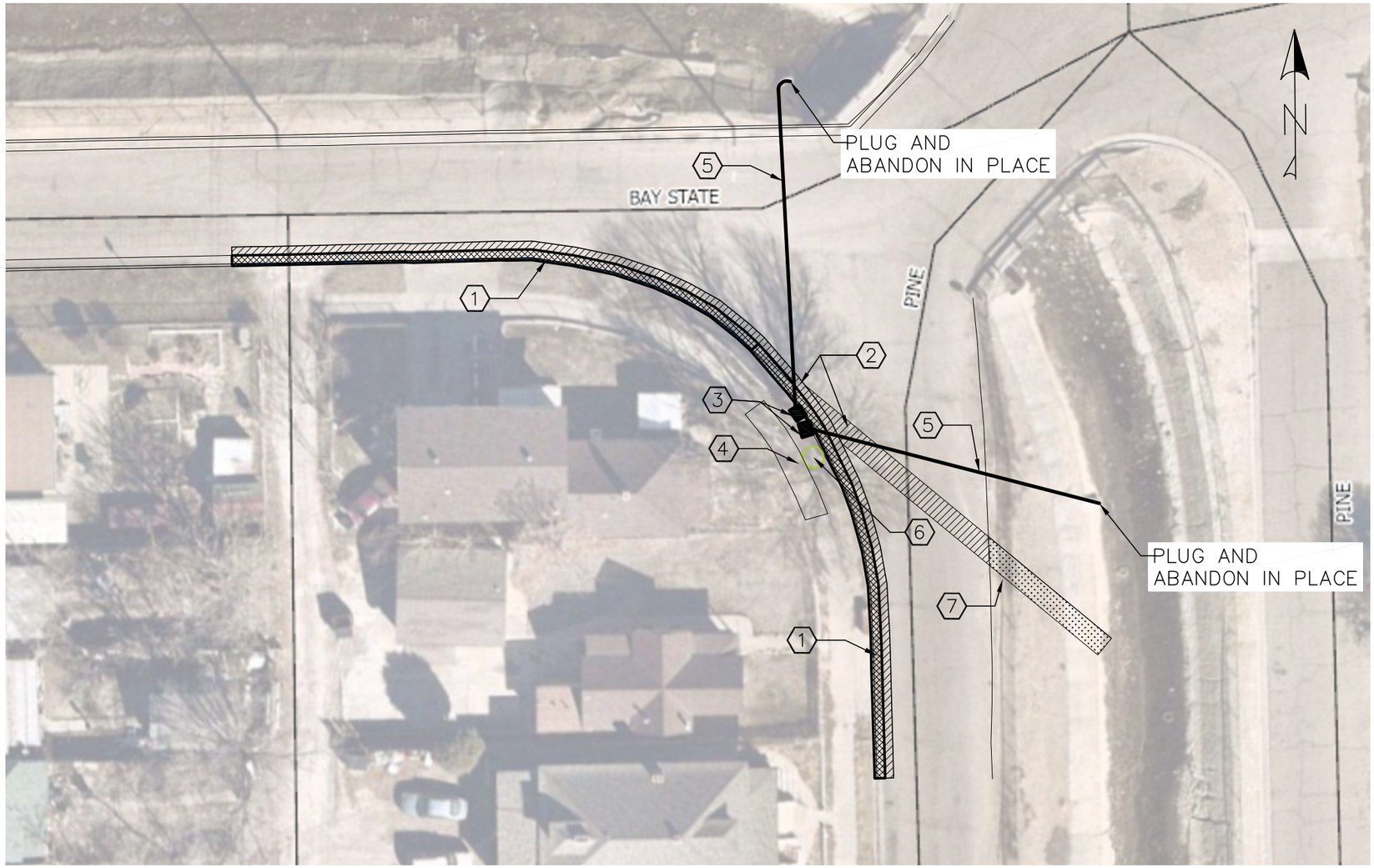
SCALE (H): 1" = 30'
SCALE (V): 1" = 3'
DRAWN BY: NLS
DESIGNED BY: NLS
CHECKED BY: KP
DATE: 01/30/2026

BAYSTATE AVE & PINE ST
STORM SEWER IMPROVEMENTS

EROSION & SEDIMENT CONTROL PLAN

PROJECT NO. 26-XXX

SHEET NO. C3.0




0 15 30 60

HORIZONTAL
SCALE: 1" = 30'
VERTICAL
SCALE: 1" = 3'

## SITE SPECIFIC DEMOLITION NOTES

1. REMOVE AND LEGALLY DISPOSE OF EXISTING CURB AND GUTTER.
2. SAW CUT, REMOVE, AND LEGALLY DISPOSE OF EXISTING ASPHALT PAVEMENT AS REQUIRED.
3. REMOVE AND LEGALLY DISPOSE OF EXISTING INLET.
4. REMOVE AND LEGALLY DISPOSE OF EXISTING CONCRETE SIDEWALK.
5. ABANDON EXISTING STORM SEWER IN PLACE (CAP ENDS WITH CONCRETE MATCHING EXISTING DITCH GRADES, FLOW FILL PIPE).
6. REMOVE AND LEGALLY DISPOSE OF TREE AND GRIND OUT THE STUMP AND ALL ROOTS.
7. REMOVE AND REPLACE TWO SECTIONS OF FENCE.

## LEGEND

- ASPHALT REMOVAL (742 SF +/–)
- DITCH CRETE/GROUND REMOVAL (182 SF +/–)
- REMOVE AND REPLACE CURB AND GUTTER (227 LF +/–)
- REMOVE AND REPLACE SIDEWALK (165 SF +/–)

| NO. | REVISIONS | BY | DATE | APPROVAL |
|---|---|---|---|---|
| | | | | |

city of PUEBLO colorado

STORMWATER UTILITY
211 EAST "D" STREET PUEBLO, CO 81003
(719) 553-2899 PHONE
(719) 553-2294 FAX

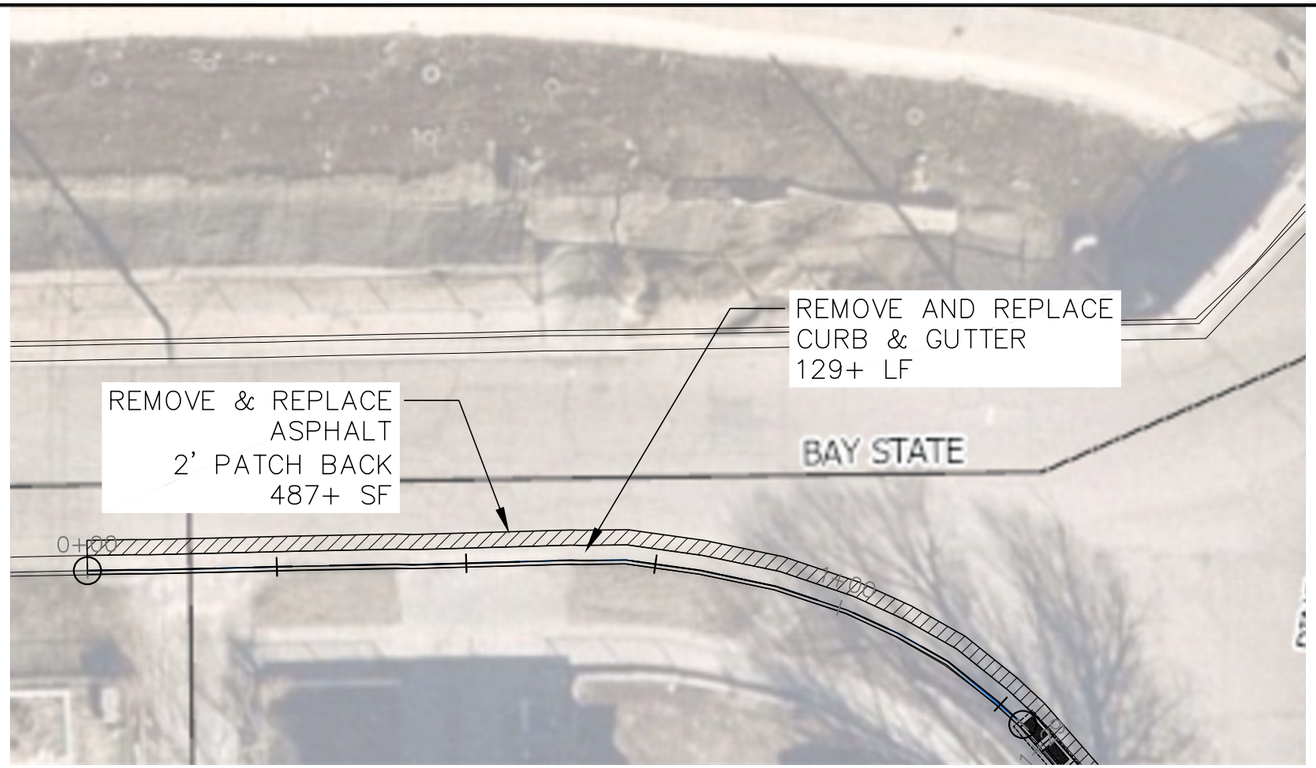
SCALE (H): 1" = 30'
SCALE (V): 1" = 3'
DRAWN BY: NLS
DESIGNED BY: NLS
CHECKED BY: KP
DATE: 01/30/2026

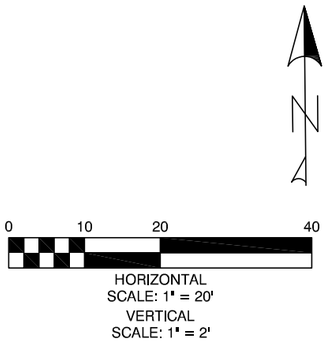
BAYSTATE AVE & PINE ST
STORM SEWER IMPROVEMENTS

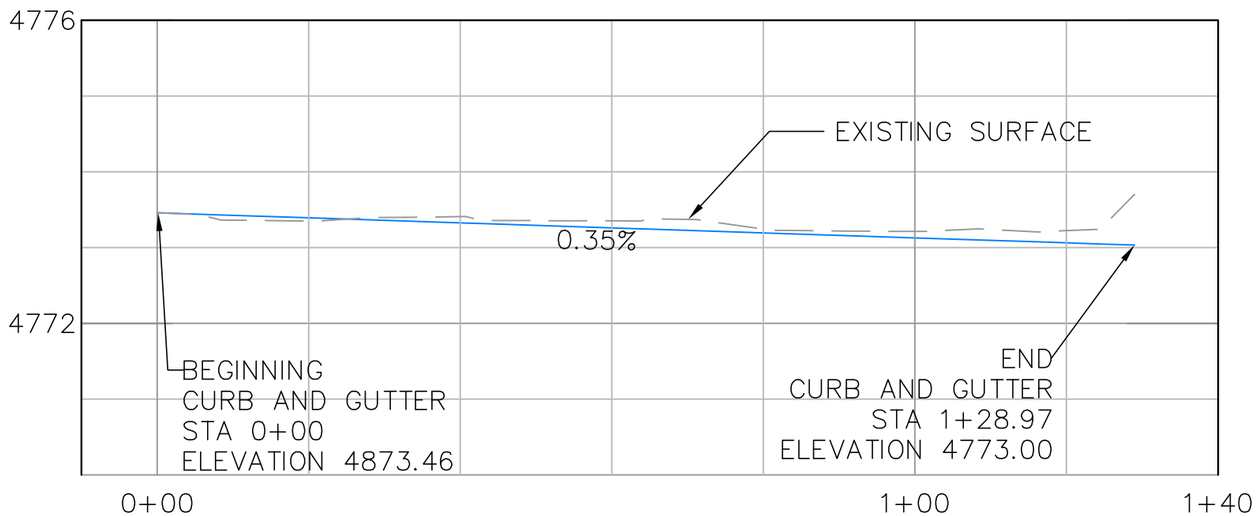
# DEMO PLAN

PROJECT NO. 26-XXX
SHEET NO. C4.0

Docusign Envelope ID: 1FE4C057-24B4-4A09-A426-0BD17F06B6BA




**Curb FL PROFILE**
**HORIZ. SCALE: 1"=20'**
**VERT. SCALE: 1"=2'**

## CITY OF PUEBLO 2025 STANDARD DETAIL REFERENCES

TRACER WIRE: SD31 – SD38
TYPE 16 INLET: SW5.1 – SW 5.6
STORM SEWER TRENCH: SW7
STANDARD CURB & GUTTER: SD3

| NO. | REVISIONS | BY | DATE | APPROVAL |
|---|---|---|---|---|
| | | | | |

city of PUEBLO colorado

STORMWATER UTILITY
211 EAST "D" STREET PUEBLO, CO 81003
(719) 553-2899 PHONE
(719) 553-2294 FAX

SCALE (H): 1" = 2'
SCALE (V): 1" = 20'
DRAWN BY: NLS
DESIGNED BY: NLS
CHECKED BY: KP
DATE: 01/30/2026

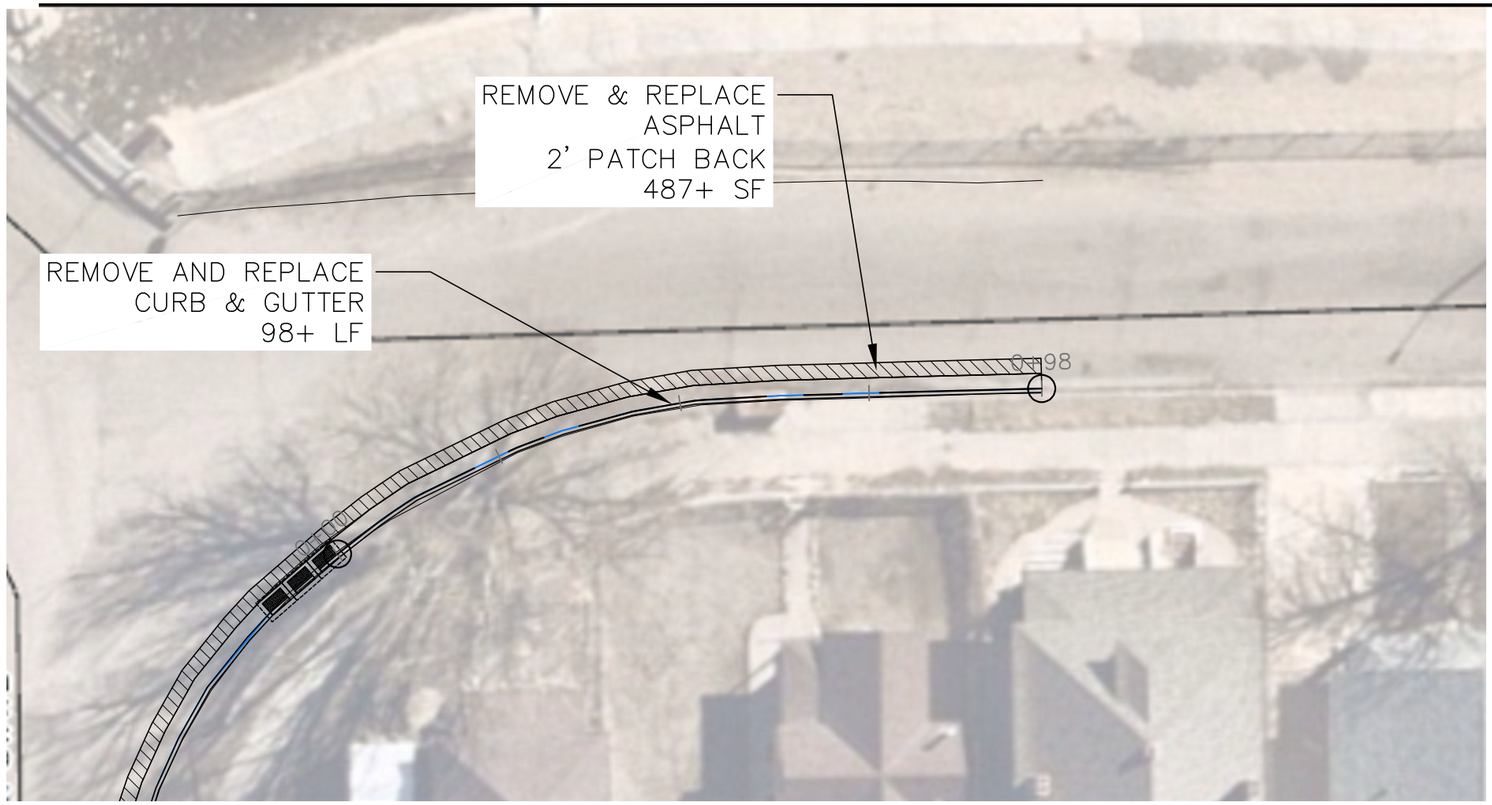
BAYSTATE AVE & PINE ST
STORM SEWER IMPROVEMENTS

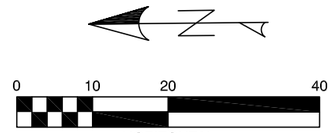
BAYSTATE PLAN AND PROFILE

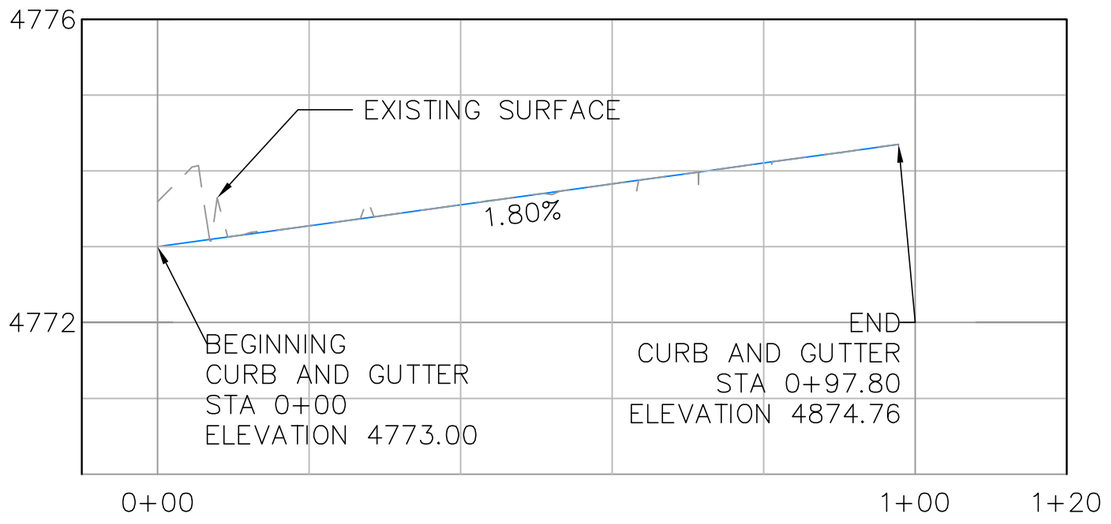
PROJECT NO. 26-XXX

SHEET NO. C5.1

Docusign Envelope ID: 1FE4C057-24B4-4A09-A426-0BD17F06B6BA




**PINE CURB & GUTTER FL PROFILE**
**HORIZ. SCALE: 1"=20'**
**VERT. SCALE: 1"=2'**

## CITY OF PUEBLO 2025 STANDARD DETAIL REFERENCES

TRACER WIRE: SD31 – SD38
TYPE 16 INLET: SW5.1 – SW 5.6
STORM SEWER TRENCH: SW7
STANDARD CURB & GUTTER: SD3

| NO. | REVISIONS | BY | DATE | APPROVAL |
|---|---|---|---|---|
| | | | | |

city of PUEBLO colorado

STORMWATER UTILITY
211 EAST "D" STREET PUEBLO, CO 81003
(719) 553-2899 PHONE
(719) 553-2294 FAX

SCALE (H): 1" = 2'
SCALE (V): 1" = 20'
DRAWN BY: NLS
DESIGNED BY: NLS
CHECKED BY: KP
DATE: 01/30/2026

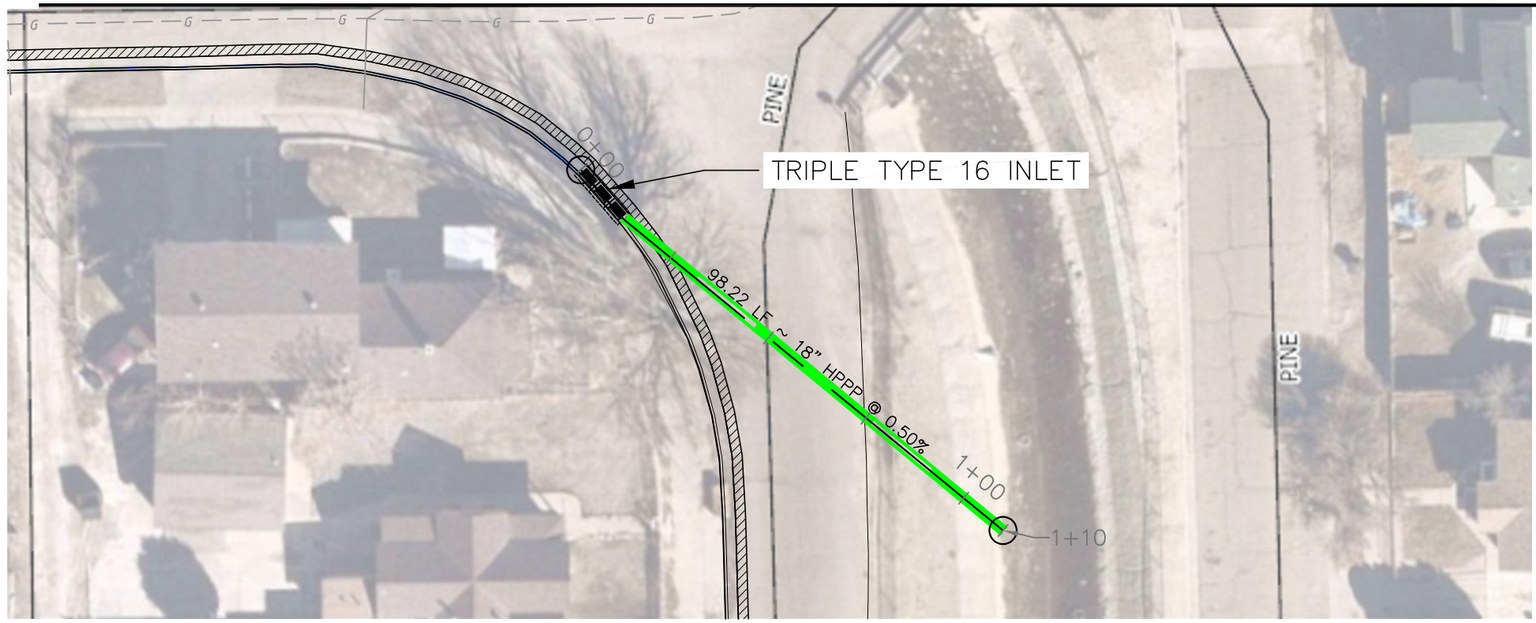
BAYSTATE AVE & PINE ST
STORM SEWER IMPROVEMENTS

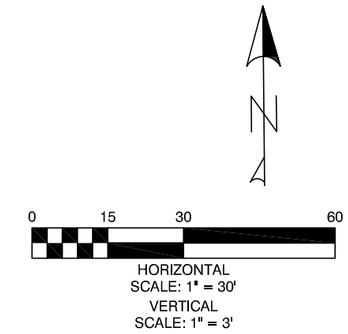
PROJECT NO. 26-XXX

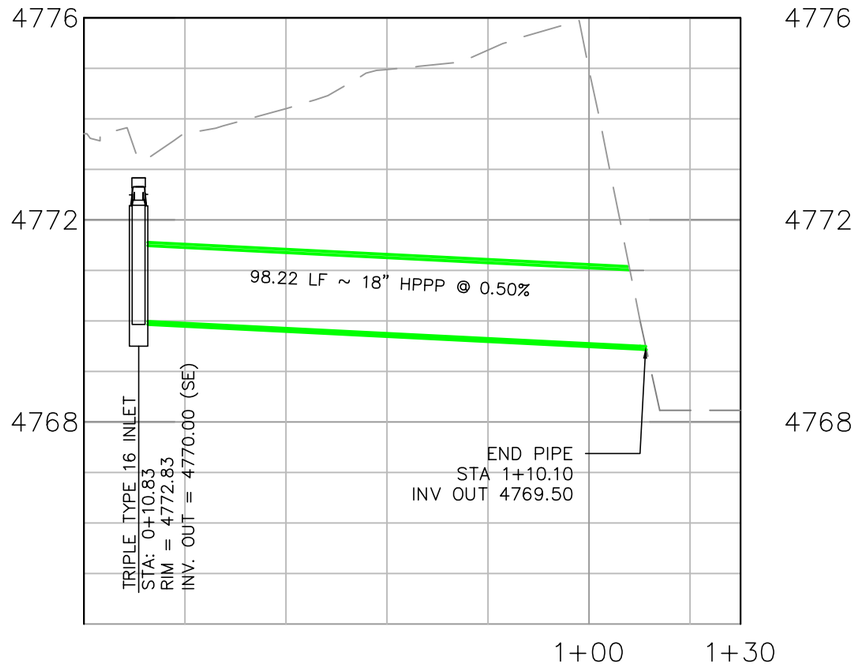
PINE PLAN & PROFILE

SHEET NO. C5.2

Docusign Envelope ID: 1FE4C057-24B4-4A09-A426-0BD17F06B6BA




**Pine Pipe PROFILE**
**HORIZ. SCALE: 1"=30'**
**VERT. SCALE: 1"=3'**

## CITY OF PUEBLO 2025 STANDARD DETAIL REFERENCES

TRACER WIRE: SD31 – SD38
TYPE 16 INLET: SW5.1 – SW 5.6
STORM SEWER TRENCH: SW7
STANDARD CURB & GUTTER: SD3

| NO. | REVISIONS | BY | DATE | APPROVAL |
|---|---|---|---|---|
| | | | | |

city of PUEBLO colorado

STORMWATER UTILITY
211 EAST "D" STREET PUEBLO, CO 81003
(719) 553-2899 PHONE
(719) 553-2294 FAX

SCALE (H): 1" = 3'
SCALE (V): 1" = 30'
DRAWN BY: NLS
DESIGNED BY: NLS
CHECKED BY: KP
DATE: 01/30/2026

BAYSTATE AVE & PINE ST
STORM SEWER IMPROVEMENTS

STORM PLAN & PROFILE

PROJECT NO. 26-XXX

SHEET NO. C5.3

Docusign Envelope ID: 174D6A9A-2C9D-476F-9F4C-3E537FFF988E



City Of Pueblo

# Contract Change Order

Stormwater Department

**Project Number :** 25-012 **Change Order No. :** 1 **Date:** 3/27/2026

**Project Name :** 2025-2027 Emergency Storm Sewer Point Repair - Baystate Ave & Pine St

**Contractor :** Russ Grading & Excavating, LLC

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

| Bid Item No. | Description of Changes | Decrease Contract By | Increase Contract By |
|---|---|---|---|
| 2 | Remove and Replace 4" Non-Reinforced Concrete Slab **(Increase - 225 SF)** | | $4,500.00 |
| 3 | Remove and Replace 7" Reinforced Concrete Slab **(Increase - 188 SF)** | | $4,700.00 |
| 4 | Remove and Replace Curb and Gutter **(Increase - 20 LF)** | | $1,500.00 |
| 9 | Remove and Replace 6" Asphalt Patch **(Increase - 124 SF)** | | $1,860.00 |
| * | Tree Removal **(Increase - 1 LS)** | | $6,800.00 |
| * | Fence Removal & Replacement **(Increase 1 - LS)** | | $500.00 |
| * | Traffic Control +10% **(Increase - 1 LS)** | | $4,278.94 |
| | **TOTAL** | | $24,138.94 |

| | | |
|---|---|---|
| Net Adjustment This Change Order | $ | 24,138.94 |
| Amount of Previous Change Order(s) | $ | - |
| Original Contract Amount & Amendment | $ | 98,763.54 |
| Total Adjusted Contract Amount To Date | $ | 122,902.48 |

Reason For Change:

Previously agreed to construction drawing items not covered by typical EPR line items and additional work and labor.

The time provided for completion of the contract is increased by (15) days.

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

Prepared by: Signed by: Neal Newman 7AF58986E6ED454... Date: 03/31/2026
Stormwater Inspector

Reviewed by: DocuSigned by: Noah Stamm 0D37DCD8EB354D6... Date: 03/30/2026
Project Manager

Accepted by: DocuSigned by: Bailey Russ 2CFAACE2B2B2470... Date: 03/30/2026
Contractor's Representative

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

Approved by: DocuSigned by: kurt Patrick 83D3SAA3F8D04C7... Date: 03/31/2026
Director of Stormwater

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

Voice: 719-369-9781
Fax:

# INVOICE

Invoice Number: 575
Invoice Date: Feb 28, 2026
Page: 1

| Bill To: | Ship to: |
|---|---|
| City of Pueblo<br>PO Box 1427<br>Pueblo, CO 81002 | City of Pueblo<br>PO Box 1427<br>Pueblo, CO 81002 |

| Customer ID | Customer PO | Payment Terms | |
|---|---|---|---|
| City of Pueblo | | Net 30 Days | |
| **Sales Rep ID** | **Shipping Method** | **Ship Date** | **Due Date** |
| | Airborne | | 3/30/26 |

| Quantity | Description | Unit Price | Amount |
|---|---|---|---|
| | BAYSTATE & PINE EPR | | |
| 99.00 | R&R 18" HP LESS THAN 8' DEEP | 223.00 | 22,077.00 |
| 165.00 | R&R 4" NON REINFORCED CONC | 20.00 | 3,300.00 |
| 182.00 | R&R 7" REINFORCES CONC | 25.00 | 4,550.00 |
| 227.00 | R&R CURB & GUTTER | 75.00 | 17,025.00 |
| 31.00 | FLOWFILL | 225.00 | 6,975.00 |
| 2.00 | DISSIMILAR PIPE CONNECTION 12-18" | 1,400.00 | 2,800.00 |
| 1.00 | R&R TRIPLE DENVER 16 | 23,500.00 | 23,500.00 |
| 1.00 | MOBILIATION | 4,000.00 | 4,000.00 |
| 742.00 | R&R 6" ASPHALT PATCH | 15.00 | 11,130.00 |
| 1.00 | ROCK SOCK | 20.00 | 20.00 |
| 2.00 | INLET PROTECTION | 350.00 | 700.00 |
| 1.00 | STOCKPILE MANAGEMENT | 500.00 | 500.00 |
| 1.00 | CONCRETE WASHOUT | 250.00 | 250.00 |
| 1.00 | BONDS | 1,936.54 | 1,936.54 |
| | CONTRACT INCREASES | | |
| 225.00 | 4" CONCRETE | 20.00 | 4,500.00 |
| 188.00 | 7" REINFORCED CONC | 25.00 | 4,700.00 |
| 20.00 | CURB & GUTTER | 75.00 | 1,500.00 |
| 124.00 | 6" ASPHALT PATCH | 15.00 | 1,860.00 |
| 1.00 | TREE REMOVAL | 6,800.00 | 6,800.00 |
| 1.00 | FENCE REMOVAL & REPLACEMENT | 500.00 | 500.00 |

| | |
|---|---|
| Subtotal | Continued |
| Sales Tax | Continued |
| Total Invoice Amount | Continued |
| Payment/Credit Applied | |
| **TOTAL** | **Continued** |

Check/Credit Memo No:

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

Voice: 719-369-9781
Fax:

# INVOICE

Invoice Number: 575
Invoice Date: Feb 28, 2026
Page: 2

| Bill To: | Ship to: |
|---|---|
| City of Pueblo<br>PO Box 1427<br>Pueblo, CO 81002 | City of Pueblo<br>PO Box 1427<br>Pueblo, CO 81002 |

| Customer ID | Customer PO | Payment Terms | |
|---|---|---|---|
| City of Pueblo | | Net 30 Days | |
| **Sales Rep ID** | **Shipping Method** | **Ship Date** | **Due Date** |
| | Airborne | | 3/30/26 |

| Quantity | Description | Unit Price | Amount |
|---|---|---|---|
| 1.00 | TRAFFIC CONTROL +10% | 4,278.94 | 4,278.94 |

| | |
|---|---|
| Subtotal | 122,902.48 |
| Sales Tax | |
| Total Invoice Amount | 122,902.48 |
| Payment/Credit Applied | |
| **TOTAL** | **122,902.48** |

Check/Credit Memo No:

# A-1 BARRICADE & SIGN, INC.

REMIT TO: 201 COLORADO AVE. PUEBLO, CO 81004
719-543-1353 FAX-719-543-6244

| RENTED TO | JOB LOCATION | TICKET # |
|---|---|---|
| RUSS GRADING & EXCAVATING<br>1010 S READING ST<br>PUEBLO CO 81001 | TRAFFIC CONTROL PLAN<br>BAYSTATE & PINE ST<br>ROAD CLOSURE<br>PUEBLO CO | Con# 138189<br>Loc 200 |

| DL/ID # | DOBth | MISC | PHONE | | DATE | TIME |
|---|---|---|---|---|---|---|
| CA28678 | | | W (719) 369-9781 | OUT | 02/10/26 | 10:15 AM VV |
| | | | | | 02/10/26 | 10:16 AM VV |

| ID#3 | PO/JOB # | RECEIVED BY |
|---|---|---|
| | SYDNEY | |

***FINAL***



| QTY | ITEM# | MIN | HOURLY | OVNITE | 8-HOUR | DAY | WEEK | 4 WEEK | EXT AMT | NET AMT |
|---|---|---|---|---|---|---|---|---|---|---|
| 1 | TCP-REG | TRAF.CONTROL PLAN A-1 SETUP | | | | | | 185.00 | 185.00 | 185.00 |

----- Payments ------
FORCE CHARGE 185.00 02/10/26

5050

PAID

ent 2/12
Pro 2/26
ret 3/2

Office Hours:
M-F 7:30am - 5:00pm
Closed For Lunch 12pm - 1pm
Closed Sat. & Sun.

| | |
|---|---|
| RENT | 0.00 |
| SALES | 0.00 |
| OTHER | 185.00 |
| DW/FEES | 0.00 |
| SMM TAX | 0.00 |
| SALES TAX | 0.00 |
| USE TAX | 0.00 |
| TOTAL DUE | 185.00 |
| | 0.00 |
| AMT BILLED | 185.00 |

# A-1 BARRICADE & SIGN, INC.

REMIT TO: 201 COLORADO AVE. PUEBLO, CO 81004
719-543-1353 FAX-719-543-6244

| RENTED TO | JOB LOCATION | TICKET # |
|---|---|---|
| RUSS GRADING & EXCAVATING<br>1010 S READING ST<br>PUEBLO CO 81001 | EMERGENCY SEWER REPAIR<br>BAYSTATE & PINE<br>PUEBLO CO | Con# 138252<br>Loc 200 |

1025

| DL/ID # | DOBth | MISC | PHONE | | DATE | TIME |
|---|---|---|---|---|---|---|
| CA28678 | | | W (719) 369-9781 | OUT | 02/01/26 | 7:00 AM CT |
| ID#3 | PO/JOB # | RECEIVED BY | | | | |
| | | | | RETURNED | 02/28/26 | 5:00 PM CT |

***FINAL*** Charge for 1.00 Day(s) Page: 1

| QTY | ITEM# | | MIN | HOURLY | OVNITE | 8-HOUR | DAY | WEEK | 4 WEEK | EXT AMT | NET AMT |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 54 | DRW3-0000 | SIGN,36"ROAD WORK AH(DG) | | | | | | | | 216.00 | 216.00 |
| | $4.00/D | | | | | | 4.00 | | | | |
| 72 | DDA3-0000 | SIGN,36"DETOUR AHEAD(DG) | | | | | | | | 288.00 | 288.00 |
| | $4.00/D | | | | | | 4.00 | | | | |
| 72 | DSC3-0000 | SIGN,36"STREET CL.AH(DG) | | | | | | | | 288.00 | 288.00 |
| | $4.00/D | | | | | | 4.00 | | | | |
| 324 | BADN-0000 | DRUM CHANNEL DEVICE N/L | | | | | | | | 972.00 | 972.00 |
| | $3.00/D | | | | | | 3.00 | | | | |
| 54 | DGDT-0000 | BARR.T-3 RC/RCTT(DG) DET | | | | | | | | 486.00 | 486.00 |
| | $9.00/D | | | | | | 9.00 | | | | |
| 54 | DRMR-0000 | SIGN,30"M49 DET.RT(DG)SS | | | | | | | | 216.00 | 216.00 |
| | $4.00/D | | | | | | 4.00 | | | | |
| 1 | LBTS | LABOR, TCS PER HOUR | | | | | | | 85.00 | 85.00 | 85.00 |

PAID

----- Payments ------
FORCE CHARGE 2977.23 02/27/26

**Office Hours:**
**M-F 7:30am - 5:00pm**
**Closed For Lunch 12pm - 1pm**
**Closed Sat. & Sun.**

5050
ent 3/3
pd 3/19
set 3/23

| | |
|---|---|
| RENT | 2466.00 |
| SALES | 0.00 |
| OTHER | 85.00 |
| DW/FEES | 221.94 |
| SMM TAX | 0.00 |
| SALES TAX | 204.29 |
| USE TAX | 0.00 |
| TOTAL DUE | 2977.23 |
| | 0.00 |
| AMT BILLED | 2977.23 |

# A-1 BARRICADE & SIGN, INC.

REMIT TO: 201 COLORADO AVE. PUEBLO, CO 81004
719-543-1353 FAX-719-543-6244

| RENTED TO | JOB LOCATION | TICKET # |
|---|---|---|
| RUSS GRADING & EXCAVATING<br>1010 S READING ST<br>PUEBLO CO 81001 | EMERGENCY SEWER REPAIR<br>BAYSTATE & PINE<br>PUEBLO CO | Con# 138299<br>Loc 200 |

| DL/ID # | DOBth | MISC | PHONE | | DATE | TIME |
|---|---|---|---|---|---|---|
| CA28678 | | | W (719) 369-9781 | OUT | 03/01/26 | 7:00 AM CT |
| ID#3 | PO/JOB # | RECEIVED BY | | | | |
| | | | | RETURNED | 03/04/26 | 3:00 PM CT |

***FINAL***

Charge for 1.00 Day(s) Page: 1

| QTY | ITEM# | | MIN | HOURLY | OVNITE | 8-HOUR | DAY | WEEK | 4 WEEK | EXT AMT | NET AMT |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 12 | DRW3-0000 | SIGN,36"ROAD WORK AH(DG) | | | | | 4.00 | | | 48.00 | 48.00 |
| | $4.00/D | | | | | | | | | | |
| 16 | DDA3-0000 | SIGN,36"DETOUR AHEAD(DG) | | | | | 4.00 | | | 64.00 | 64.00 |
| | $4.00/D | | | | | | | | | | |
| 16 | DSC3-0000 | SIGN,36"STREET CL.AH(DG) | | | | | 4.00 | | | 64.00 | 64.00 |
| | $4.00/D | | | | | | | | | | |
| 72 | BADN-0000 | DRUM CHANNEL DEVICE N/L | | | | | 3.00 | | | 216.00 | 216.00 |
| | $3.00/D | | | | | | | | | | |
| 12 | DGDT-0000 | BARR.T-3 RC/RCTT(DG) DET | | | | | 9.00 | | | 108.00 | 108.00 |
| | $9.00/D | | | | | | | | | | |
| 12 | DRMR-0000 | SIGN,30"M49 DET.RT(DG)SS | | | | | 4.00 | | | 48.00 | 48.00 |
| | $4.00/D | | | | | | | | | | |
| 1 | LBTS | LABOR, TCS PER HOUR | | | | | | | 85.00 | 85.00 | 85.00 |

----- Payments ------

FORCE CHARGE 727.72 03/04/26

**Office Hours:**
**M-F 7:30am - 5:00pm**
**Closed For Lunch 12pm - 1pm**
**Closed Sat. & Sun.**

| | |
|---|---|
| RENT | 548.00 |
| SALES | 0.00 |
| OTHER | 85.00 |
| DW/FEES | 49.32 |
| SMM TAX | 0.00 |
| SALES TAX | 45.40 |
| USE TAX | 0.00 |
| TOTAL DUE | 727.72 |
| | 0.00 |
| AMT BILLED | 727.72 |

PAID

ent 139
pu 3/23 5050
ret 3/25



03/04/26 14:47:03

Docusign Envelope ID: 4AE3B991-C06E-4E74-9C00-99DF5DA5370C



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: April 13, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION ESTABLISHING PROJECT ACCOUNT HU2516 - CONCRETE IMPROVEMENTS - 500 BLK ORMAN, TRANSFERRING FUNDS IN THE AMOUNT OF $47,000 FROM HUAN01 - STREET RESURFACING TO HU2516 - CONCRETE IMPROVEMENTS - 500 BLK ORMAN, AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $40,424.24 TO LG CONTRACTORS, A LIMITED LIABILITY COMPANY, FOR PROJECT NO. 25-122, CONCRETE IMPROVEMENTS - 500 BLOCK OF WEST ORMAN AVENUE, SETTING FORTH $6,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

**SUMMARY**:

Attached is a Resolution establishing Project Account HU2516 - Concrete Imp - 500 Blik Orman, transferring funds in the amount of $47,000.00 from Project Account HUAN01, Street Resurfacing to HU2516, Concrete Imp - 500 Blk Orman, and awarding a Construction Contract to Lg Contractors, LLC, for Project No. 25-122, Concrete Improvements - 500 Block of West Orman Avenue.

**PREVIOUS COUNCIL ACTION**:

None.

**BACKGROUND:**

In general, this project will consist of curb and gutter and sidewalk replacement to improve drainage on the 500 block of West Orman Avenue. The Resolution awards the Construction Contract to Lg Contractors, LLC.

**FINANCIAL IMPLICATIONS**:

Funds in the amount of $47,000.00 are hereby transferred from HUAN01, Street Resurfacing to HU2516, Concrete Imp - 500 Blk Orman.

Docusign Envelope ID: 4AE3B991-C06E-4E74-9C00-99DF5DA5370C

Funding (including contingencies) in the amount of $46,424.24 will be paid from Account Project No. HU2516 Concrete Imp - 500 Blk Orman.

**BOARD/COMMISSION RECOMMENDATION**:

None.

**STAKEHOLDER PROCESS**:

None.

**ALTERNATIVES:**

Denial of this resolution will cancel the project.

**RECOMMENDATION:**

Approval of the Resolution.

**ATTACHMENTS**:

1. 25-122 Bid Summary

Docusign Envelope ID: 4AE3B991-C06E-4E74-9C00-99DF5DA5370C

RESOLUTION NO. 16294

A RESOLUTION ESTABLISHING PROJECT ACCOUNT HU2516 - CONCRETE IMPROVEMENTS - 500 BLK ORMAN, TRANSFERRING FUNDS IN THE AMOUNT OF $47,000 FROM HUAN01 - STREET RESURFACING TO HU2516 - CONCRETE IMPROVEMENTS - 500 BLK ORMAN, AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $40,424.24 TO LG CONTRACTORS, A LIMITED LIABILITY COMPANY, FOR PROJECT NO. 25-122, CONCRETE IMPROVEMENTS - 500 BLOCK OF WEST ORMAN AVENUE, SETTING FORTH $6,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, bids for Project No. 25-122, Concrete Improvements - 500 Block West Orman Avenue have been received and examined; and,

WHEREAS, the proposal of Lg Contractors, LLC, was the lowest of those bids determined to be responsive, and the Committee of Awards recommends to the City Council that it authorizes Project No. 25-122 Concrete Improvements - 500 Block West Orman Avenue to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Account Project HU2516 - Concrete Imp - 500 Blk Orman is hereby established.

SECTION 2.

Funds in the amount of $47,000.00 are hereby transferred from Account Project HUAN01 - Street Resurfacing to Account Project HU2516 - Concrete Imp - 500 Blk Orman.

SECTION 3.

The City Council authorizes Project No. 25-122, Concrete Improvements - 500 Block West Orman Avenue, to be performed, and the contract for said project is hereby awarded to Lg Contractors, LLC, in the amount of $40,424.24.

SECTION 4.

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 5.

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.

Docusign Envelope ID: 4AE3B991-C06E-4E74-9C00-99DF5DA5370C

Contingencies and Additional Work……$6,000.00

SECTION 6.

Funds for Project No. 25-122 (including contingencies and additional work), in the amount of $46,424.24 shall be from Account Project No. HU2516 - Concrete Imp - 500 Blk Orman.

SECTION 7.

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 8.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: April 13, 2026

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

ATTESTED BY: DocuSigned by: Clyde Bishop
4D71E7B731D1474...
CITY CLERK

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

# EVALUATION TABULATION

## IFB No. 25-122 (HUAN01)

## Concrete Improvements - 500 Block of West Orman Avenue

RESPONSE DEADLINE: December 19, 2025 at 10:30 am
Report Generated: Friday, December 19, 2025

### VENDOR TOTALS

| Vendor | Total |
|---|---|
| Lg Contractors | $40,424.24 |
| Balance Concrete LLC | $42,722.10 |
| Cedar Ridge Landscape, Inc | $44,707.50 |
| Wicked Outlaw Construction | $44,863.00 |
| R.D.R Construction | $45,727.75 |

## BASE BID

| BASE BID | | | | | Balance Concrete LLC | | Cedar Ridge Landscape, Inc | | Lg Contractors | | R.D.R Construction | | Wicked Outlaw Construction | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Selected | Line Item | Description | Quantity | Unit of Measure | Unit Cost | Total | Unit Cost | Total | Unit Cost | Total | Unit Cost | Total | Unit Cost | Total |
| X | 1 | Remove Asphalt | 470 | SF | $1.90 | $893.00 | $1.25 | $587.50 | $2.00 | $940.00 | $2.00 | $940.00 | $3.00 | $1,410.00 |
| X | 2 | Remove Curb and Gutter | 313 | LF | $5.50 | $1,721.50 | $5.00 | $1,565.00 | $2.00 | $626.00 | $5.50 | $1,721.50 | $3.00 | $939.00 |
| X | 3 | Remove Concrete | 1447 | SF | $1.65 | $2,387.55 | $1.00 | $1,447.00 | $2.00 | $2,894.00 | $1.75 | $2,532.25 | $3.00 | $4,341.00 |
| X | 4 | Remove 7-inch Reinforced Concrete | 342 | SF | $3.15 | $1,077.30 | $2.00 | $684.00 | $3.50 | $1,197.00 | $4.00 | $1,368.00 | $3.00 | $1,026.00 |
| X | 5 | Construct Curb Head | 245 | LF | $18.15 | $4,446.75 | $18.00 | $4,410.00 | $17.50 | $4,287.50 | $17.00 | $4,165.00 | $14.00 | $3,430.00 |
| X | 6 | Construct Curb and Gutter | 313 | LF | $28.90 | $9,045.70 | $35.00 | $10,955.00 | $27.00 | $8,451.00 | $35.00 | $10,955.00 | $30.00 | $9,390.00 |
| X | 7 | Construct 4-inch Concrete | 828 | SF | $7.60 | $6,292.80 | $7.50 | $6,210.00 | $5.00 | $4,140.00 | $7.00 | $5,796.00 | $5.00 | $4,140.00 |
| X | 8 | Construct 6-inch Concrete | 555 | SF | $8.70 | $4,828.50 | $9.00 | $4,995.00 | $7.00 | $3,885.00 | $9.00 | $4,995.00 | $9.00 | $4,995.00 |
| X | 9 | Construct 7-inch Reinforced Concrete | 390 | SF | $10.50 | $4,095.00 | $13.00 | $5,070.00 | $10.00 | $3,900.00 | $10.50 | $4,095.00 | $12.00 | $4,680.00 |

| BASE BID | | | | | Balance Concrete LLC | | Cedar Ridge Landscape, Inc | | Lg Contractors | | R.D.R Construction | | Wicked Outlaw Construction | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Selected | Line Item | Description | Quantity | Unit of Measure | Unit Cost | Total | Unit Cost | Total | Unit Cost | Total | Unit Cost | Total | Unit Cost | Total |
| X | 10 | Construct Asphalt Roadway Patch | 626 | SF | $9.00 | $5,634.00 | $9.00 | $5,634.00 | $9.99 | $6,253.74 | $10.00 | $6,260.00 | $12.00 | $7,512.00 |
| X | 11 | Install Class 6 Base Material (Place and Compact) | 10 | TON | $55.00 | $550.00 | $55.00 | $550.00 | $35.00 | $350.00 | $60.00 | $600.00 | $50.00 | $500.00 |
| X | 12 | Erosion and Sediment Control | 1 | LS | $100.00 | $100.00 | $300.00 | $300.00 | $500.00 | $500.00 | $250.00 | $250.00 | $1,000.00 | $1,000.00 |
| X | 13 | Traffic Control | 1 | LS | $1,300.00 | $1,300.00 | $800.00 | $800.00 | $1,500.00 | $1,500.00 | $500.00 | $500.00 | $1,000.00 | $1,000.00 |
| X | 14 | Mobilization | 1 | LS | $350.00 | $350.00 | $1,500.00 | $1,500.00 | $1,500.00 | $1,500.00 | $1,550.00 | $1,550.00 | $500.00 | $500.00 |
| Total | | | | | | $42,722.10 | | $44,707.50 | | $40,424.24 | | $45,727.75 | | $44,863.00 |

Docusign Envelope ID: 4AE3B991-C06E-4E74-9C00-99DF5DA5370C



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: April 13, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION ESTABLISHING PROJECT ACCOUNT HU2604 – ASPHALT IMP – NORTHERN & VASSAR AND AUTHORIZING THE TRANSFER OF BUDGETED AND APPROPRIATED FUNDS IN THE AMOUNT OF $10,000 FROM PROJECT NO. HUAN01 STREET RESURFACING TO PROJECT NO. HU2604 – ASPHALT IMP – NORTHERN & VASSAR

## SUMMARY:

This Resolution establishes project account HU2604 – Asphalt Imp – Northern & Vassar and approves the transfer of previously budgeted and appropriated funds in the amount of $10,000.00 from Project No. HUAN01 Street Resurfacing to Project No. HU2604 – Asphalt Imp – Northern & Vassar

## PREVIOUS COUNCIL ACTION:

None.

## BACKGROUND:

There has been an increase in fatal crashes at the intersection of Northern and Vassar in recent years. At least one car making a left turn movement at this intersection has been involved in these accidents. This improvement project will place traffic delineators along northbound Northern Avenue to eliminate the left turn onto Vassar Avenue and on Vassar to eliminate the left turn movement onto Northern Avenue.

## FINANCIAL IMPLICATIONS:

Transferring these funds as described herein will ensure there are appropriate funds available in Project No. HU2604 – Asphalt Imp – Northern & Vassar.

Docusign Envelope ID: 4AE3B991-C06E-4E74-9C00-99DF5DA5370C

**BOARD/COMMISSION RECOMMENDATION**:

Not applicable to this resolution.

**STAKEHOLDER PROCESS**:

Not applicable to this resolution.

**ALTERNATIVES:**

If this Resolution is not approved by the City Council, the required funds will not be allocated to Project No. HU2604 – Asphalt Imp – Northern & Vassar and the project cannot be completed.

**RECOMMENDATION:**

Approval of the resolution.

**ATTACHMENTS:**

None

Docusign Envelope ID: 4AE3B991-C06E-4E74-9C00-99DF5DA5370C

RESOLUTION NO. 16295

A RESOLUTION ESTABLISHING PROJECT ACCOUNT HU2604 – ASPHALT IMP – NORTHERN & VASSAR AND AUTHORIZING THE TRANSFER OF BUDGETED AND APPROPRIATED FUNDS IN THE AMOUNT OF $10,000 FROM PROJECT NO. HUAN01 STREET RESURFACING TO PROJECT NO. HU2604 – ASPHALT IMP – NORTHERN & VASSAR

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Project account HU2604 – Asphalt Imp – Northern & Vassar is hereby established.

SECTION 2.

The transfer of previously budgeted and appropriated funds in the amount of $10,000.00 from Project No. HUAN01 Street Resurfacing to Project No. HU2604 – Asphalt Imp – Northern & Vassar is hereby approved.

SECTION 3.

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

SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: April 13, 2026

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

ATTESTED BY: DocuSigned by: Clyde Bishop 4071E7B7311474...
CITY CLERK

Docusign Envelope ID: 4AE3B991-C06E-4E74-9C00-99DF5DA5370C



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: April 13, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Andra Ahrens, Director Wastewater

SUBJECT: A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $7,252.21 WITH PARKER EXCAVATING, INC., FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 1904 LAKE AVE., PROJECT NO. 24-033 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME

## SUMMARY:

This Resolution ratifies and approves award of a construction contract to Parker Excavating, Inc., for emergency sanitary sewer point repairs at 1904 Lake Ave.

## PREVIOUS COUNCIL ACTION:

None

## BACKGROUND:

While the Wastewater Department collection crew was performing a routine inspection of manholes, they discovered two manholes that were not level with asphalt near 1904 Lake Ave. The unlevel manholes increased the risk of a traffic accident at those locations. An emergency repair was performed to remove and replace two manhole rings and lids to bring them to grade.

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:

Docusign Envelope ID: 4AE3B991-C06E-4E74-9C00-99DF5DA5370C

| | | | |
|---|---|---|---|
| | Sanitary Sewer Replacement-related | | |
| ***Total:*** | $ | 6,232.21 | 86% |
| | Surface Improvement Related | | |
| ***Total:*** | $ | 1,020.00 | 14% |
| ***Grand Total:*** | $ | 7,252.21 | 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 approving the Resolution would require a finding that there was not an emergency condition.

**RECOMMENDATION:**

Approval of the Resolution.

**ATTACHMENTS:**

1. 4-13-26 1904 Lake Ave Emergency Point Repair Attachment ML

Docusign Envelope ID: 4AE3B991-C06E-4E74-9C00-99DF5DA5370C

RESOLUTION NO. 16296

A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $7,252.21 WITH PARKER EXCAVATING, INC., FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 1904 LAKE AVE., PROJECT NO. 24-033 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME

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

WHEREAS, the point repair work was awarded to 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 1904 Lake Ave. with Parker Excavating, Inc., Project No. 24-033 (WWAN03) — Emergency Point Repair awarded to said bidder in the amount of $7,252.21.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

Docusign Envelope ID: 4AE3B991-C06E-4E74-9C00-99DF5DA5370C

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: April 13, 2026

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

ATTESTED BY: DocuSigned by: Clyde Bishop 4D71E7B73111474...
CITY CLERK

| 2024-2026 Emergency Sanitary Sewer Point Repair | | | | | 1904 Lake Ave | |
|---|---|---|---|---|---|---|
| **Date** 12/24/2025 | | | | | | |
| **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 | | $ - | $ - |
| 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 | 64 | $ 5,760.00 | $ 4,992.00 |
| | | >100 | LF | | $ - | $ - |
| 14 | Asphalt Patch – 5” HMA on 6” Class 6 ABC For 8” and 10” Pipe | 1-20 | LF | | $ - | $ - |
| | | 21-100 | LF | | $ - | $ - |
| | | >100 | LF | | $ - | $ - |
| 15 | Asphalt Patch – 4” HMA on 4” Class 6 ABC For 12" and 15" Pipe | 1-20 | LF | | $ - | $ - |
| | | 21-100 | LF | | $ - | $ - |
| | | >100 | LF | | $ - | $ - |
| 16 | Asphalt Patch – 5” HMA on 6” Class 6 ABC For 12" and 15" Pipe | 1-20 | LF | | $ - | $ - |
| | | 21-100 | LF | | $ - | $ - |
| | | >100 | LF | | $ - | $ - |
| 17 | Remove and Replace 7” Reinforced Concrete | 1-20 | SF | | $ - | $ - |
| | | 21-100 | SF | | $ - | $ - |
| | | >100 | SF | | $ - | $ - |
| 18 | Remove and Replace 6” Reinforced Concrete | 1-20 | SF | | $ - | $ - |
| | | 21-100 | SF | | $ - | $ - |
| | | >100 | SF | | $ - | $ - |
| 19 | Remove and Replace 4” Concrete | 1-20 | SF | | $ - | $ - |
| | | 21-100 | SF | | $ - | $ - |
| | | >100 | SF | | $ - | $ - |
| 20 | Remove and Replace Standard Curb and Gutter | 1-20 | LF | | $ - | $ - |
| | | 21-100 | LF | | $ - | $ - |
| | | >100 | LF | | $ - | $ - |

| | | | | | | |
|---|---|---|---|---|---|---|
| 21 | Install or Remove and Replace 6" Curb Head | 1-20 | LF | | $ - | $ - |
| | | 21-100 | LF | | $ - | $ - |
| | | >100 | LF | | $ - | $ - |
| 22 | Install Extra Lean Concrete (FlowFill) | 1-20 | CY | 20 | $ 3,900.00 | $ 3,280.00 |
| | | 21-100 | CY | | $ - | $ - |
| | | >100 | CY | | $ - | $ - |
| 23 | Class 6 Base Course for Gravel Surfaced Alleys | TN | | | $ - | $ - |
| 24 | Remove Camera/Cleaning Head/Tap Cutter | HR | | | $ - | $ - |
| 25 | Remove and Replace 48” Diameter Manhole | with 1 Invert | EA | | $ - | $ - |
| | | with 2 Inverts | EA | | $ - | $ - |
| | | with 3 Inverts | EA | | $ - | $ - |
| | | with 4 Inverts | EA | | $ - | $ - |
| 26 | Remove and Replace 60” Diameter Manhole | with 1 Invert | EA | | $ - | $ - |
| | | with 2 Inverts | EA | | $ - | $ - |
| | | with 3 Inverts | EA | | $ - | $ - |
| | | with 4 Inverts | EA | | $ - | $ - |
| 27 | Calcium Aluminate Coat 48-inch Manhole | 1-10 | VF | | $ - | $ - |
| | | 11-15 | VF | | $ - | $ - |
| | | >15 | VF | | $ - | $ - |
| 28 | Calcium Aluminate Coat 60-inch Manhole | 1-10 | VF | | $ - | $ - |
| | | 11-15 | VF | | $ - | $ - |
| | | >15 | VF | | $ - | $ - |
| 29 | Rebuild Manhole Bench and Trough 48-inch Manhole | LS | | | $ - | $ - |
| 30 | Rebuild Manhole Bench and Trough 60-inch Manhole | LS | | | $ - | $ - |
| 31 | Reinstate Services - 4" | EA | | | $ - | $ - |
| 32 | Reinstate Services - 6" | EA | | | $ - | $ - |
| 33 | Mobilization | LS | | 1 | $ 1,750.00 | $ 1,725.00 |
| | | | | Total | $ 11,410.00 | $ 9,997.00 |
| | | | | With Contingency | NA | $ 16,742.40 |
| 31 | Remove & Replace Manhole Ring and Lid | EA | | 2 | N/A | $ 3,955.00 |
| | | | | SUB TOTAL | N/A | $ 13,952.00 |

# CONTRACT CHANGE ORDER

**CITY OF PUEBLO DEPARTMENT OF PUBLIC WORKS**

Project Number : 24-033 (WWAN03) Change Order No. : ONE 3/11/2026

Project Name : 2024, 2025 and 2026 Sanitary Sewer Point Repair
1904 Lake Ave

Contractor : PARKER EXCAVATING, INC.
1428 Stockyard Road, 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 | ASPHALT PATCH - 4" HMA on 4" CLASS 6 ABC FOR 8" AND 10" PIPE | ($4,992.00) | |
| 2 | INSTALL EXTRA LEAN CONCRETE (FLOWFILL) | ($3,280.00) | |
| 5 | TRAFFIC CONTROL | | $552.21 |
| 6 | ASPHALT PATCH - 4" HMA on 4" CLASS 6 ABC FOR 8" AND 10" PIPE | | $1,020.00 |
| | **TOTAL** (Decrease) / Increase | ($8,272.00) | $1,572.21 |

| | | |
|---|---|---|
| Net Adjustment This Change Order | $ | (6,699.79) |
| Amount of Previous Change Order(s) | $ | 0.00 |
| Original Contract Amount | $ | 13,952.00 |
| Total Adjusted Contract Amount To Date | $ | 7,252.21 |

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

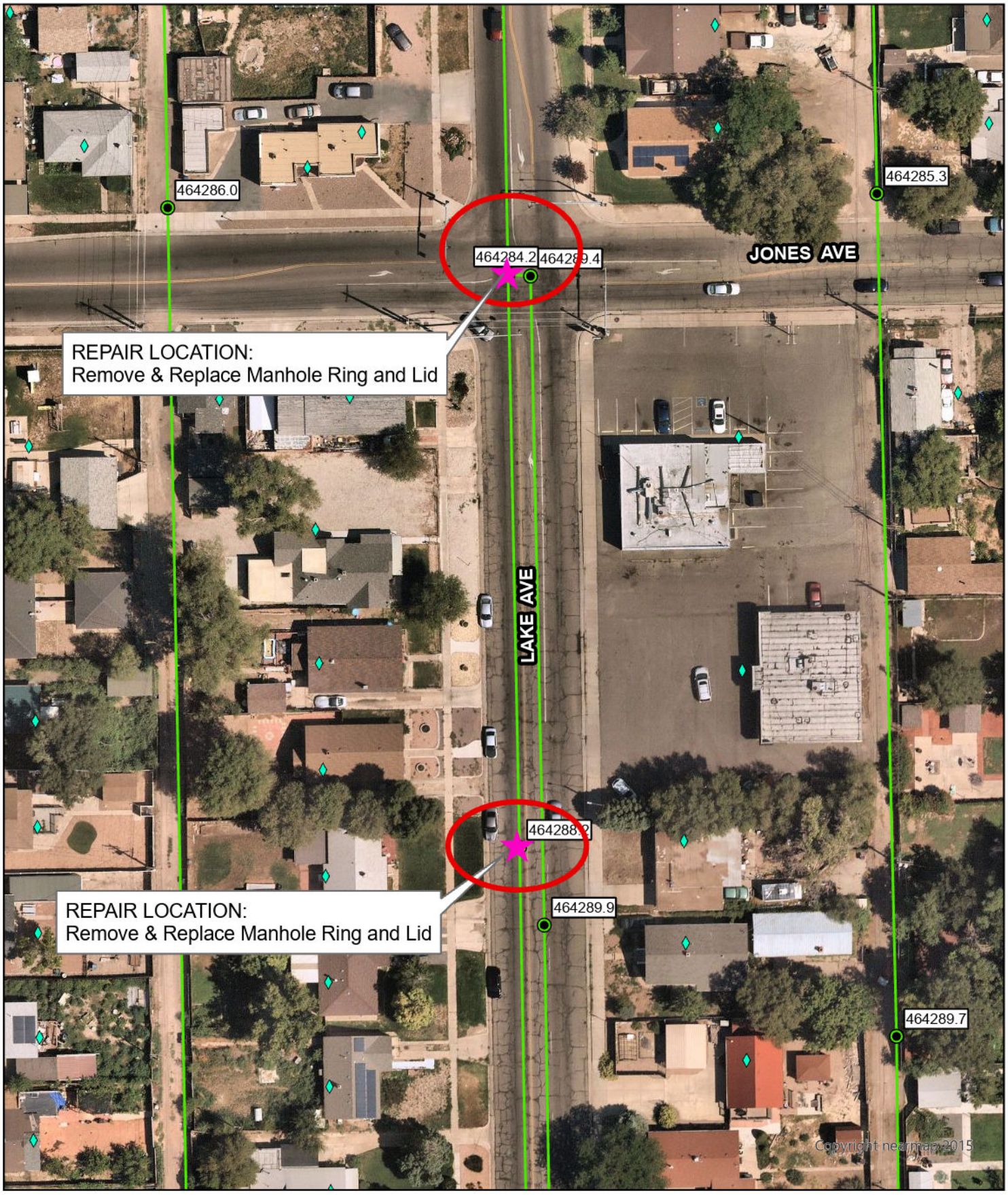
Accepted by: _____ Date:_____
Contractor's Representative

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
# 1904 Lake Ave



Docusign Envelope ID: 4AE3B991-C06E-4E74-9C00-99DF5DA5370C



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: April 13, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Alyssa Parga, Executive Assistant to the Mayor

SUBJECT: A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF ROSALIE VIGNA TO SERVE A TERM ON THE BANDERA SPECIAL IMPROVEMENT MAINTENANCE DISTRICT ADVISORY COMMITTEE

**SUMMARY:**

This Resolution confirms the appointment by the Mayor of Rosalie Vigna to serve an indefinite term on the Bandera Special Improvement Maintenance District Advisory Committee.

**PREVIOUS COUNCIL ACTION**:

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

**BACKGROUND**:

Incumbent Ted Hernandez resigned due to the conflict of also being a City Councilor, leaving one appointment available to serve on the Bandera Special Improvement Maintenance District 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: 4AE3B991-C06E-4E74-9C00-99DF5DA5370C

**ALTERNATIVES:**

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

**RECOMMENDATION:**

Approval of the Resolution.

**ATTACHMENTS:**

None

Docusign Envelope ID: 4AE3B991-C06E-4E74-9C00-99DF5DA5370C

RESOLUTION NO. 16297

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF ROSALIE VIGNA TO SERVE A TERM ON THE BANDERA SPECIAL IMPROVEMENT MAINTENANCE DISTRICT ADVISORY COMMITTEE

WHEREAS, Mayor Heather Graham has requested confirmation by the City Council of her appointment of Rosalie Vigna to the Bandera Special Improvement Maintenance District Advisory Committee NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment by the Mayor of Rosalie Vigna to serve an indefinite term on the Bandera Special Improvement Maintenance District Advisory Committee 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: April 13, 2026

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

ATTESTED BY: DocuSigned by: Clyde Bishop 4D71E7B731114474...
CITY CLERK

Docusign Envelope ID: 4AE3B991-C06E-4E74-9C00-99DF5DA5370C

City Clerk's Office Item # M8

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: April 13, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Alyssa Parga, Executive Assistant to the Mayor

SUBJECT: A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF ABDEL KARIM AYOUB TO COMPLETE A FIVE-YEAR TERM EXPIRING FEBRUARY 1, 2028, ON THE PUEBLO URBAN RENEWAL AUTHORITY

**SUMMARY:**

This Resolution confirms the appointment by the Mayor of Abdel Karim Ayoub to complete a five-year term expiring February 1, 2028 on the Pueblo Urban Renewal Authority.

**PREVIOUS COUNCIL ACTION**:

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

**BACKGROUND:**

Due to the resignation of Crystal Estrada, there is one appointment available on this board.

**FINANCIAL IMPLICATIONS**:

This is a volunteer committee and members serve without compensation.

**BOARD/COMMISSION RECOMMENDATION**:

N/A

**STAKEHOLDER PROCESS**:

N/A

Docusign Envelope ID: 4AE3B991-C06E-4E74-9C00-99DF5DA5370C

**ALTERNATIVES**:

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

**RECOMMENDATION**:

Approval of the Resolution.

**ATTACHMENTS:**

None

Docusign Envelope ID: 4AE3B991-C06E-4E74-9C00-99DF5DA5370C

RESOLUTION NO. 16298

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF ABDEL KARIM AYOUB TO COMPLETE A FIVE-YEAR TERM EXPIRING FEBRUARY 1, 2028, ON THE PUEBLO URBAN RENEWAL AUTHORITY

WHEREAS, Mayor Heather Graham has requested confirmation by the City Council of her appointment of Abdel Karim Ayoub to the Pueblo Urban Renewal Authority; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment by the Mayor of Abdel Karim Ayoub to the Pueblo Urban Renewal Authority to complete a five-year term expiring February 1, 2028 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: April 13, 2026

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

ATTESTED BY: DocuSigned by: Clyde Bishop 4071E787311347A...
CITY CLERK

Docusign Envelope ID: 4AE3B991-C06E-4E74-9C00-99DF5DA5370C



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: April 13, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Heather Graham, Mayor

SUBJECT: A RESOLUTION REAPPOINTING NELSON DUNFORD AS THE PRESIDING JUDGE OF THE MUNICIPAL COURT

**SUMMARY:**

This resolution reappointed Nelson Dunford as Presiding Judge of the Municipal Court.

**PREVIOUS COUNCIL ACTION**:

With Resolution Number 15634, City Council confirmed Mr. Dunford's appointment to the position of Municipal Court Judge on May 13, 2024.

**BACKGROUND:**

Per Title 1, Chapter 6, of the City of Pueblo Charter, "The Mayor shall appoint subject to Council confirmation as many Municipal Judges as may be required to conduct the affairs of the Municipal Court. All Municipal Judges shall be attorneys admitted to practice law in the State. Each Municipal Judge shall be appointed for a term of two (2) years and may be removed by the Mayor for cause."
This Resolution would reappoint Nelson Dunford as Presiding Municipal Court Judge for a term of two years effective May 1, 2026 and expiring on April 30, 2028.

**FINANCIAL IMPLICATIONS**:

The Presiding Judge of the Municipal Court shall receive a salary, and related benefits as shall be fixed by the Mayor.

**BOARD/COMMISSION RECOMMENDATION**:

N/A

Docusign Envelope ID: 4AE3B991-C06E-4E74-9C00-99DF5DA5370C

**STAKEHOLDER PROCESS**:

N/A

**ALTERNATIVES:**

If the City Council does not approve the reappointment of Nelson Dunford as the Presiding Judge, it will need to determine how it wishes to proceed to make a permanent appointment for this position.

**RECOMMENDATION:**

Approval of the Resolution.

**ATTACHMENTS**:

None

Docusign Envelope ID: 4AE3B991-C06E-4E74-9C00-99DF5DA5370C

RESOLUTION NO. 16299

A RESOLUTION REAPPOINTING NELSON DUNFORD AS THE PRESIDING JUDGE OF THE MUNICIPAL COURT

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Nelson Dunford is hereby reappointed as the Presiding Municipal Court Judge of the Municipal Court for the City of Pueblo for a term of two years commencing May 1, 2026, and expiring on April 30, 2028. He shall act as the Municipal Court Administrator and shall supervise all Municipal Court personnel. He shall receive compensation in the amount of $12,350.60 per month.

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: April 13, 2026

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

ATTESTED BY: DocuSigned by: Clyde Bishop 4D71E7B7311A74...
CITY CLERK

Docusign Envelope ID: 4AE3B991-C06E-4E74-9C00-99DF5DA5370C



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: April 13, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Alyssa Parga, Executive Assistant to the Mayor

SUBJECT: A RESOLUTION RATIFYING THE JOINT APPOINTMENT OF LACY FLACK TO THE PUEBLO DEPOT ACTIVITY DEVELOPMENT AUTHORITY (PDADA) BOARD OF DIRECTORS

**SUMMARY**:

This resolution ratifies the joint City-County appointment of members to serve on the Pueblo Depot Activity Development Authority (PDADA) Board of Directors.

**PREVIOUS COUNCIL ACTION**:

Joint City-County appointments to the Pueblo Depot Activity Development Authority (PDADA) Board of Directors 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**:

Due to the term expiration of Ms. Eileen Dennis, there is one term ending on May 9, 2026 on the Pueblo Depot Activity Development Authority Board of Directors for the joint City-County appointment of a member to serve a four-year term.

**FINANCIAL IMPLICATIONS:**

This is a volunteer committee and members serve without compensation.

**BOARD/COMMISSION RECOMMENDATION:**

N/A

**STAKEHOLDER PROCESS**:

N/A

Docusign Envelope ID: 4AE3B991-C06E-4E74-9C00-99DF5DA5370C

**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: 4AE3B991-C06E-4E74-9C00-99DF5DA5370C

RESOLUTION NO. 16300

A RESOLUTION RATIFYING THE JOINT APPOINTMENT OF LACY FLACK TO THE PUEBLO DEPOT ACTIVITY DEVELOPMENT AUTHORITY (PDADA) BOARD OF DIRECTORS

WHEREAS, the Board of County Commissioners have duly convened and appointed Lacy Flack to the Pueblo Depot Activity Development Authority (PDADA) Board of Directors to serve a four-year term expiring May 9, 2030, and it is now the desire of the Pueblo City Council to ratify said appointment; and

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The joint appointment of Lacy Flack to the Pueblo Depot Activity Development Authority (PDADA) to serve a four-year term expiring May 9, 2030, shall be and hereby are 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 appointment described herein.

SECTION 3.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: April 13, 2026

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff B7A4F5...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by: Clyde Bishop 4D71E7B73...
CITY CLERK

**RESOLUTION NO. 26 - 093**

**THE BOARD OF COUNTY COMMISSIONERS**
**OF PUEBLO COUNTY, COLORADO**

**RATIFYING THE APPOINTMENT OF A MEMBER TO THE BOARD OF DIRECTORS OF THE PUEBLO DEPOT ACTIVITY DEVELOPMENT AUTHORITY**

**WHEREAS,** C.R.S. § 29-23-106 allows for three (3) members of the Board of Directors of the Pueblo Depot Activity Development Authority to be appointed by the Pueblo County Board of County Commissioners, three (3) members to be appointed by the City Council of the City of Pueblo, and one (1) member to be jointly appointed by the Pueblo County Board of County Commissioners and the Pueblo City Council; and

**WHEREAS**, there is currently one (1) vacancy for a City-County joint appointment due to a term expiration; and

**WHEREAS**, a Public Notice soliciting applications from persons interested in serving on the Board of Directors of the Pueblo Depot Activity Authority was published in *The Pueblo Chieftain*, and listed on the Pueblo County website, the Government Channel and Social Media, and four (4) applications were received in response to said Public Notice; and

**WHEREAS**, this Board, after having reviewed the aforementioned applications, desires to ratify the appointment of Lacy Flack to the Board of Directors of the Pueblo Depot Activity Development Authority, to a four-year term expiring on May 9, 2030, to serve at the pleasure of the Board.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Pueblo County, Colorado, that Lacy Flack is hereby appointed to the Board of Directors of the Pueblo Depot Activity Development Authority as a City/County appointee, and the Staff to the Board is authorized and directed to notify the aforementioned of their appointment and to the Pueblo Depot Activity Authority Board of Directors.

**PASSED AND ADOPTED** this 26th 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\DMCM PDADA APPT 2026 3-26-26.DOCX

Docusign Envelope ID: 4AE3B991-C06E-4E74-9C00-99DF5DA5370C

City Clerk's Office Item # M11

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: April 13, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Carla Sikes, City Attorney

SUBJECT: A RESOLUTION APPROVING COMPENSATION WITH RESPECT TO A LEGAL SERVICES AGREEMENT WITH STAG LIUZZA, LLC

**SUMMARY:**

This Resolution approves compensation set forth in the Legal Services Agreement with Stag Liuzza, LLC a copy of which is attached hereto.

**PREVIOUS COUNCIL ACTION**:

Not applicable.

**BACKGROUND**:

Pursuant to Section 6-7 of the City Charter, special council is retained solely by the City Attorney, but compensation is approved by City Council. The law firm of Stag Liuzza, LLC is being retained by the City of Pueblo to pursue any settlement and other legal claims it may have against the manufacturers of products related to PFAS in Aqueous Film-Forming Foams (AFFF) Product Liability Litigation MDL No. 2873.

**FINANCIAL IMPLICATIONS**:

This is a contingency fee agreement which commits to pay Stag Liuzza one-third (1/3) of the gross amount recovered for the City's claims. City is responsible for all expenses which shall be deducted and reimbursed to Stag Liuzza from the City's share of any amount recovered for the City's claims.

**BOARD/COMMISSION RECOMMENDATION:**

Not applicable to this Resolution.

Docusign Envelope ID: 4AE3B991-C06E-4E74-9C00-99DF5DA5370C

**STAKEHOLDER PROCESS:**

Not applicable to this Resolution.

**ALTERNATIVES**:

Not approve the Resolution.

**RECOMMENDATION:**

Approve the Resolution.

**ATTACHMENTS:**

1. Stag Liuzza LLC Engagement Agreement for PFAS Litigation

Docusign Envelope ID: 4AE3B991-C06E-4E74-9C00-99DF5DA5370C

RESOLUTION NO. 16301

A RESOLUTION APPROVING COMPENSATION WITH RESPECT TO A LEGAL SERVICES AGREEMENT WITH STAG LIUZZA, LLC

WHEREAS, the City of Pueblo (the "City") is committed to the environment and stewardship of public property; and

WHEREAS, the City is also committed to identifying parties responsible for increasing the costs of responding to regulations and potential costs related to PFAS and taking reasonable steps to avoid passing on these costs to its residents; and

WHEREAS, Stag Liuzza, LLC has put together a team of uniquely qualified and experienced attorneys ("the Firm") who have joined together to assist public entities facing the challenges posed by potential per- and polyfluoroalkyl substances ("PFAS"); and

WHEREAS, the Firm is comprised of experienced attorneys in both PFAS litigation and in the representation of public entities pursuing legal claims involving cost recovery responding to PFAS and the related regulations; and

WHEREAS, the City Council has determined it to be in the City's best interest to enter into the Legal Services Agreement with the Firm and pursue any settlement and other legal claims it may have against the manufacturers of products related to PFAS in Aqueous Film-Forming Foams (AFFF) Product Liability Litigation MDL No. 2873; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Compensation set forth in the Legal Services Agreement with Stag Luizza, LLC, a copy of which is attached hereto, is hereby approved.

SECTION 2.

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

Docusign Envelope ID: 4AE3B991-C06E-4E74-9C00-99DF5DA5370C

SECTION 3.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: April 13, 2026

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

ATTESTED BY: DocuSigned by: Clyde Bishop 4D71E7B73111474...
CITY CLERK

**CONTRACT FOR LEGAL SERVICES**
**AFFF PFAS LITIGATION**

The **CITY OF PUEBLO, CO** (hereinafter the "Client") hereby retains, STAG LIUZZA, LLC (through attorney Michael G. Stag, LLC) (hereinafter the "Attorneys") for the purpose of providing legal services related to the filing of a civil action and/or claims in Aqueous Film-Forming Foams Litigation MDL No. 2873 ("AFFF") related to the pending settlements for recovery of costs associated with damages to **the public wastewater system, airport, and fire training center** against Defendants who manufactured, marketed, distributed, and/or sold aqueous film-forming foam, (hereinafter the "Client's Claims").

**CLIENT DESIGNATES FOR COMMUNICATION PURPOSES THE FOLLOWING:**

Wastewater Department: Andra Ahrens, Wastewater Director, (719) 553-2896, ahrensa@pueblo.us
Business Matters: Carla Sikes, City Attorney, (719) 562-3896, csikes@pueblo.us

Client specifically authorizes the Attorneys to undertake negotiations, file suit, file settlement claims, or institute legal proceedings necessary on the Client's behalf in the AFFF Product Liability Multi-District Litigation. The Client further authorizes the Attorneys to retain and employ the services of any expert, as well as the services of other outside contractors, as the Attorneys deem necessary or expedient in representing the interests of the Client. The Client understands and authorizes Attorneys to share attorney fees with any legal counsel that Attorneys choose to associate to assist with providing the legal services contracted herein.

Unless otherwise agreed in writing by Client and Attorneys, Attorneys will not provide legal services with respect to (a) defending any legal proceeding or claim against the Client or (b) proceedings before any federal or state administrative or governmental agency, department, or board including, but not limited to, the United States Environmental Protection Agency. Client acknowledges that the Attorneys are not tax, regulatory, or bankruptcy legal experts. If Client wishes to retain Attorneys to provide any legal services not provided under this Agreement for additional compensation, a separate written agreement between Attorneys and Client will be required.

The Attorneys do not represent any officials, officers, agents, employees, attorneys, or consultants of the Client regarding this matter, and shall not do so unless the Attorneys specifically agree in writing to undertake such representation. The Attorneys will confer, as needed, with such persons to perform the services specified in this Agreement, but no attorney-client relationship shall be created with such persons merely because the Attorneys work with and/or request or receive information from any such persons during their representation of the Client.

The Client has disclosed all potential adverse parties to the Attorneys, and neither the Attorneys nor the Client perceive any conflict of interest in the Attorneys undertaking this engagement on behalf of the Client.

**1. ATTORNEYS' FEES.** As compensation for legal services, the Client agrees to pay the Attorneys for legal services rendered and to be rendered on account of the Client's Claims (hereinafter "Attorneys' Fees"). The Attorneys' Fees shall be one-third (1/3) of the Gross Amount Recovered for the Client's Claims.

Attorneys' Fees shall all be calculated before the deduction of costs and expenses, as set forth

in Section 2 herein. "Gross amount recovered" herein means principal, interest, penalties, punitive damages, treble damages, attorney's fees, and all other amounts recovered, or value received, including the value of any structured settlement, future payments, or other relief achieved, whether by settlement, judgment or otherwise. "Constituent claims" herein means any one or more claims of the Client constituting less than the entirety of the Client's Claims, including a partial settlement or judgment with less than all defendants. The Client agrees to pay all costs and expenses, as set forth in Section 2 herein, which, in the event of a successful recovery, shall be deducted from the Client's share of that recovery. The Client acknowledges that multiple lawsuits have been filed relating to the same subject matter as Client's Claims. The Client acknowledges that these suits, including any suit for the Client's Claims, might be removed to a federal court as part of multi-district litigation. Further, the Client acknowledges that the court governing the multi-district litigation might appoint committees of attorneys to litigate common issues of law and fact to facilitate the resolution of those lawsuits for the common benefit of all claimants, including the Client. As a result, the Client might be obliged to pay from any Gross Amount Recovered a share of its recovery to satisfy an assessment of common benefit fees, costs, and expenses in an amount as determined by the court. Neither the Attorneys nor the Client shall have the right, without the written consent of the other, to settle, compromise, release, discontinue, or otherwise dispose of the Client's Claims. **Client shall only pay attorney fees contingent upon a recovery and shall not pay any attorney fees if there is no recovery.**

**2. COSTS AND EXPENSES.** In addition to paying Attorneys' Fees, in the event of a successful recovery, the Client agrees to reimburse all costs and expenses, as set forth herein only in the event of a recovery, which shall be deducted from the Client's share of that recovery. Attorneys shall advance all litigation expenses on behalf of Client, and Client shall not be responsible for incurring or reimbursing costs of the litigation even if the amount of recovery is less than the costs incurred. **Client shall only reimburse litigation costs or expenses in the event of a recovery by settlement or judgment.** If no recovery is made, Attorneys shall bear all unreimbursed costs and expenses incurred, and client shall not be liable for any such costs or expenses incurred by Attorneys. Further, if recovery is insufficient to fully reimburse litigation costs, Attorneys shall bear, and Client shall not be liable for, all costs more than the amount of recovery. Subject to the foregoing terms, the Client agrees to reimburse the Attorneys' litigation costs and expenses upon receipt of any settlement funds or collected judgment.

The Attorneys shall have the right and authority, without prior approval of the Client, to incur such litigation costs and expenses as may be necessary or advisable in furtherance of Client's Claims. Litigation costs and expenses may include (but are not limited to) the following: filing fees; deposition costs; expert witness fees; transcript costs; witness fees; subpoena costs; sheriff's and service of process fees; trial consultant fees; mock trial costs; shadow jury fees; mediation fees; court costs; trial exhibit costs; copy costs; photographic, electronic or digital evidence production or presentation; investigation fees; travel expenses; and any other case-specific expenses directly related to the representation undertaken. Additionally, the Client specifically authorizes the Attorneys to charge as recoverable costs such items such as: computer legal research charges (e.g. Westlaw and/or Lexis); long distance telephone expenses; postage charges; Federal Express, UPS, and other delivery service charges; internal photocopying at a rate of $ .30 per page; facsimile costs at a rate of $ .25 per page; and mileage and outside courier charges, all of which must be incurred solely for the purposes of the representation undertaken. Finally, the Client acknowledges that Client will not be charged costs and expenses for any overhead costs of the Attorneys' practice, including office rent; utility costs; charges for local telephone service; office supplies; fixed asset expenses; and ordinary secretarial and staff services.

**3. NO GUARANTEE.** The Client acknowledges that the Attorneys have made no promise or guarantee regarding the outcome of my legal matter. The Client acknowledges that the Client's Claims may be subject to defenses that could lead to dismissal before, at, or after trial, and no recovery. The Client further acknowledge that the Attorneys shall have the right to cancel this agreement and withdraw from this matter if, in the Attorneys' professional opinion, the matter does not have merit, the Client does not have a reasonably good possibility of recovery, the Client refuses to follow the recommendations of the Attorneys, the Client fails to abide by the terms of this agreement, the Client fails to provide requested information or to produce witnesses to appear for deposition or trial, if the Attorneys' continued representation would result in a violation of the Rules of Professional Conduct, or at any other time as permitted under the Rules of Professional Conduct. No guarantee or representation has been made to the Client as to what type or amount of recovery, if any, may be expected on the Client's Claims.

**4. ELECTRONIC DATA COMMUNICATION AND STORAGE.** In the interest of facilitating our services to the Client, the Attorneys may communicate by facsimile transmission, send data over the internet, store electronic data via computer software applications hosted remotely on the internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to the Client may be transmitted or stored using these methods. The Attorneys may use third-party service providers to store or transmit this data. In using these data communication and storage methods, the Attorneys employ measures designed to maintain data security. The Attorneys will make reasonable efforts to keep such communications and data access secure in accordance with the Attorneys' obligations under applicable laws and professional standards. The Attorneys also require all the Attorneys' third-party vendors to do the same. However, the Client acknowledges that some information transmitted to the Attorneys will be public records, and the Client has no expectation that public records will be confidential. Client acknowledges that the Attorneys have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors, and the Client consents to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

**5. PRIVILEGE.** The Client acknowledges that this contract is intended to and does hereby assign, transfer, set over, and deliver unto the Attorneys as its fee for representation of the Client in this matter an interest in the claim(s), the proceeds, or any recovery therefrom under the terms and conditions aforesaid, in accordance with the provisions any state law that applies to this contract.

**6. MODIFICATION.** It contains the entire and complete understanding between the parties and can only be modified by a written amendment signed by all parties.

**7. TERMINATION OF REPRESENTATION.** The Client acknowledges that the Client has the right to terminate the representation upon written notice to that effect. The Client acknowledges that Client will be responsible for any contingent attorneys' fees or costs incurred prior to the discharge or termination, based on all the facts and circumstances, including the risk taken by the Attorneys in accepting Client's legal representation on a contingency fee basis. The Client agrees to cooperate with Attorneys and to comply with all reasonable requests of Attorneys. The Client warrants and represents to the Attorneys that all information the Client has provided to, or will in the future provide to, the Attorneys regarding the Client's Claim is true and correct to the best of the Client's knowledge, information, and belief. The Attorneys have the right to withdraw from this representation after giving reasonable notice. If the Attorneys resign, are discharged, or are disqualified or otherwise cease to

serve as the Client's legal counsel prior to a settlement or final judgment, then the withdrawing, discharged, or disqualified Attorneys shall receive as compensation for services a reasonable contingency fee based on all the facts and circumstances of its representation. At the conclusion of this matter, the Attorneys will retain the Client's legal files for a period of five (5) years after the Attorneys close their files. At the expiration of the five-year period, the Attorneys may destroy these files unless the Client notifies the Attorneys in writing that the Client wishes to take possession of the files. The Attorneys reserve the right to charge administrative fees and costs associated with retrieving, copying, and delivering such files.

**8. ENTIRE AGREEMENT.** The undersigned representative of Client has read this agreement, a copy of which Client has received, in its entirety, and Client agrees to and understands the terms and conditions set forth herein. Client acknowledges that there are no other terms or oral agreements existing between the Attorneys and Client. This agreement may not be amended or modified in any way without the prior written consent of the Attorneys and the Client.

**9. AUTHORITY.** Client acknowledges having been advised to and given the full opportunity to obtain independent representation in the making of this agreement and voluntarily entering into this agreement after such opportunity. The Client representative signing below represents that the Client enters into this agreement with proper authorization and approval under state and local law, and that the Client representative is specifically authorized to execute this agreement.

**EFFECT OF SIGNING**

Client understands that this is a binding legal document. Client further understands that this Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

| | |
|---|---|
| _____ | _____ |
| **Date** | **Carla L. Sikes, Pueblo City Attorney for the City of Pueblo** |
| _____ | _____ |
| **Date** | **MICHAEL STAG, LLC FOR STAG LIUZZA, L.L.C.** |

Docusign Envelope ID: 4AE3B991-C06E-4E74-9C00-99DF5DA5370C

City Clerk's Office Item # M12

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: April 13, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $327,750.75 TO BAHA CONSTRUCTION, INC., FOR PROJECT NO. 26-011, PEDESTRIAN IMPROVEMENTS - MONUMENT AVENUE, SETTING FORTH $150,726.25 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

## SUMMARY:

Attached is a Resolution awarding a Construction Contract to Baha Construction, Inc., for Project No. 26-011 - Pedestrian Improvements - Monument Avenue (SRTS).

## PREVIOUS COUNCIL ACTION:

Ordinance 10641, dated January 22, 2024, established project PL2401 - Pueblo SRTS Walk and Roll Safely, approved an IGA with CDOT, and budgeted and appropriated funds in the amount of $482,977.00

## BACKGROUND:

In general, this project will consist of the construction of sidewalks; installation of high visibility crosswalks and bike lane markings; and installation of ADA curb ramps. The Resolution awards the Construction Contract to Baha Construction, Inc.

## FINANCIAL IMPLICATIONS:

Funding (including contingencies) in the amount of $478,477.00 will be paid from Account Project No. PL2401 Pueblo SRTS Walk and Roll Safely.

## BOARD/COMMISSION RECOMMENDATION:

None.

Docusign Envelope ID: 4AE3B991-C06E-4E74-9C00-99DF5DA5370C

**STAKEHOLDER PROCESS:**

None.

**ALTERNATIVES:**

Denial of this resolution will cancel the project.

**RECOMMENDATION:**

Approval of the Resolution.

**ATTACHMENTS:**

1. 26-011 Bid Summary

Docusign Envelope ID: 4AE3B991-C06E-4E74-9C00-99DF5DA5370C

RESOLUTION NO. 16302

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $327,750.75 TO BAHA CONSTRUCTION, INC., FOR PROJECT NO. 26-011, PEDESTRIAN IMPROVEMENTS - MONUMENT AVENUE, SETTING FORTH $150,726.25 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, bids for Project No. 26-011, Pedestrian Improvements - Monument Avenue (SRTS) have been received and examined; and,

WHEREAS, the proposal of Baha Construction, Inc., was the lowest of those bids determined to be responsive, and the Committee of Awards recommends to the City Council that it authorizes Project No. 26-011, Pedestrian Improvements - Monument Avenue (SRTS) to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 26-011, Pedestrian Improvements - Monument Avenue (SRTS), to be performed, and the contract for said project is hereby awarded to Baha Construction, Inc., in the amount of $327,750.75.

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…….$150,726.25

SECTION 4.

Funds for Project No. 26-011 (including contingencies and additional work), in the amount of $478,477.00 shall be from Account Project No. PL2401, Pueblo SRTS Walk and Roll Safely.

SECTION 5.

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

Docusign Envelope ID: 4AE3B991-C06E-4E74-9C00-99DF5DA5370C

SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: April 13, 2026

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

ATTESTED BY: DocuSigned by: Clyde Bishop
4D71E7B7311474...
CITY CLERK

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

# EVALUATION TABULATION

## IFB No. 26-011 PL2401, CDOT SAR M086-100 (25950)

## Pedestrian Improvements - Monument Avenue (SRTS)

RESPONSE DEADLINE: March 11, 2026 at 10:30 am

Report Generated: Wednesday, March 11, 2026

### VENDOR TOTALS

| Vendor | Total |
|---|---|
| Baha Construction, Inc. | $327,750.75 |
| Cedar Ridge Landscape, Inc | $349,042.00 |

## BASE BID

| BASE BID | | | | | Baha Construction, Inc. | | | Cedar Ridge Landscape, Inc | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Selected | Line Item | Description | Quantity | Unit of Measure | Unit Cost | Total | CDOT Item Number | Unit Cost | Total | CDOT Item Number |
| X | 1 | REMOVAL OF SIDEWALK | 346 | SY | $52.20 | $18,061.20 | 202-00200 | $27.00 | $9,342.00 | 202-00200 |
| X | 2 | REMOVAL OF CURB AND GUTTER | 419 | LF | $65.25 | $27,339.75 | 202-00203 | $10.00 | $4,190.00 | 202-00203 |
| X | 3 | REMOVAL OF CONCRETE PAVEMENT | 10 | SY | $65.25 | $652.50 | 202-00210 | $27.00 | $270.00 | 202-00210 |
| X | 4 | REMOVAL OF ASPHALT MAT | 169 | SY | $14.50 | $2,450.50 | 202-00220 | $27.00 | $4,563.00 | 202-00220 |
| X | 5 | AGGREGATE BAG | 112 | LF | $44.95 | $5,034.40 | 208-00035 | $10.00 | $1,120.00 | 208-00035 |
| X | 6 | CONCRETE WASHOUT STRUCTURE | 1 | EACH | $2,175.00 | $2,175.00 | 208-00045 | $1,800.00 | $1,800.00 | 208-00045 |
| X | 7 | STORM DRAIN INLET PROTECTION (TYPE I) | 21 | LF | $21.75 | $456.75 | 208-00051 | $14.00 | $294.00 | 208-00051 |
| X | 8 | EROSION CONTROL SUPERVISOR | 40 | HOURS | $65.25 | $2,610.00 | 208-00205 | $40.00 | $1,600.00 | 208-00205 |
| X | 9 | RESET GROUND SIGN | 5 | EACH | $290.00 | $1,450.00 | 210-00810 | $195.00 | $975.00 | 210-00810 |
| X | 10 | RESET FENCE | 42 | LF | $58.00 | $2,436.00 | 210-01000 | $30.00 | $1,260.00 | 210-01000 |

| BASE BID | | | | | Baha Construction, Inc. | | | Cedar Ridge Landscape, Inc | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Selected | Line Item | Description | Quantity | Unit of Measure | Unit Cost | Total | CDOT Item Number | Unit Cost | Total | CDOT Item Number |
| X | 11 | AGGREGATE BASE COURSE (CLASS 6) | 16 | TONS | $152.25 | $2,436.00 | 304-06000 | $70.00 | $1,120.00 | 304-06000 |
| X | 12 | HOT MIX ASPHALT (PATCHING) | 111 | SY | $152.25 | $16,899.75 | 403-00721 | $125.00 | $13,875.00 | 403-00721 |
| X | 13 | CONCRETE PAVEMENT (7-INCH REINFORCED) (ALLEY DRIVEWAY) | 49 | SY | $195.75 | $9,591.75 | 412-00700 | $135.00 | $6,615.00 | 412-00700 |
| X | 14 | PEDESTRIAN RAILING (STEEL)(SPECIAL) | 28 | LF | $145.00 | $4,060.00 | 514-00201 | $150.00 | $4,200.00 | 514-00201 |
| X | 15 | CONCRETE SIDEWALK (4-INCH) | 327 | SY | $195.75 | $64,010.25 | 608-00000 | $97.00 | $31,719.00 | 608-00000 |
| X | 16 | CONCRETE SIDEWALK (6-INCH) | 124 | SY | $195.75 | $24,273.00 | 608-00006 | $108.00 | $13,392.00 | 608-00006 |
| X | 17 | DETECTABLE WARNING (24"x24") | 72 | SF | $17.40 | $1,252.80 | 608-00015 | $59.75 | $4,302.00 | 608-00015 |
| X | 18 | DETECTABLE WARNING (24"x30") | 180 | SF | $21.75 | $3,915.00 | 608-00015 | $59.75 | $10,755.00 | 608-00015 |

| BASE BID | | | | | Baha Construction, Inc. | | | Cedar Ridge Landscape, Inc | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Selected | Line Item | Description | Quantity | Unit of Measure | Unit Cost | Total | CDOT Item Number | Unit Cost | Total | CDOT Item Number |
| X | 19 | 6 INCH CURB HEAD (CITY OF PUEBLO STANDARD) | 595 | LF | $55.10 | $32,784.50 | 609-20000 | $20.00 | $11,900.00 | 609-20000 |
| X | 20 | CURB AND GUTTER (CITY OF PUEBLO STANDARD CURB AND GUTTER) | 419 | LF | $60.90 | $25,517.10 | 609-20010 | $40.00 | $16,760.00 | 609-20010 |
| X | 21 | CURB AND GUTTER (CITY OF PUEBLO TYPE II CURB AND GUTTER) | 68 | LF | $36.25 | $2,465.00 | 609-20010 | $40.00 | $2,720.00 | 609-20010 |
| X | 22 | DELINEATOR (SPECIAL) | 172 | EACH | $50.75 | $8,729.00 | 612-00010 | $240.00 | $41,280.00 | 612-00010 |
| X | 23 | SIGN PANEL (CLASS I) | 91 | SF | $36.25 | $3,298.75 | 614-00011 | $50.00 | $4,550.00 | 614-00011 |
| X | 24 | STEEL SIGNPOST (2X2 INCH TUBING) | 384 | LF | $29.00 | $11,136.00 | 614-00216 | $55.00 | $21,120.00 | 614-00216 |
| X | 25 | CONSTRUCTION SURVEYING | 1 | LS | $7,250.00 | $7,250.00 | 625-00000 | $12,000.00 | $12,000.00 | 625-00000 |
| X | 26 | MOBILIZATION | 1 | LS | $0.00 | $0.00 | 626-00000 | $31,700.00 | $31,700.00 | 626-00000 |

| BASE BID | | | | | Baha Construction, Inc. | | | Cedar Ridge Landscape, Inc | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Selected | Line Item | Description | Quantity | Unit of Measure | Unit Cost | Total | CDOT Item Number | Unit Cost | Total | CDOT Item Number |
| X | 27 | MODIFIED EPOXY PAVEMENT MARKING (INLAID 4" WHITE) | 17 | GAL | $159.50 | $2,711.50 | 627-00009 | $750.00 | $12,750.00 | 627-00009 |
| X | 28 | MODIFIED EPOXY PAVEMENT MARKING (INLAID 12" GREEN) | 10 | GAL | $159.50 | $1,595.00 | 627-00009 | $750.00 | $7,500.00 | 627-00009 |
| X | 29 | THERMOPLASTIC PAVEMENT MARKINGS (BIKE LANE SYMBOL) | 175 | SF | $21.75 | $3,806.25 | 627-30205 | $30.00 | $5,250.00 | 627-30205 |
| X | 30 | THERMOPLASTIC MARKING (X-WALK) | 1640 | SF | $17.40 | $28,536.00 | 627-30210 | $30.00 | $49,200.00 | 627-30210 |
| X | 31 | THERMOPLASTIC MARKING (STOP LINE) | 64 | SF | $21.75 | $1,392.00 | 627-30210 | $30.00 | $1,920.00 | 627-30210 |
| X | 32 | TRAFFIC CONTROL | 1 | LS | $9,425.00 | $9,425.00 | 630-00012 | $19,000.00 | $19,000.00 | 630-00012 |
| Total | | | | | | $327,750.75 | | | $349,042.00 | |

Docusign Envelope ID: 4AE3B991-C06E-4E74-9C00-99DF5DA5370C

**City Clerk's Office Item # M13**

**Background Paper for Proposed Resolution**

**COUNCIL MEETING DATE:** April 13, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Benjamin Valdez, Director of Transit

SUBJECT: THE RESOLUTION AUTHORIZES THE MAYOR TO MAKE, EXECUTE AND DELIVER IN THE NAME OF THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, FEDERAL FISCAL YEAR 2026 CERTIFICATIONS AND ASSURANCES FOR FEDERAL TRANSIT ADMINISTRATION (FTA) ASSISTANCE PROGRAMS AND TO BIND THE CITY OF PUEBLO'S COMPLIANCE THEREWITH

## SUMMARY:

The Resolution authorizes the Mayor to make, execute and deliver in the name of the City of Pueblo, A Colorado Municipal Corporation, Federal Fiscal Year 2026 Certifications and Assurances for Federal Transit Administration (FTA) Assistance Programs and to bind the City of Pueblo's compliance therewith

## PREVIOUS COUNCIL ACTION:

Federal Transit Administration (FTA) Certifications and Assurances are approved by City Council on an annual basis.

## BACKGROUND:

FTA's comprehensive compilation of the Federal Fiscal Year 2026 Certifications and Assurances must be approved and binding on the City for all Federal assistance programs FTA administers during Federal Fiscal year 2026, as required by 49 U.S.C. 5323(n).

## FINANCIAL IMPLICATIONS:

Failure to approve this Resolution will result in FTA's withholding of an estimated allocation of $3,100,000 for Transit Operating funds for calendar year 2026.

Docusign Envelope ID: 4AE3B991-C06E-4E74-9C00-99DF5DA5370C

**BOARD/COMMISSION RECOMMENDATION:**

Pueblo Transit Board of Directors approve this Resolution.

**STAKEHOLDER PROCESS:**

None.

**ALTERNATIVES:**

None.

**RECOMMENDATION:**

Approval of the Resolution.

**ATTACHMENTS:**

1. 2026 Certifications and Assurances

Docusign Envelope ID: 4AE3B991-C06E-4E74-9C00-99DF5DA5370C

RESOLUTION NO. 16303

THE RESOLUTION AUTHORIZES THE MAYOR TO MAKE, EXECUTE AND DELIVER IN THE NAME OF THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, FEDERAL FISCAL YEAR 2026 CERTIFICATIONS AND ASSURANCES FOR FEDERAL TRANSIT ADMINISTRATION (FTA) ASSISTANCE PROGRAMS AND TO BIND THE CITY OF PUEBLO'S COMPLIANCE THEREWITH

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council of Pueblo approves, and the Mayor is authorized to make, execute, and deliver in the name of the City of Pueblo, A Colorado Municipal Corporation, Federal Fiscal Year 2026 Certifications and Assurances for Federal Transit Administration (FTA) Assistance Programs, which are attached hereto, and to bind the City of Pueblo's compliance therewith

SECTION 2.

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

SECTION 3.

This Resolution shall become effective immediately upon final passage and approval

INTRODUCED: April 13, 2026

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff B7A4E51823AB402...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by: Clyde Bishop 4D71E7B73111474...
CITY CLERK

**FEDERAL FISCAL YEAR 2026 CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE PROGRAMS**

(Signature pages alternate to providing Certifications and Assurances in TrAMS.)

Name of Applicant:_____

The Applicant certifies to the applicable provisions of all categories: (check here) _____.

Or,

The Applicant certifies to the applicable provisions of the categories it has selected:

| **Category** | **Certification** |
|---|---|
| 01 Certifications and Assurances Required of Every Applicant | |
| 02 Public Transportation Agency Safety Plans | |
| 03 Tax Liability and Felony Convictions | |
| 04 Private Sector Protections | |
| 05 Transit Asset Management Plan | |
| 06 Rolling Stock Buy America Reviews and Bus Testing | |
| 07 Urbanized Area Formula Grants Program | |
| 08 Formula Grants for Rural Areas | |
| 09 Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program | |
| 10 Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs | |
| 11 Enhanced Mobility of Seniors and Individuals with Disabilities Programs | |
| 12 State of Good Repair Grants | |
| 13 Infrastructure Finance Programs | |
| 14 Alcohol and Controlled Substances Testing | |
| 15 Rail Safety Training and Oversight | |
| 16 Demand Responsive Service | |
| 17 Interest and Financing Costs | |

18 Cybersecurity Certification for Rail Rolling Stock and

Operations

19 Tribal Transit Programs

20 Emergency Relief Program

**CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE**

**AFFIRMATION OF APPLICANT**

Name of the Applicant:

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these

Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations,

and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as

indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal

Transit Administration (FTA) in the federal fiscal year, irrespective of whether the individual that acted on his or

her Applicant's behalf continues to represent it.

The Certifications and Assurances the Applicant selects apply to each Award for which it now seeks, or may

seek in the future, of federal assistance to be awarded by FTA during the federal fiscal year.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the

statements submitted with this document and any other submission made to FTA, and acknowledges that the

Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq., and implementing U.S. DOT regulations,

"Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to

FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in

connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and

any other statements made by me on behalf of the Applicant are true and accurate.

Signature Date:

Certifications and Assurances Fiscal Year 2026

**Name** **Authorized Representative of Applicant**

**AFFIRMATION OF APPLICANT'S ATTORNEY**

For (Name of Applicant):

As the undersigned Attorney for the above-named Applicant, I hereby affirm the Applicant has the authority under

state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as

indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been

legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that

might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA

assisted Award.

**Signature** **Date:**

**Name** **Attorney for Applicant**

Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant's Attorney

pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the

Attorney's signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy

Affirmation, signed by the attorney and dated this federal fiscal year

**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** April 13, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Beritt Odom, Director Planning and Community Development

SUBJECT: AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE 502 AND 504 CHERRY LANE FROM B-3, HIGHWAY AND ARTERIAL ZONE DISTRICT TO R-3, ONE- AND TWO-FAMILY RESIDENTIAL ZONE DISTRICT

## SUMMARY:

The applicant is requesting to rezone .22-acres from B-3, Highway and Arterial Zone District to an R-3, One- and Two-Family Residential Zone District to facilitate the construction of a residential duplex.

## PREVIOUS COUNCIL ACTION:

None.

## BACKGROUND:

The application is requesting to rezone the undeveloped .22-acre lot from a Highway and Arterial Business (B-3) Zone District to One- and Two-Family Residential (R-3) Zone District to facilitate development of a duplex. The subject property is located on the southeast corner of Thatcher Ave and Cherry Ln near the Goodnight Elementary School and Park. It is an undeveloped 0.22-acre lot which will gain access from Cherry Lane.

The proposed site plan meets the R-3 Zone District Requirements and shows the duplex taking access from Cherry Lane. The surrounding neighborhood consists of a mixture of commercial and single-family residential development. The 2022 Regional Comprehensive Plan designates the subject property and surrounding area as a Suburban Neighborhood. The Suburban Neighborhood is characterized by single-family detached and attached homes, accessory dwelling units, townhomes, and duplexes supported by complimentary uses such as neighborhood-scale goods and services, parks, schools, and community gardens. The R-3 Zone District allows for the low- and medium-density residential development called for by the Regional Plan in the

Suburban Neighborhood.

**FINANCIAL IMPLICATIONS:**

There are no financial implications for the City.

**BOARD/COMMISSION RECOMMENDATION:**

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

**STAKEHOLDER PROCESS:**

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

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

**ALTERNATIVES:**

If City Council does not approve this Ordinance the property will not be re-zoned to allow a residential duplex use.

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-25-27 Attachments

ORDINANCE NO.

AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE 502 AND 504 CHERRY LANE FROM B-3, HIGHWAY AND ARTERIAL ZONE DISTRICT TO R-3, ONE- AND TWO-FAMILY RESIDENTIAL 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-3, Highway and Arterial Business District to R-3, One- and Two-Family Residential Zone District:

LOT 1 BLK 1 PARKVIEW SUB LESS NLY 19 FT SOLD COUNTY

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 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.

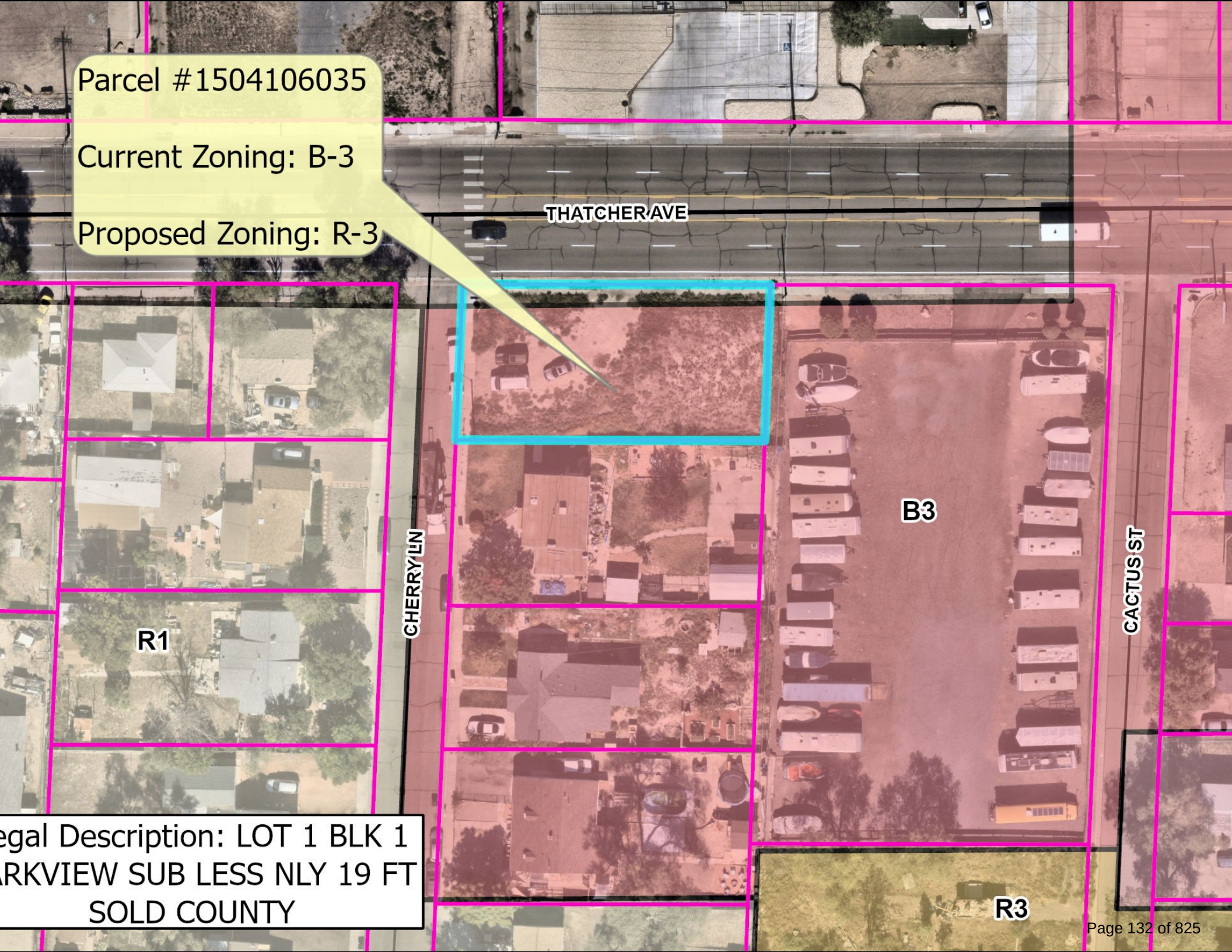
☐ Ordinance re-adopted on a vote of _____, on _____

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

_____
President of City Council

ATTEST

_____
City Clerk


Parcel #1504106035
Current Zoning: B-3
Proposed Zoning: R-3
THATCHER AVE
CHERRY LN
CACTUS ST
R1
B3
R3
egal Description: LOT 1 BLK 1
RKVIEW SUB LESS NLY 19 FT
SOLD COUNTY

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

The meeting was called to order at 3:35 pm. with Vice Chairman Patrick Avalos presiding. Mike Castellucci arrived at 3:38 and led the meeting.

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

**Commissioners Absent:** N/A

**Staff Members Present*:*** Laura Portis, Assistant City Attorney; Beritt Odom, Director of Planning and Community Development; Riane Ledford, Planner; and Cindy Capritta, Land Use Technician.

**Staff Members Absent**: N/A

**Approval of the Agenda:** Bailey moved to approve the agenda, seconded by Salazar.

**Motion Passed:** 7-0.

**Public Meeting:** N/A

**Public Hearing:**

**Z-25-27 Rezone:** A rezoning of 0.22 acres at the southeast corner of Thatcher Ave and Cherry Ln from Highway and Arterial Business (B-3) to a One-and Two-Family Residential (R-3) Zone District. Staff Report by Hannah Prinzi, Planner.

**Hearing:** Applicant Francis Blackford was sworn in and spoke in support of the application. No one appeared in opposition.

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

**Motion Passed**: 7-0

Mike Castellucci
*Chair*

Patrick Avalos
*Vice Chair*

Brett Boston
*City Council Representative*

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

James Salazar



# Z-25-27

March 11, 2026

| | |
|---|---|
| **TO:** | City of Pueblo Planning and Zoning Commission |
| **FROM:** | Hannah Prinzi, Planner |
| **THROUGH:** | Beritt Odom, Director of Planning and Community Development |
| **SUBJECT:** | Rezone from Highway and Arterial Business (B-3) to One- and Two-Family Residential (R-3) Zone District |
| **APPLICANT:** | Francis Blackford |
| **PROPERTY OWNER:** | Douglas Veltri |
| **LOCATION:** | Parcel #1504106035 |
| **CONCURRENT REQUESTS:** | N/A |

**REQUEST:** Rezone Parcel #1504106035 from a Highway and Arterial Business (B-3) Zone District to One- and Two-Family Residential (R-3) Zone District to facilitate development of a duplex.

## BACKGROUND AND ANALYSIS:

The application is requesting to rezone the subject property from a Highway and Arterial Business (B-3) Zone District to One- and Two-Family Residential (R-3) Zone District to facilitate development of a duplex. The subject property is located on the southeast corner of Thatcher Ave and Cherry Ln near the Goodnight Elementary School and Park. It is a 0.22-acre lot and sits undeveloped.

The subject property is currently within a Highway and Arterial Business (B-3) Zone District. The B-3 District is intended for areas along highways and arterial streets for location of business and services. 78 land uses are allowed by-right in B-3, including an ambulance service, bar, car wash, gas station, library, office, religious institution, restaurant, school, theater, and truck stop. An additional 33 land uses are allowed by-review through the Zoning Board of Appeals, and 33 uses are allowed conditionally through an administrative review. Most uses are commercial in character, and there are limited opportunities to allow residential uses. A duplex is not permitted in the B-3 District.

Should the subject property be rezoned to a One- and Two-Family Residential (R-3) Zone District, the applicant could build a duplex on the site. The R-3 Zone District is intended to provide areas specifically for low- and medium-density housing. Only 8 land uses are allowed by-right and include the following: an accessory community garden, established accessory dwelling unit, disabled home, one-family manufactured residence, one-family residence, two-family residence (duplex), accessory dwelling unit, and townhomes. There are 19 land uses allowed by-review and consist of neighborhood-scale commercial activity, places of assembly, supportive housing, parks, and multi-family residences. The subject property meets the minimum lot width and size set by the R-3 Zone District.

The 2022 Regional Comprehensive Plan designates the subject property and surrounding area as a Suburban Neighborhood. The Suburban Neighborhood is characterized by single-family detached and attached homes, accessory dwelling units, townhomes, and duplexes supported by complimentary uses such as neighborhood-scale goods and services, parks, schools, and community gardens. The R-3 Zone District allows for the low- and medium-density residential development called for by the Regional Plan in the Suburban Neighborhood.

The applicant has provided a tentative site plan showing the proposed duplex at the subject property. As proposed, the duplex takes access from Cherry Ln and includes two attached garages – one for each dwelling unit. The site plan provides the required yard area in the front, side, and rear portions of the lot. Should the rezoning be approved, the applicant will need to obtain a building permit from the Building Department. At that time, staff will review the site for parking, driveway width, setbacks, architectural design, and building height to ensure it complies with City standards.

## SITE CHARACTER AND COMPATIBILITY

**Site Character:** The subject property is a corner lot located at intersection of Cherry Ln and Thatcher Ave. It sits undeveloped.

**Neighborhood Compatibility:**

North: County Zoning: storage, car detailing, restaurant, and single-family residences

East: Highway and Arterial Business (B-3) Zone District: boat and RV storage, auto repair shop,

South: Highway and Arterial Business (B-3) Zone District: single-family residences

Single-Family Residential (R-1) Zone District: single-family residences

West: Single-Family Residential (R-1) Zone District: single-family residences

**Comprehensive Plan Compliance:** The subject site is designated by the Pueblo Regional Comprehensive Plan, 2022, as Suburban Neighborhood. The Suburban Neighborhood classification calls for primary land uses of single-family detached homes and secondary land uses of single-family attached homes; accessory dwelling units; duplexes; townhomes; neighborhood-scale commercial, retail, and services; parks; schools; community gardens; public facilities; and other complementary uses.

## 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)(XX) OF THE PMC:**

**One- and Two-Family Zone District Standards:**
The standards of this district (R-3) are designed to retain and provide areas of higher density development characterized by single-family and two-family dwelling unit structures.

**Minimum Lot Width:** 50'
**Subject Property Lot Width:** 70'

**Minimum Lot Size:** 4,000 square feet
**Subject Property Lot Size:** 9,500 square feet

**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:**

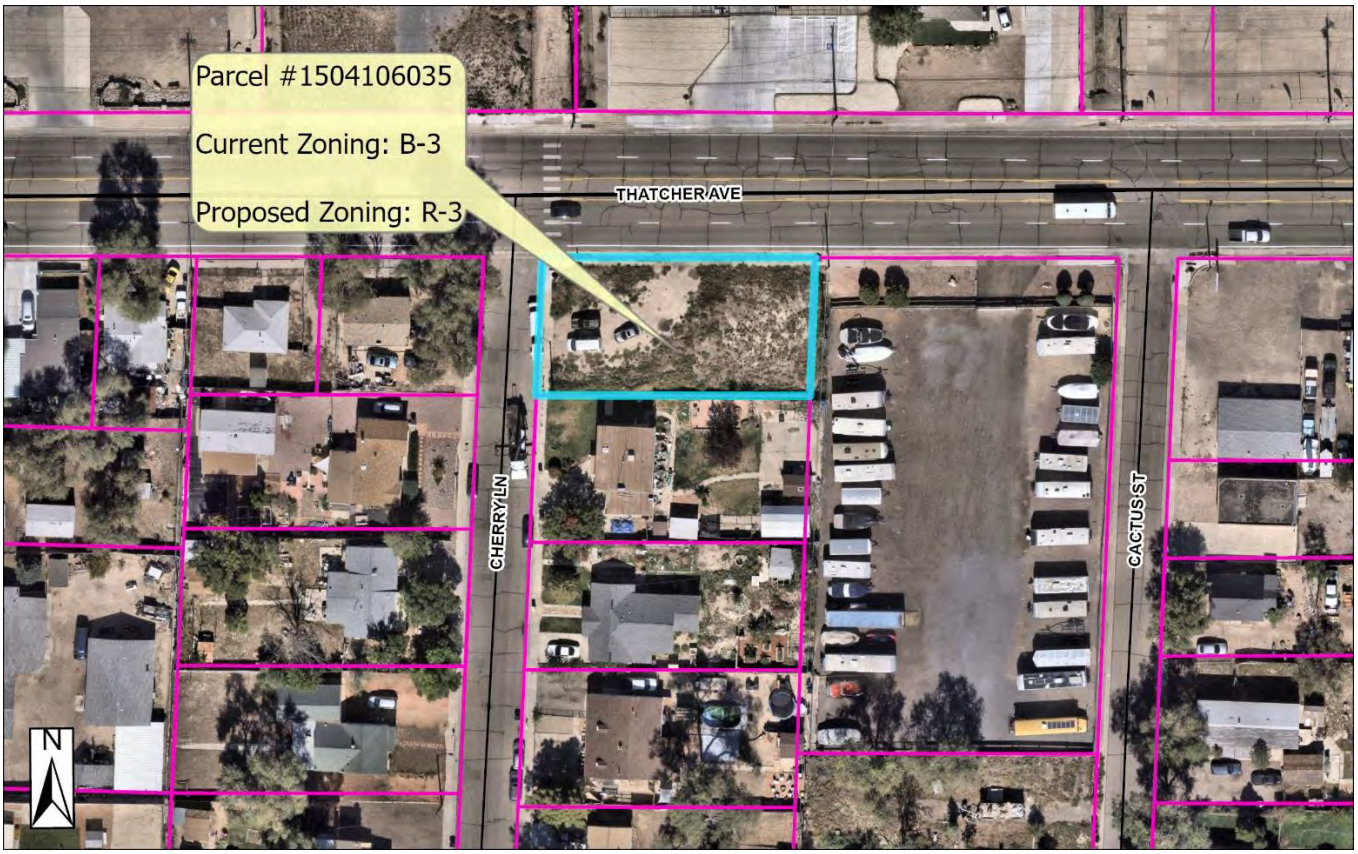
| | |
|---|---|
| • City Public Works | No comment |
| • City Transportation | No comment |
| • City Law Department | No comment |
| • Pueblo Regional Building Department | No comment |
| • City Fire Department | No comment |
| • City Wastewater | No comment |
| • City Stormwater | No comment |
| • City Parks and Recreation Department | No comment |
| • Xcel Energy | No comment |
| • Black Hills Energy | No comment |
| • CDOT | See attached Memo |

**ATTACHMENTS:**

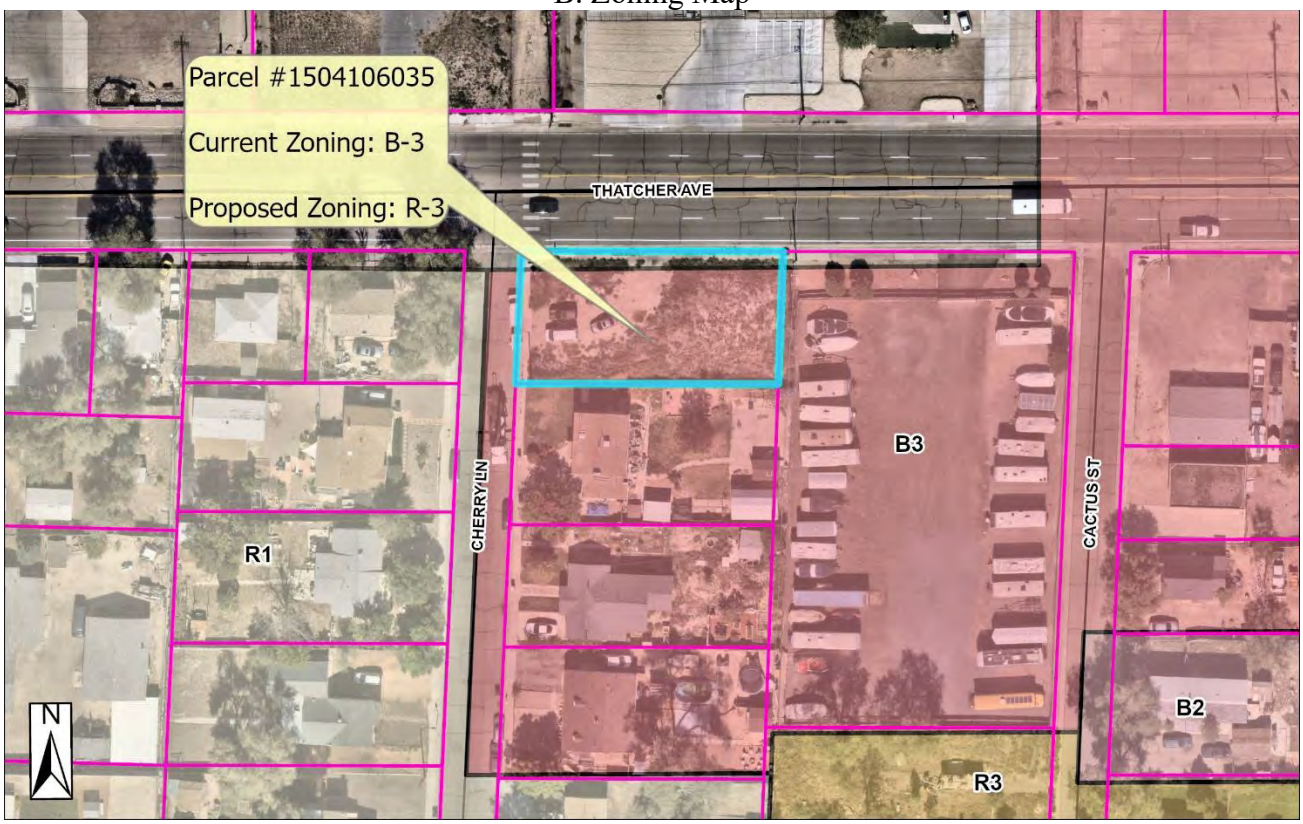
A. Aerial Map
B. Zoning Map
C. Comprehensive Plan Map
D. Public Notice Photo
E. Site Photos
F. Supporting Documents: Application, B-3 Info Sheet, CDOT Memo, Property Owner Affidavit, R-3 Info Sheet, Rezoning Exhibit, and Site Plan.

A. Aerial Map

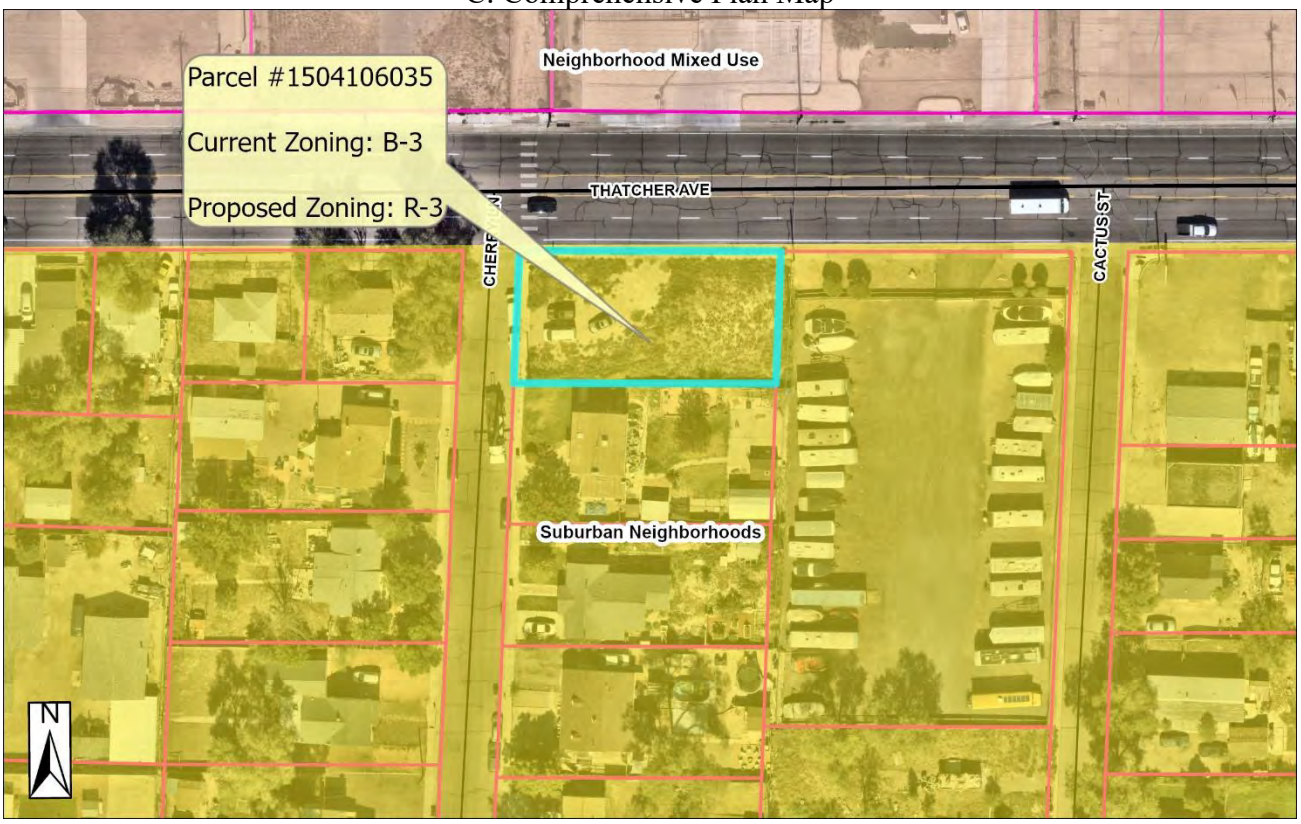

Parcel #1504106035
Current Zoning: B-3
Proposed Zoning: R-3
THATCHER AVE
CHERRY LN
N


Parcel #1504106035
Current Zoning: B-3
Proposed Zoning: R-3
THATCHER AVE
CHERRY LN
CACTUS ST
N

B. Zoning Map




C. Comprehensive Plan Map



D. Public Notice Photo




E. Site Photos




Thatcher
STOP


Cherry Ln
500



F. Supporting Documents: Application, Rezoning Exhibit, and Site Plan
To view the supporting documents, please see the following pages.

city of PUEBLO colorado
Planning & Community Development
211 East D Street | Pueblo, Colorado 81003 | Tel 719-553-2259 | Fax 719-553-2359 | TTY 719-553-2611 | www.pueblo.us

# Planning & Zoning Application

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

**Contact Info**

| **Property Owner** | | **Applicant** | |
|---|---|---|---|
| Name: Douglas Veltri | | Name: Francis Blackford | |
| Company | | Company: | |
| Address: 4535 Goodnight Ave | Zip: 81005 | Address: 5543 Maggiano PL. | Zip: 81005 |
| Phone: (719) 250-0503 | | Phone: (719) 369-7070 | |
| Email: douglas@veltricontracting llc.com | | Email: francisblackford@gmail.com | |
| **Engineer** | | **Surveyor** | |
| Name: | | Name: | |
| 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) Cherry Ln. & Thatcher Ave. 81005

Parcel No(s): 1504106035

Existing Zone: B-3 | Proposed Zone (if applicable): R-3

PUD Name (if applicable):

**Project Scope**

**Project Name:** Blackford Duplex

- ☐ 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: _____

(Continue Next Page)

(Continued from previous page)

**Project Information**

Provide a brief description of the proposed request:
B-3 to R-3 to allow development of a two-unit duplex. The proposed use is compatible with the surrounding area, complies with R-3 development standards, and provides appropriate residential infill with adequate on-site parking & utilities.

What is the total acreage included in the project? 0.22

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: Douglas S. Veltri

Signature: Douglas S. Veltri Date: 12/17/25

Applicant, if different from Property Owner

Print Name: Francis Blackford

Signature: Francis Blackford Date: 12/17/25

**Office Use Only**

**Zoning Compliance (Completed by City Staff)**

| Application checked for completeness by: | Date: | Fee Paid: |
|---|---|---|
| | | |

# Zone District: B-3 (Highway and Arterial Business District)

Purpose. The standards of this district (B-3) are intended to provide areas along highways and arterial streets for location of business and services.

Setbacks: Front: 25' Side: 15'* Rear: 15'*

* Does not apply on the portion of the parcel adjacent to another parcel also in a business or Industrial zone. It does apply when the portion of the parcel is adjacent to a residential or special zone (streets and alleys not considered.).

| | | |
|---|---|---|
| Coverage: | 50% | |
| Floor Area Ratio: | 1.5 | |
| Max. Height: | 50' | (See Section 17-4-6 for additional setbacks required for structures over 35' in height) |
| Minimum Lot Width: | 50' | |
| Minimum Lot Size: | 5,000 Square Feet | |

**Performance standards:** § 17-4-5(1).

**Outdoor Lighting** § 17-4-52 Outdoor Lighting Performance Standards.

**Off Street Parking** § 17-4-43 Off-street parking non-residential.

**Landscape:** Required. § 17-4-7

**Public Sidewalks:** § 17-4-44

**Permitted Uses** § 17-4-51(c)

**Uses by right.**

1. Accessory commissary
2. Accessory community garden
3. Accessory dwelling unit, established
4. Accessory heliport, emergency medical
5. Adult day service center
6. Ambulance service
7. Art gallery
8. Auditorium
9. Automobile dealership
10. Automobile rental
11. Bakery, retail
12. Banquet hall
13. Bar, tavern
14. Beauty salon or barbershop
15. Bed and breakfast home
16. Bed and breakfast inn
17. Blood bank or donor station
18. Body art studio
19. Bowling alley
20. Broadcasting studio
21. Butcher shop
22. Car wash
23. Catering service
24. Charitable institution
25. Child care center
26. Civic club
27. Community center
28. Contractor's shop
29. Dog care facility
30. Farmers market
31. Financial drive-up facility
32. Financial institution
33. Funeral home
34. Gas station
35. General service
36. Health club
37. Hospital
38. Hotel (Motel)
39. Instructional studio
40. Laundromat
41. Laundry service
42. Library
43. Massage establishment
44. Mortuary
45. Museum
46. Natural medicine, healing center
47. Office, general
48. Office, medical
49. Office, professional
50. Parking lot
51. Parking structure

**Reviewed 2-13-26**

**Uses by right.**

52. Pawnshop
53. Pet shop
54. Pharmacy
55. Photography studio
56. Precious metal purchaser
57. Print shop
58. Public utilities
59. Recreation facilities, indoor
60. Religious institution
61. Residence, established
62. Restaurant
63. Restaurant, carry-out
64. Retail sales, auto parts
65. Retail sales, big box
66. Retail sales, garden center
67. Retail sales, general
68. Retail sales, liquor store
69. Retail sales, tires
70. School, college or university
71. School, general
72. School, preschool
73. Temporary farmers market
74. Theater, general
75. Theater, multiplex
76. Truck stop
77. Urgent care facility
78. Wedding facility

**Uses by review.**

1. Automobile repair, body shop
2. Commercial, established
3. Commissary
4. Community correctional facility or program
5. Crematory
6. Flea market
7. Food and drink processing facility, minor
8. Food warehousing
9. Heliport, emergency medical
10. Homeless shelter
11. Hospice care facility
12. Kennel (cattery)
13. Laboratory
14. Microbrewery
15. Mobile home sales
16. Parks, trails and open space
17. Pawnshop, automobile
18. Payday loan agency
19. Recreation facilities, general
20. Residence, condominium
21. Residence, multifamily
22. Residence, watchman or caretaker
23. Shooting range
24. Storage facility, outdoor
25. Storage facility, self-storage
26. Student Housing
27. Temporary retail sales, intermittent
28. Tow service
29. Transit station
30. Truck sales and service
31. Warehousing uses
32. Wholesaling uses
33. Wind Turbine

**Conditional uses:**

1. Accessory antenna
2. Accessory commercial patio
3. Accessory drive-thru
4. Accessory emergency generator
5. Accessory medical marijuana home cultivation
6. Accessory medical marijuana optional cultivation
7. Accessory solar array
8. Artist studio
9. Automobile repair, lube shop
10. Automobile repair, paintless dent repair
11. Automobile repair, repair shop
12. Brewpub
13. Community garden
14. Development in floodplain
15. Home based business
16. Medical marijuana center (dispensary)
17. Medical marijuana testing facility
18. Mobile food unit
19. Recreational vehicle, sales and service
20. Rental shop, equipment
21. Rental shop, general
22. Repair shop, consumer items
23. Repair shop, durable goods
24. Retail marijuana testing facility
25. Retail sales, building materials
26. Retail sales, retail marijuana
27. School, trade
28. Temporary construction yard
29. Temporary mobile auto repair
30. Temporary outdoor sales, seasonal
31. Tower (Antenna)
32. Veterinary clinic
33. Woodworking

COLORADO
Department of Transportation
Region 2
Traffic & Safety – Access Permits

SH-096A /Z-25-27 Rezone Thatcher & Cherry Ln.
City of Pueblo

January 20, 2026

Hannah Prinzi,
Planning and Community Development
211 E D St
Pueblo, CO 81003

RE: Z-25-27 Rezone Thatcher & Cherry Ln.

Hannah,

I am in receipt of a referral request for comments for Z-25-27 Rezone Thatcher & Cherry Ln. Lot 1 Block 1 Parkview Sub, (Parcel # 1504106035). The submittals have been reviewed by CDOT. After review of all submitted documents, we have the following comments:

- A State Highway Access Permit will be required to document a change in use in terms of access operation. CDOT is requesting that with the rezone, access on State Highway 096A be closed.
- Access to the property will be gained from local roadway system via Cherry Ln.
- CDOT would like to review any drainage reports.

Please contact me at 719-924-2930 or kimberly.blanchard@state.co.us with any questions.

Sincerely,

Kimberly Blanchard

Kimberly Blanchard
CDOT R2 Access Management Trainee

xc: Andrew E Hayes, Director of Public Work, ahayes@pueblo.us
Douglas Veltri – douglas@veltricontractingllc.com
Francis Blackford – francisblackford@gmail.com
Lancaster / file

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

# Property Owner Affidavit

Please type or **print** clearly. Illegible applications will not be accepted.

| | | | |
|---|---|---|---|
| **Property Owner:** | | | |
| Name: Douglas Veltri | | Company: | |
| Address: 4535 Goodnight Ave | | | |
| City: Pueblo | | State: CO | Zip: 81005 |
| Phone: (719) 250-0503 | Email: douglas@veltricontractingllc.com | | |
| **Applicant:** | | | |
| Name: Francis Blackford | | Company: | |
| Phone: (719) 369-7070 | Email: francisblackford@gmail.com | | |
| | | | |
| Property Address: Parcel No: 1504106035 | | | |

I, Douglas S. Veltri, hereby state that I am the owner of record of the property located at 1504106035, Lot 1 BLK 1 Parkview Sub less NLY Pueblo, Colorado, and further acknowledge that by signing this affidavit I authorize the submission of an application for a Rezoning (application type) at said location.

Douglas S. Veltri 12/17/25

Signature of Property Owner Date

6-2020

# Zone District: R-3 (One and Two-Family Residential District)

Purpose. The standards of this district (R-3) are designed to retain and provide areas of higher density development characterized by single-family and two-family dwelling unit structures.

| | | | | | |
|---|---|---|---|---|---|
| Setbacks: | Front | 25’ | Side | 5’ | Rear 15’ |
| Coverage: | 50% | | | | |
| Max. Height | 35’ | | | | |
| Minimum Lot Width: | 50’ | | | | |
| Minimum Lot Size: | 4,000 Square Feet (*1) | | | | |

(*1) Three (3) to five (5) family dwelling unit structures shall have one thousand five hundred (1,500) square feet of lot area per dwelling unit.

(*1) Six (6) or more family dwelling unit structures shall have a minimum of eight thousand (8,000) square feet of lot area or one thousand (1,000) square feet per dwelling unit, whichever is greater, and shall provide at least twenty percent (20%) of the parcel in landscaped open space.

**Single Family Homes:** § 17-4-11 Single family home placement standards

**Off Street Parking** § 17-4-42 Off-street parking residential.

**Landscape:** Not required

**Outdoor Lighting** § 17-4-52 Outdoor Lighting Performance Standards.

**Public Sidewalks:** § 17-4-44

**Permitted Uses** § 17-4-51(c)

**Uses by right.**

1. Accessory community garden
2. Accessory dwelling unit, established
3. Home, Disabled
4. Manufactured home, one-family
5. Residence, accessory dwelling unit (ADU)
6. Residence, one-family
7. Residence, townhouse
8. Residence, two-family (duplex)

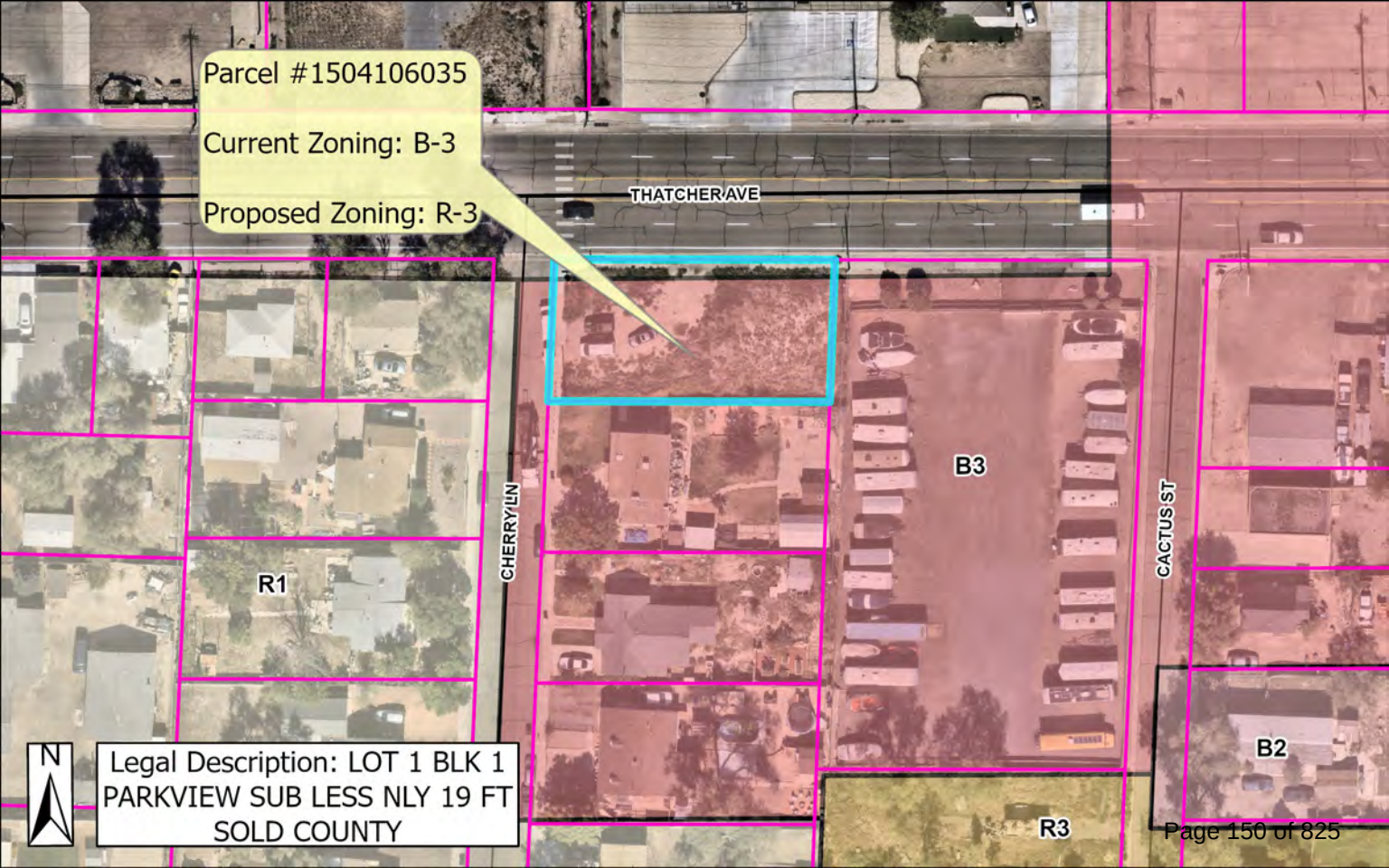
**Uses by review.**

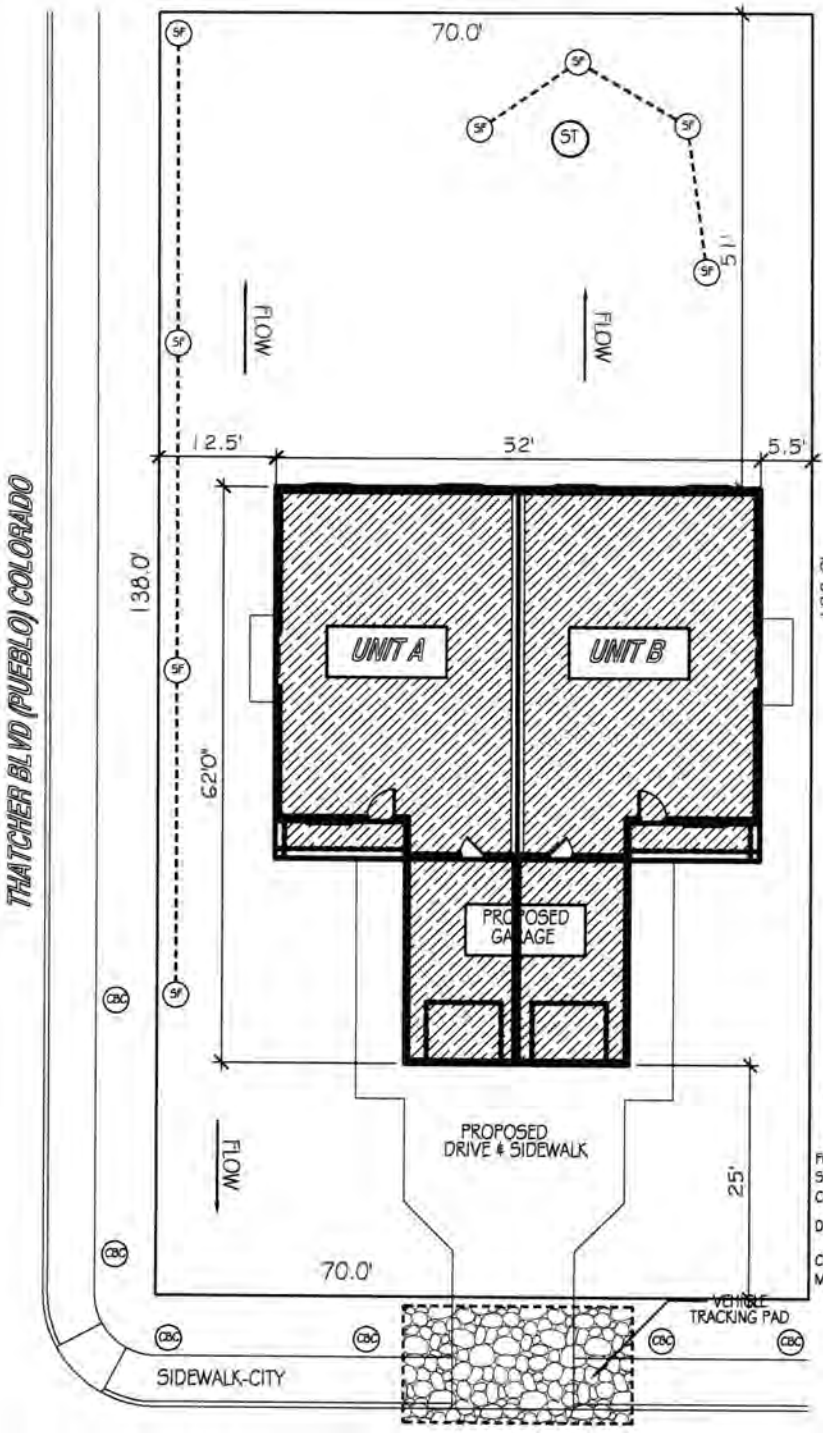
1. Accessory pigeon and dove keeping
2. Bed and breakfast home
3. Bed and breakfast inn
4. Charitable institution
5. Child care center
6. Commercial, established
7. Community center
8. Funeral home
9. Home, Children
10. Home, elderly
11. Home, elderly foster
12. Home, Foster
13. Parking lot
14. Parks, trails, and open space
15. Public utilities
16. Recreation facilities, indoor
17. Religious institution
18. Residence, multifamily
19. Wedding facility

**Conditional uses:**

1. Accessory medical marijuana home cultivation
2. Accessory solar array
3. Child care home
4. Community garden
5. Development in floodplain
6. Home based business
7. Legal non-conforming uses
8. Temporary construction yard
9. Temporary model home (sales office)

**Reviewed 2-13-26**


Parcel #1504106035
Current Zoning: B-3
Proposed Zoning: R-3
THATCHER AVE
CHERRY LN
CACTUS ST
R1
B3
B2
R3
N
Legal Description: LOT 1 BLK 1 PARKVIEW SUB LESS NLY 19 FT SOLD COUNTY




## IMPERVIOUS AREA CALCULATIONS

| | |
|---|---|
| BUILDING (INCLUDING ROOFTOP O.H.) | 2560.0' |
| PATIO | 0.0' |
| DELIVERY AREA/ DRIVEWAY | 500.0' |
| PARKING LOT | n/a |
| SIDEWALKS | 0.0' |
| TOTAL IMPERVIOUS AREA | 3060.0' |

SINGLE FAMILY RESIDENCE

| | | |
|---|---|---|
| TIER #1 | $2.65 | 0.0'-2000 FT. |
| TIER #2 | $4.63 | 2001.0'-4000 FT. |
| TIER #3 | $8.27 | 4001.0'-+ FT. |

ALL OTHERS:
MULTIPLY THE SQ. FEET OF TOTAL IMPERVIOUS AREA AREA BY $.00162

SQ. FTG. 3060.0' x $.00162 = $4.95 (charge per month)

NO CROSS LOT DRAINAGE PERMITTED. STORMWATER SHALL BE DIRECTED TO THE NEAREST PUBLIC RIGHT OF WAY (STREETS AND ALLEYS), DEDICATED DRAINAGE EASEMENTS, AND/OR CITY OF PUEBLO STORMWATER CONVEYANCE SYSTEM.

(ST) STOCK PILE

(WM) WASTE MANAGEMENT

(SF) SILT FENCE

(CBC) CUT BACK CURB

FLOW LOT SLOPE- DRAINAGE DIRECTION

VEHICLE TRACKING PAD AT ENTRANCE

STREET, CURB AND GUTTER WILL BE CLEANED AND MAINTAINED DAILY, WITH SEDIMENT TRAP AT FRONT OF PROPERTY CURBHEAD.

CBC (CUT BACK CURB)-SEDIMENT CONTROL AT BACK OF CURB.

CONCRETE AREA WASHOUT AT _____

FOR TEMPORARY STOCKPILES ON THE INTERIOR PORTION OF A CONSTRUCTION SITE WHERE OTHER DOWN GRADIENT CONTROLS, INCLUDING PERIMETER CONTROL, ARE IN PLACE, STOCKPILE PERIMETER CONTROLS MAY BE REQUIRED.

DOWNSTREAM PROTECTION, AND OFF SITE PERIMETER CONTROL ARE PROVIDED BY DEVELOPER.

CONCRETE SUPPLIERS AND INSTALLER WILL BE REMOVING ALL CONCRETE DEBRIS AND EXTRANEAUS MATERIAL DURING CONSTRUCTION, SO NO CONCRETE WASHOUT IS BEING PROVIDED.

N

1 / ONE

PLOT PLAN SCALE: 1" = 20'-0"

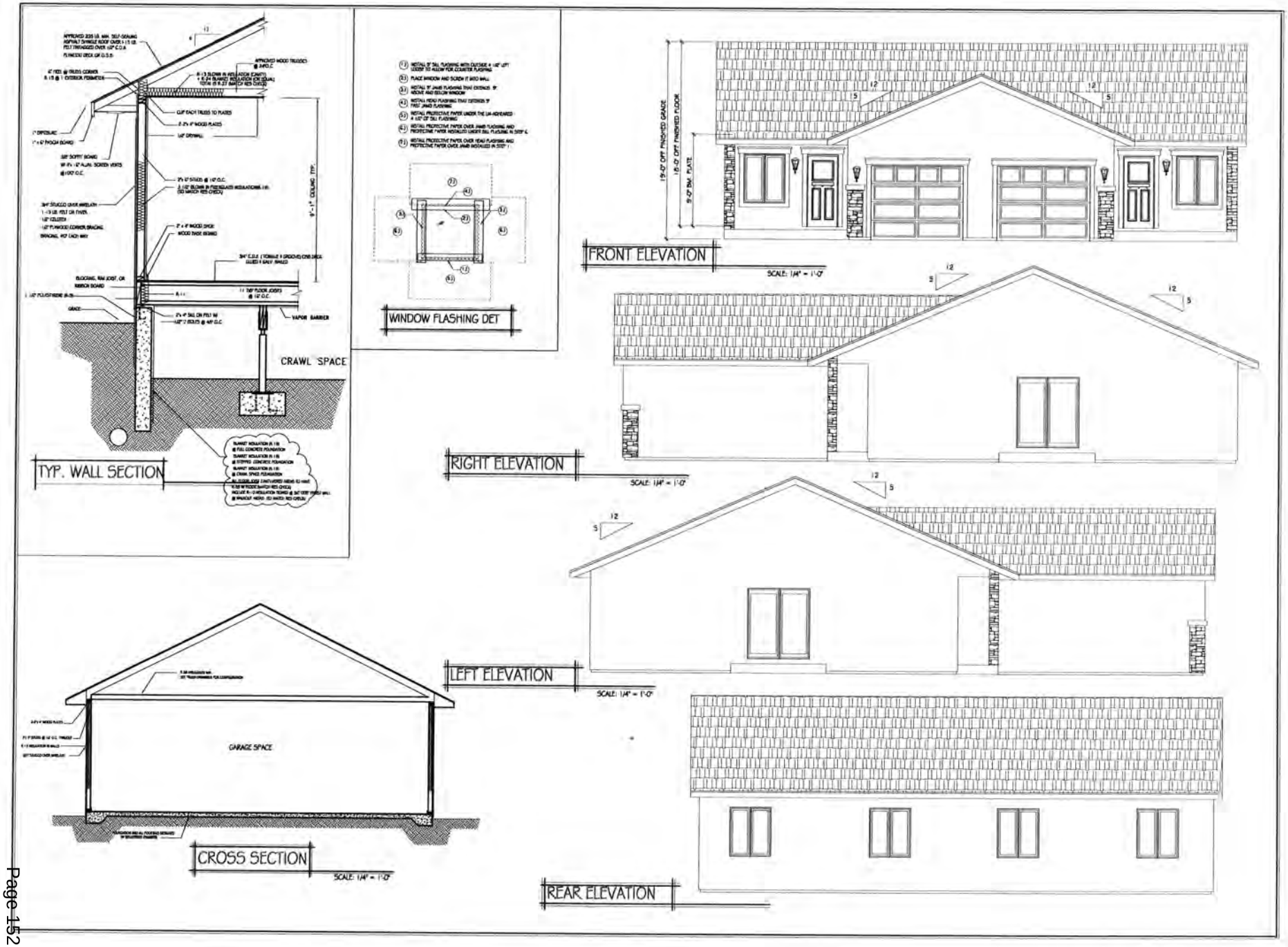
BUILDER/OWNER: THE BLACKFORD DUPLEX MODEL

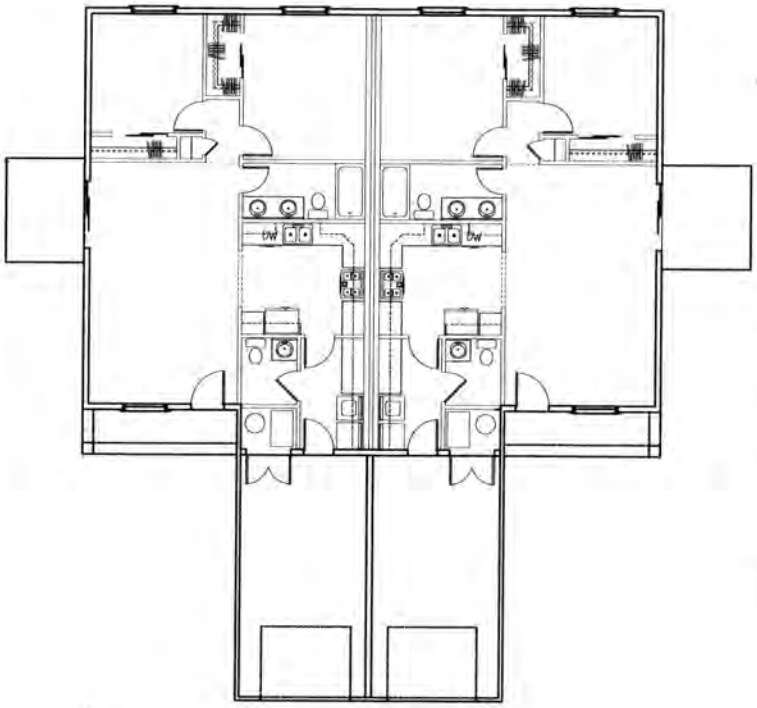
DATE: 12-2025

ADDRESS: *CHERRY LANE & THATCHER BLVD. (PUEBLO) COLORADO*

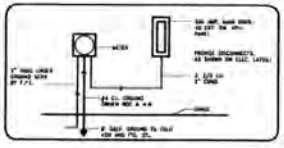
LEGAL DESCRIPTION: *LOT 1 BLOCK 1 PARKVIEW SUB LESS NLY 19 FT SOLD COUNTY PARCEL SCHEDULE # 15-041-06-035*

ATT. DAVE WEIHRICH
702 POLK STREET
PUEBLO, COLORADO 81004
(719) 299-4784 fax
(719) 240-9468 cell
(719) 744-0544 office
EMAIL-dave@advanceddb.com
EMAIL-david.weihrich@yahoo.com

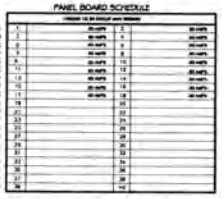

CRAWL SPACE
TYP. WALL SECTION
WINDOW FLASHING DET
FRONT ELEVATION
SCALE: 1/4" = 1'-0"
RIGHT ELEVATION
SCALE: 1/4" = 1'-0"
LEFT ELEVATION
SCALE: 1/4" = 1'-0"
REAR ELEVATION
GARAGE SPACE
CROSS SECTION
SCALE: 1/4" = 1'-0"

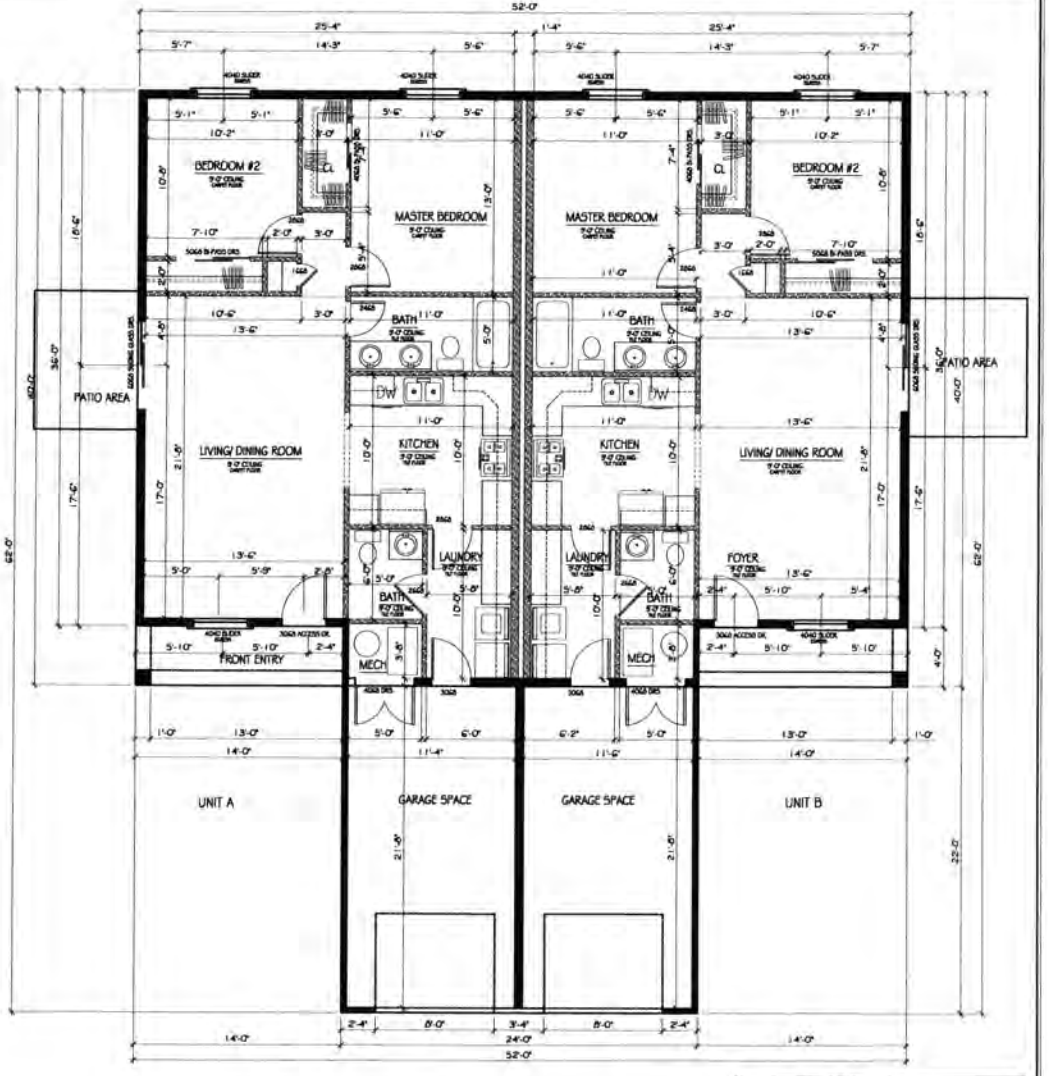


MAIN STORY ELECTRIC PLANS



PANEL BOARD SCHEDULE






MAIN STORY FLOOR PLANS

SCALE: 1/4" = 1'-0"

UNIT A

| SQUARE FOOTAGE CHART | |
|---|---|
| TOTAL LIVING AREA | 945.0 |
| GARAGE SPACE | 286.0 |
| FRONT ENTRY | 48.0 |
| REAR PATIO | SEE CONTRACTOR |
| TOTAL SQ. FTG. | 1279.0 |

UNIT B

| SQUARE FOOTAGE CHART | |
|---|---|
| TOTAL LIVING AREA | 945.0 |
| GARAGE SPACE | 286.0 |
| FRONT ENTRY | 48.0 |
| REAR PATIO | SEE CONTRACTOR |
| TOTAL SQ. FTG. | 1279.0 |

GENERAL NOTES

February 20, 2026

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

**Z-25-27 Rezone:** A rezoning of 0.22 acres at the southeast corner of Thatcher Ave and Cherry Ln from Highway and Arterial Business (B-3) to a One- and Two-Family Residential (R-3) Zone District.

The Planning and Zoning Commission meeting will be held on **March 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

February 20, 2026

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

**Z-25-27 Rezone:** A rezoning of 0.22 acres at the southeast corner of Thatcher Ave and Cherry Ln from Highway and Arterial Business (B-3) to a One- and Two-Family Residential (R-3) Zone District.

The Planning and Zoning Commission meeting will be held on **March 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

February 20, 2026

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

**Z-25-27 Rezone:** A rezoning of 0.22 acres at the southeast corner of Thatcher Ave and Cherry Ln from Highway and Arterial Business (B-3) to a One- and Two-Family Residential (R-3) Zone District.

The Planning and Zoning Commission meeting will be held on **March 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

February 20, 2026

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

**Z-25-27 Rezone:** A rezoning of 0.22 acres at the southeast corner of Thatcher Ave and Cherry Ln from Highway and Arterial Business (B-3) to a One- and Two-Family Residential (R-3) Zone District.

The Planning and Zoning Commission meeting will be held on **March 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

CASE NUMBER Z-25-27

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 Parcel 1504106035 CHERRY AND THATCHER SE CORNER 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.

February 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 Zoning Map Amendment of the property located at Parcel 1504106035 CHERRY AND THATCHER SE CORNER, upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

February 2026
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Capuchin

| Owner | OwnerStree | OwnerCity | Own | OwnerZip |
|---|---|---|---|---|
| REALMAD HOLDINGS AND INVESTMENTS | 13866 VANCE LN | MANTOWISH W | WI | 54545-6360 |
| DE MARCO MICHAEL | 189 COLUMBINE RD | WOODLAND PA | CO | 80863-8121 |
| DELAO JOSEPH/DELAO TRUDY | 2 DESTINO PL | PUEBLO | CO | 81005-2908 |
| KING SHAWN F/KING DIANA L | 244 S BAILEY DR | PUEBLO WEST | CO | 81007-1624 |
| VELTRI DOUGLAS | 4535 GOODNIGHT AVE | PUEBLO | CO | 81005 |
| VINCENT ELAINE M | 4605 THATCHER AVE | PUEBLO | CO | 81005-1040 |
| LUCERO MARYANN L | 4612 THATCHER AVE | PUEBLO | CO | 81005-1041 |
| THATCHER AVENUE STORAGE LLC | 4625 THATCHER AVE | PUEBLO | CO | 81005-1040 |
| LUSERO JACK C | 4700 THATCHER AVE | PUEBLO | CO | 81005-1022 |
| SANTARELLI JUDY J/CULLEN PHILLIP E | 4801 THATCHER AVE | PUEBLO | CO | 81005-1023 |
| QUINTANA BERNARDO | 501 CHERRY LN | PUEBLO | CO | 81005-1429 |
| ZOOROB RONZA | 5039 PRAIRIE GRASS LN | COLORADO SPR | CO | 80922-2217 |
| SHIELDS RODNEY/SHIELDS MARLENE I | 506 CHERRY LN | PUEBLO | CO | 81005-1430 |
| SMITH WILLIAM G | 506 CACTUS ST | PUEBLO | CO | 81005-1426 |
| SALSBURY ORMAGENE | 508 WINDY WAY | PUEBLO | CO | 81005-1422 |
| BEASCHOCHEA ARGELIA | 513 CHERRY LN | PUEBLO | CO | 81005-1429 |
| 4417 THATCHER AVE LLC | 516 ARDATH LN | PUEBLO | CO | 81005-1402 |
| SWARTZ ROY | 518 CHERRY LN | PUEBLO | CO | 81005-1430 |
| SOLEM KEVIN | 519 CHERRY LN | PUEBLO | CO | 81005-1429 |
| MEDINA RAYMOND A/MEDINA JEAN K | 520 MELBOURNE ST | PUEBLO | CO | 81005-1448 |
| CAFFEY SANDRA A | 522 MELBOURNE ST | PUEBLO | CO | 81005-1448 |
| HOLDERMAN FRANKIE T/HOLDERMAN EL | 524 CACTUS ST | PUEBLO | CO | 81005-1426 |
| SPEIER TIMOTHY WESLEY | 530 CHERRY LN | PUEBLO | CO | 81005-1430 |
| LIEBNOW RANDAL A | 531 CHERRY LN | PUEBLO | CO | 81005-1429 |
| VICTOR JOSE / ROJAS ROSARIO | 531 S PRAIRIE AVE | PUEBLO | CO | 81005-1723 |
| GRADISAR NICHOLAS/GRADISAR ANTHOI | 5606 BELLAGIO WAY | PUEBLO | CO | 81005-5568 |
| HALL JOHN/HALL JANELLE LIVING TRUST | 64 LOYOLA LN | PUEBLO | CO | 81005-1655 |
| LEWIS GARY A | 810 SAN ANGELO AVE | PUEBLO | CO | 81005-1548 |
| MARKOFF ALENE/HUBER CLIFFORD L P | 816 S SWEETWATER DR | PUEBLO WEST | CO | 81007-7020 |
| RIVERA LIVING TRUST | 999 W CAMINO PABLO DR | PUEBLO WEST | CO | 81007-3153 |
| WEATHERS JOSEPH | PO BOX 54 | BUENA VISTA | NM | 87712 |

**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** April 13, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

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

SUBJECT: AN ORDINANCE ADOPTING THE ATTACHED RECOMMENDATIONS FROM THE COMMUNITY SERVICES ADVISORY COMMISSION (CSAC), APPROVING THE ATTACHED COMMUNITY SERVICES FUNDING AGREEMENT, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

## SUMMARY:

Attached is an ordinance that accepts 30 of the 33 funding recommendations made by the Community Services Advisory Commission, approves the attached Community Services Funding Agreement, and authorizes the Mayor to execute the agreements.

The Board of County Commissioners has adopted all recommendations.

## PREVIOUS COUNCIL ACTION:

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).

City Council will vote on final approval of an updated Intergovernmental Agreement between the City of Pueblo and Pueblo County on April 13, 2026.

On November 24, 2025, City Council budgeted and appropriated $550,000 for payments to nonprofits.

## BACKGROUND:

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). The intent of CSAC was to have a dually appointed body make recommendations on grant recommendations for community nonprofits, removing Board of County Commissioners and City Councilors from reviewing applications and making individual funding recommendations.

For the 2026 Fiscal Year, the CSAC received $2,353,697 in funding requests from 39 agencies.

The CSAC recommends funding 33 agencies for a total of $955,000.

This ordinance only contains recommendations of 30 or the 33 agencies, in the amount of $860,598, as outlined in the attached 2026 CSAC Funding Recommendations, Partial List

**FINANCIAL IMPLICATIONS:**

During the 2026 budget process, City Council approved $550,000 for this initiative Pueblo County approved $490,000.

**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 Council could choose not to approve these funding recommendations and choose to return the proportionate amount of City funds to the general fund.

**RECOMMENDATION:**

Approval of the Ordinance.

**ATTACHMENTS:**

1. 2026 CSAC Recommendations, Partial List
2. CSAC Master Agreement Final

ORDINANCE NO.

AN ORDINANCE ADOPTING THE ATTACHED RECOMMENDATIONS FROM THE COMMUNITY SERVICES ADVISORY COMMISSION (CSAC), APPROVING THE ATTACHED COMMUNITY SERVICES FUNDING AGREEMENT, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, both the City and County provide significant funding to local non-profit community service organizations serving the needs of local residents; and

WHEREAS, City Council budgeted and appropriated $550,000 on November 24, 2025; and

WHEREAS, City Council agrees with the funding recommendations set forth in this ordinance; 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 Mayor is hereby authorized to execute CSAC Subrecipient Agreements to effectuate the 2025 Recommendations of the Community Services Advisory Commission (for Fiscal Year 2026) 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 2.

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

SECTION 3.

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 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

| AGENCY | 2026 FUNDING REQUEST | 2026 FUNDING RECOMMENDATION |
|---|---|---|
| Bessemer Historical Society - Steelworks Center of the West | $ 79,000.00 | $ 9,112.00 |
| Bits of Freedom | $ 15,000.00 | $ 5,335.00 |
| Boys & Girls Clubs of Pueblo County | $ 250,000.00 | $ 80,357.00 |
| Catholic Charities | $ 100,000.00 | $ 54,625.00 |
| Center for Disabilites - Center Toward Self Reliance | $ 8,000.00 | $ 5,877.00 |
| Crossroads Turning Points | $ 35,000.00 | $ 16,680.00 |
| East Side Child Care | $ 60,000.00 | $ 45,969.00 |
| First Tee - Southern Colorado | $ 10,000.00 | $ 3,935.00 |
| Humane Society of the Pikes Peak Region | $ 10,000.00 | $ - |
| Juniper Southern Colorado | $ 31,255.00 | $ 31,000.00 |
| Latino Chamber of Commerce | $ 34,000.00 | $ - |
| Mariposa Center for Safety ( fka YWCA) | $ 200,000.00 | $ 94,750.00 |
| Mt. Carmel Veterans Service Center | $ 30,000.00 | $ 13,714.00 |
| Nature & Wildlife Discovery Center | $ 50,000.00 | $ - |
| Posada | $ 200,000.00 | $ 99,879.00 |
| Pueblo Arts Alliance | $ 85,000.00 | $ 12,500.00 |
| Pueblo Child Advocacy Center | $ 60,000.00 | $ 42,344.00 |
| Pueblo Community Soup Kitchen | $ 47,367.00 | $ 47,367.00 |
| Pueblo Cooperative Care Center | $ 60,000.00 | $ 40,564.00 |
| Pueblo County Historical Society | $ 29,073.00 | $ 9,112.00 |
| Pueblo Diversified Industries | $ 49,990.00 | $ 21,080.00 |
| Pueblo Downtown Association | $ 23,500.00 | $ - |
| Pueblo Food Project | $ 58,800.00 | $ - |
| Pueblo Hispanic Education Foundation | $ 20,000.00 | $ 8,978.00 |
| Pueblo Municipal Band | $ 20,000.00 | $ 7,835.00 |
| Pueblo Railway Museum | $ 20,973.00 | $ 7,544.00 |
| Pueblo Zoo | $ 15,000.00 | $ 11,002.00 |
| Ronald McDonald House | $ 50,000.00 | $ 11,938.00 |
| Sangre de Cristo Arts and Conference Center | $ 30,000.00 | $ - |
| Sangre de Cristo Volunteers for Community | $ 10,000.00 | $ 10,000.00 |
| SEL Tutoring | $ 13,739.00 | $ 13,739.00 |
| Servicios de la Raza - Behavioral Healthcare Services & Workforce Development | $ 50,000.00 | $ 45,315.00 |
| Southside Children's Center | $ 100,000.00 | $ 56,156.00 |
| Spark the Change Colorado | $ 18,000.00 | $ 8,626.00 |
| SRDA | $ 85,000.00 | $ 37,295.00 |
| The Arc of Pueblo | $ 10,000.00 | $ 7,970.00 |
| **TOTAL** | **$ 1,968,697.00** | **$ 860,598.00** |

Note: Total Requests in this attachment do not match the total requests in the background paper because three organizations have been removed for individual consideration at the request of Council.

**CITY OF PUEBLO / COUNTY OF PUEBLO**
**COMMUNITY SERVICES FUNDING AGREEMENT**

THIS AGREEMENT is entered into **this_ day of _____** and is effective on **January 1, 2026 ("Effective Date")** by and between the City of Pueblo, a Municipal Corporation (hereinafter referred to as the "City") and the County of Pueblo (hereinafter referred to as the "County") (the City and County may be collectively referred to herein as "Local Government"), and

**Organization Name**

**Address**

**Pueblo, CO 8100**

(hereinafter referred to as the "Contractor").

## WITNESSETH

WHEREAS, Contractor has filed an application with Local Government wherein Contractor has requested funds for the purpose of conducting the program and furnishing the services described in its application, which is incorporated herein as if set out herein in full; and

WHEREAS, Contractor's proposed program and services are to be performed within the corporate limits of City or the geographical boundaries of County or both; and

WHEREAS, if Contractor's proposed program and services are to be performed within the City, such program and services further a municipal and public purpose; and

WHEREAS, Contractor desires the Local Government to make funds available to Contractor (herein "Local Government Funds") for the purpose of conducting the program and furnishing the services described in Contractor's application and request, which program and services to be conducted and furnished by Contractor are respectively herein called "Program" and "Scope of Services"; and

WHEREAS, Contractor has agreed as a condition of receiving Local Government Funds to conduct its Program and perform its Scope of Services in full accordance with and subject to the terms and provisions of this Agreement;

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements herein contained, Local Government and Contractor agree as follows:

1. Contractor shall furnish, in a form satisfactory to the City of Pueblo Department of

Housing and Citizen Services ("Department of Housing and Citizen Services" or "Department"), which is administering this Agreement on behalf of the Local Government, the following documents which may be attached hereto and are incorporated herein, whether attached or not, as if set out in full:

(a) A description of Contractor's Program, as approved by the Department, for which Local Government Funds have been requested.

(b) A description of the Scope of Services to be furnished and provided by Contractor with Local Government Funds.

(c) A budget showing Contractor's proposed expenditures of Local Government Funds (hereinafter the "Budget").

(d) A Total Agency Budget

**(e)** **A** Total Program Budget

(f) A certification that Contractor does not knowingly employ or contract with illegal aliens

2. Contractor shall continuously, during the term of this Agreement, conduct and operate its Program and furnish and perform its Scope of Services in conformity and compliance with its Budget, Program, Scope of Services and this Agreement. The term of this Agreement shall be from **January 1, 2026 to December 31, 2026** unless sooner terminated as herein provided. Contractor shall seek approval from the Department for minor modifications to the Program, Budget, or Scope of Services. Such modifications include changes that keep the overall scope and spirit of the Program intact and reasonable and appropriate reallocations among line items in the Budget that in no case reduce or increase any one item by more than ten percent. The Department's representative is authorized to approve such modifications, but for all other changes, Section 5 of this Agreement shall control.

3. If Contractor is not in default hereunder, Local Government will, subject to and contingent upon Local Government Funds being lawfully budgeted and appropriated for such purpose by City, or County or by both City and County, depending on the source or sources of the Local Government Funds, pay to Contractor in four (4) quarterly Installments. during the term of this Agreement, the maximum amount of

**$XXXXX**

(a) Payment shall be issued within 30 days from the posted due date of Contractor's quarterly reports, providing Contractor's quarterly reports are in compliance with this Agreement. If Contractor's quarterly reports are not in compliance with this Agreement, payment shall be issued 30 days from the date the quarterly reports comply with this Agreement.

(b) All payments will be mailed.

(c) The total funds awarded are for all the programs approved by the Department, and Contractor shall appropriate funds as described in the program budget for each

program.

4. This Agreement is made subject to and incorporates herein, as if set out in full, the Charter and Ordinances of the City of Pueblo, and the Resolutions and Ordinances of the County of Pueblo, and all applicable Federal and State Laws and regulations. and Contractor agrees to abide by and comply with same. Contractor acknowledges and agrees that Local Government Funds shall not be used for lobbying for the purpose of influencing pending or proposed legislation, nor to influence quasi-judicial decision making by the elective bodies of City or County. Contractor further acknowledges and agrees that no person shall, on the grounds of race, color, national origin, handicap, religion, sexual orientation, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any of Contractor's programs or activities receiving Local Government financial assistance hereunder. Contractor shall include the wording "funded in part by the City of Pueblo and County of Pueblo" on all promotional, advertising, invitations, and other printing or media material for Contractor's Programs and services for which Local Government Funds are made available under this Agreement.

5. If Contractor desires to reduce, terminate, or materially modify its Program, Scope of Services, or Budget (all as same relate to and involve Local Government Funds made available to Contractor by the Local Government under this Agreement), Contractor shall, before implementing any such change, immediately notify the Department in writing of its intention to make such reduction, termination, or modification. The Contractor shall submit, in writing, proposed modifications to the Scope of Services and supporting Budget Information explaining the proposed changes. If approved or denied, Local Government Funds to be paid to Contractor hereunder shall be correspondingly reduced, terminated, or modified. Contractor's failure to so notify the Department shall cause this Agreement, without any further action on the part of the Local Government, to be immediately terminated, and all future installment payments of Local Government Funds to Contractor shall cease.

6. (a) The Contractor shall submit quarterly reports, consisting of Project Reports and Financial Reports. to grantreports@pueblo.us, Marijuana Tax & Revenue Specialist of Pueblo County Office of Budget and Finance for monitoring purposes, no later than the following dates:

| | | |
|---|---|---|
| 1. | First Quarter: | April 30, 2026 |
| 2. | Second Quarter: | July 31, 2026 |
| 3. | Third Quarter: | October 31, 2026 |
| 4. | Fourth Quarter: | January 31, 2027 |

Said reports shall be prepared in accordance with the format provided by or approved by the Department. Said reports shall detail all efforts of Contractor to fulfill the Scope of Services and report expenditures under the Budget

approved by the Local Government. Quarterly Reports expected to be used for 2026 will be furnished to the Contractor upon the return of this executed contract.

(b) A Contractor shall permit representatives of the City of Pueblo Department of Housing and Citizen Services, City of Pueblo Finance and Pueblo County Office of Budget and Finance access to and the right to examine and monitor Contractor's Community Services Advisory Commission approved Programs, facilities, books, records, accounts, personnel, and other sources of information, access to which would not violate State or Federal laws or regulations, as may be relevant to determine whether the Contractor is complying with this Agreement and has spent, or obligated, Local Government Funds in accordance with its approved Budget for its Program and Scope of Services. Such examination shall be done during normal business hours, and after reasonable notice to Contractor's governing board, describing the scope of, and reason for, the examination.

(c) If Contractor receives $25,000.00 or more of Local Government Funds under this Agreement, Contractor shall cause to be performed an independent audit of the Local Government Funds received hereunder. Such audit shall be made in accordance with generally accepted auditing and public accounting standards and practices. Such audit shall contain certification by the auditor, or accountant, as to whether Contractor has expended all Local Government Funds in accordance with this Agreement.

(d) All Financial Reports and Project Reports shall be complete, accurate, and made in a form satisfactory to Local Government. Financial Reports shall be made in accordance with generally accepted accounting practices and shall contain a certification that Local Government Funds, if any, have been expended in accordance with applicable law and this Agreement.

7. The Department shall, at least quarterly, review this Agreement and all Financial, Project and other reports and Certificates submitted to it by Contractor for the purpose of determining whether Contractor is substantially complying with the provisions of this Agreement. If Contractor commits a material breach of, or fails to comply with any provision of this Agreement, the Department shall give written notice to Contractor specifying the breach or item of noncompliance and direct the Contractor to immediately correct such breach or noncompliance and give satisfactory assurance that substantial compliance will be met in the future. If such breach or noncompliance has not been promptly corrected and assurance given, the Mayor or Director of the Department may terminate this Agreement, or in the alternative, may suspend future installment payments of Local Government Funds to Contractor until a satisfactory showing is made by Contractor that Contractor is in substantial compliance with this Agreement, and Contractor has provided satisfactory assurances of future compliance. In the event of termination of the Agreement by the Mayor or the Director as herein provided, Local Government may refuse to consider any future application by Contractor for Local Government Funds.

8. Contractor shall, at all times, be deemed an independent contractor and neither Contractor, nor its officers, agents and employees shall at any time be deemed employees, officers, or agents of the City or County. Contractor shall be solely responsible for the acts of its officers, agents, and employees and payment of all withholding taxes, social security, unemployment compensation, workman's compensation, or other taxes, and shall hold the Local Government harmless and indemnify the Local Government from all claims for same.

9. Contractor shall furnish to the Department of Housing and Citizen Services an inventory of all land, fixtures, structures, equipment, and other capital assets purchased, in whole, or in part, with Local Government Funds provided under this Agreement (and under any prior Agreements with the City or County which have been administered by the Department), and should Contractor's Program, or this Agreement, be discontinued or terminated for any reason, or should the Contractor cease to conduct its business, or to perform its Scope of Services outlined herein, then, in the event of the occurrence of any such event, title to, and possession of, any land, fixtures, structures, equipment, and other capital assets purchased, or acquired in whole, or in part, with Local Government Funds shall immediately revert to, and vest In, either the City or County or both, based upon and to the extent of the source of the Local Government Funds. In furtherance of and to secure this covenant, Contractor shall execute any security agreements, financing statements, deeds, deeds of trust or other instruments reasonably required by the Local Government.

10. As to Local Government, Contractor agrees to assume the risk of all personal injuries, including death and bodily injury, to persons, and damage to, and destruction of, property, including loss of use thereof, caused by, or sustained, in whole, or in part, in connection with, or arising out of, the performance of this Agreement by Contractor. or by the conditions created thereby. Contractor further agrees to indemnify and save harmless the Local Government, and its officers, agents, and employees, from and against all claims, liabilities, judgments, penalties, costs, expenses, and attorney fees arising out of or resulting from such injuries to persons, or damages to property, or based upon, or arising out of, the performance or nonperformance of this agreement by Contractor, or acts or omissions of Contractor, its employees, officers, agents and contractors, or out of any violation by Contractor of any statute, ordinance, rule, or regulation.

11. ***PERA LIABILITY.*** The Contractor shall reimburse the City and/or County for the full amount of any employer contribution required to be paid by the City and/or County 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 and/or County under this Agreement. The Contractor shall fill out the questionnaire attached as Exhibit I and submit the completed form to the Department as part of the

signed Agreement.

12. 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 party who is not a party to this Agreement, 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.

13. This Agreement is expressly made subject to the limitations of the Colorado Constitution. Nothing herein shall constitute, nor deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the Local Government, 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 Local Government which may arise under this Agreement in any fiscal year after **2026,** in the event the budget or other means of appropriations for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure shall not constitute a default or breach of this Agreement, including any sub-agreement, attachment, schedule, or exhibit thereto, by the Local Government.

14. This Agreement may be terminated at any time without cause by the Local Government on 30 days prior written notice.

15. Termination of this Agreement shall not release or discharge the Contractor from any obligation incurred prior to the date of termination and the provisions of paragraphs 4, 6, 9, 10, and 13 hereof shall survive such termination.

16. Upon termination of this agreement, all Local Government Funds then in possession of Contractor which have not been spent or obligated in conformity with Contractor's Budget and this Agreement shall immediately be returned to the Local Government.

17. No addition, alteration, amendment, or modification of the terms of this Agreement, nor verbal understandings of the parties, their officers, agents or employees, shall be valid unless reduced to writing and executed by the parties hereto.

18. Contractor may not assign this Agreement in whole or in part without the prior written consent of the Local Government.

19. This Agreement supersedes all prior Agreements and understandings of the parties hereto relating to Local Government Funds to be paid Contractor by the Local Government during the calendar year **2025** and, upon execution of this Agreement by all the parties hereto, all such prior agreements and understandings shall tenninate except as otherwise provided therein.

20. Enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Local Government and the Contractor, and nothing contained in this Agreement shall give or allow any claim or right of action by any other or third person under this Agreement. It is the express intention of the Local Government and the Contractor that any person other than the City, County, or the Contractor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only. A waiver by any party to this Agreement of the breach of any tenn or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

21. Notice shall be deemed to have been duly given if mailed first class mail, postage prepaid to:

**LOCAL GOVERNMENT:**
c/o Melsisa Cook, Housing and Citizen Services Director City of Pueblo
1 City Hall Place, Pueblo, CO 81003

With a copy to: Heather Graham, Mayor
City of Pueblo
1 City Hall Place, Pueblo, CO 81003

Carla Sikes, City Attorney
503 N. Main Street, Suite 203, Pueblo, CO 81003

and to

Cynthia Mitchell, County Attorney
215 West 10th Street, Pueblo, CO 81003

CONTRACTOR - at its address stated on the first page hereof;

Or such other address as Contractor or City or County shall hereafter designate in writing delivered to the other party.

22. 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.

23. The person or persons signing below on behalf of Contractor represent and warrant that such person or persons has the requisite authority to execute this Agreement for and on behalf of Contractor and legally bind Contractor thereto.

IN WITNESS WHEREOF, the City, County and Contractor have caused this Agreement to be signed as of the Effective Date.

**LOCAL GOVERNMENT:**

**CITY OF PUEBLO, A MUNICIPAL CORPORATION**

By _____

Heather Graham, Mayor

Date: _____

**ATTEST:**

_____

City Clerk

Date: _____

**COUNTY OF PUEBLO**

By _____

Date: .....

_____

Director,
Pueblo County Office of Budget and Finance

Date: .....

**APPROVED AS TO FORM:**

_____

City Attorney

Date: _____

**CSAC Recipient:**

Print Name: _____

Print Title: _____

Authorized Signature: _____

**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.

Dated _____, 20_____.

Signature: _____

Name: _____

Title: _____

For purposes of responding to question (b) above, an “affiliated party” includes (1) any person who is the named beneficiary or co-beneficiary on the PERA account of the PERA Retiree; (2) any person who is a relative of the PERA Retiree by blood or adoption to and including parents, siblings, half-siblings, children, and grandchildren; (3) any person who is a relative of the PERA Retiree by marriage to and including spouse, spouse’s parents, stepparents, stepchildren, stepsiblings, and spouse’s siblings; and (4) any person or entity with whom the PERA Retiree has an agreement to share or otherwise profit from the performance of services for the City of Pueblo by the PERA Retiree other than the PERA Retiree’s regular salary or compensation.

**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** April 13, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

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

SUBJECT: AN ORDINANCE ADOPTING THE ATTACHED RECOMMENDATION FROM THE COMMUNITY SERVICES ADVISORY COMMISSION (CSAC) FOR COLORADO BLUESKY ENTERPRISES, INC., APPROVING THE ATTACHED COMMUNITY SERVICES FUNDING AGREEMENT, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

## SUMMARY:

Attached is an ordinance that accepts the funding recommendation made by the Community Services Advisory Commission for Colorado Bluesky Enterprises, Inc., approves the attached Community Services Funding Agreement, and authorizes the Mayor to execute the agreement.

The Board of County Commissioners has adopted this recommendation.

## PREVIOUS COUNCIL ACTION:

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).

City Council will vote on final approval of an updated Intergovernmental Agreement between the City of Pueblo and Pueblo County on April 13, 2026.

On November 24, 2025, City Council budgeted and appropriated $550,000 for payments to nonprofits.

## BACKGROUND:

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). The intent of CSAC was to have a dually appointed body make recommendations on grant recommendations for community nonprofits, removing Board of County Commissioners and City Councilors from reviewing applications and making individual funding

recommendations.

For the 2026 Fiscal Year, the CSAC received $2,353,697 in funding requests from 39 agencies.

The CSAC recommends funding 33 agencies for a total of $955,000.

This ordinance only contains the recommendation for Colorado Bluesky Enterprises, Inc., so this funding recommendation can be considered individually.

Colorado Bluesky Enterprises, Inc. requested $300,000 in funding and the CSAC recommended funding of $40,000.

**FINANCIAL IMPLICATIONS:**

During the 2026 budget process, City Council approved $550,000 for this initiative Pueblo County approved $490,000.

**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 Council could choose not to approve this funding recommendation and choose to return the proportionate amount of City funds to the general fund.

**RECOMMENDATION:**

Approval of the Ordinance.

**ATTACHMENTS:**

1. CSAC Scope of Service Outline Colorado Bluesky
2. CSAC Master Agreement Final

ORDINANCE NO.

AN ORDINANCE ADOPTING THE ATTACHED RECOMMENDATION FROM THE COMMUNITY SERVICES ADVISORY COMMISSION (CSAC) FOR COLORADO BLUESKY ENTERPRISES, INC., APPROVING THE ATTACHED COMMUNITY SERVICES FUNDING AGREEMENT, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, both City and County provide significant funding to local non-profit community service organizations serving the needs of local residents; and

WHEREAS, City Council budgeted and appropriated $550,000 on November 24, 2025; and

WHEREAS, City Council agrees with the funding recommendation set forth in this ordinance for Colorado Bluesky Enterprises, funding them $40,000 for the 2026 Fiscal Year; NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions set forth herein, the parties hereto do mutually agree as follows: NOW, THEREFORE,

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

SECTION 1.

The Mayor is hereby authorized to execute CSAC Subrecipient Agreements to effectuate the 2025 Recommendations of the Community Services Advisory Commission (for Fiscal Year 2026) 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 2.

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

SECTION 3.

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 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

# CSAC CALENDAR 2026 SCOPE OF SERVICES OUTLINE

Complete a Program/Project Scope of Service for **EACH** Program that you request/receive Partnership Funding, including Management and Admin. expenses.

Agency Name: Colorado Bluesky Enterprises, INC.

Total Award Requested: $300,000.00

Total Agency Budget: $5,838,342.67

| Program # | 100 | Program/Project Name | CBE Admin |
|---|---|---|---|
| Total Program Budget | $1,452,845 | % of Funding Requested to Support this Program | 21% |

Description of Scope of Services

Describe the services you will provide with Pueblo County/City of Pueblo Partnership Funds, Identify the Target Population (include appropriate demographic information such as age, ethnicity, gender, elderly, low-income, single parent, etc.) for which this program is intended, and the unmet needs of the community it will address

Please see attached Exhibit A

Performance Measures

State the program/project performance measures below in terms of outputs and outcomes.

| OUTPUTS | |
|---|---|
| Individuals Served/Proposed 2026 | 270 |
| Individuals Served/Proposed 2025 | 247 |
| Individuals Served Actual 2024 | 265 |
| Are the individuals Duplicated or Unduplicated? | No |

Unit Descriptions Related to the Program (i.e. meals, hours, trips, persons, visitors, etc)

Colorado Bluesky will utilize this funding to support the salaries of our administrative staff. These team members provide essential services across all of our program areas, including payroll, accounts payable and receivable, billing, maintenance, quality improvement, human resources, the HUD Mainstream 5 voucher program, and the representative payee program.

Units Projected to Provide: 20.5

Current Director, Program Manager and Finance Person: Name, Email Address and Phone Number.

Sandra Montee, Executive Director (719) 562-2442 sandramontee@coloradoblueskyenterprises.org,
Mariah Schofield, Finance Director (719) 562-2402 mariah@coloradoblueskyenterprises.org,
Katrina Appel, EI Director (719) 562-2561, kappel@coloradoblueskyenterprises.org
Sierra Munroe, BASS Director (719) 562-2520 smunroe@coloradoblueskyenterprises.org

# 2026 SCOPE OF SERVICES PAGE 2

| PROGRAM OUTCOMES |
| --- |
| Outcomes are the measurable impacts, benefits or changes for participants during or after your services. The changes in participants are expressed in terms of knowledge and skills, attitudes or behavior, status or condition, etc. |
| See attached Exhibit B |

## MEASUREMENT and EVALUATION

| Describe the tools used to determine and measure the effectiveness of services |
| --- |
| Key Performance Indicators: Program delivery - number of individuals served; Financial health - increased and/or diversified revenues & reduced deficits; Organizational capacity - staffing levels & retention; Governance & Leadership - Board engagement & strategic planning |
| How will you evaluate progress towards your goals? |
| We will compare our past performance, current baseline and future benchmarks of the key performance indicators. |
| What steps do you take to address goals that are not progressing as projected? |
| Monthly discussions with the director team to review key performance indicators with quarterly reporting on actual numbers to the board members and CSAC commissioners. Reflect on what is working, not working and why. Identify any challenges or barriers we experienced to meet the key performance indicators. |

## CSAC FUNDING

| Please explain what awarded CSAC funding would be used to fund for this program. |
| --- |
| Colorado Bluesky will utilize this funding to support the salaries of our administrative staff. These team members provide essential services across all of our program areas, including payroll, accounts payable and receivable, billing, maintenance, quality improvement, human resources, the HUD Mainstream 5 voucher program, and the representative payee program. |

**CITY OF PUEBLO / COUNTY OF PUEBLO**
**COMMUNITY SERVICES FUNDING AGREEMENT**

THIS AGREEMENT is entered into **this_ day of _____** and is effective on **January 1, 2026 ("Effective Date")** by and between the City of Pueblo, a Municipal Corporation (hereinafter referred to as the "City") and the County of Pueblo (hereinafter referred to as the "County") (the City and County may be collectively referred to herein as "Local Government"), and

**Organization Name**

**Address**

**Pueblo, CO 8100**

(hereinafter referred to as the "Contractor").

## WITNESSETH

WHEREAS, Contractor has filed an application with Local Government wherein Contractor has requested funds for the purpose of conducting the program and furnishing the services described in its application, which is incorporated herein as if set out herein in full; and

WHEREAS, Contractor's proposed program and services are to be performed within the corporate limits of City or the geographical boundaries of County or both; and

WHEREAS, if Contractor's proposed program and services are to be performed within the City, such program and services further a municipal and public purpose; and

WHEREAS, Contractor desires the Local Government to make funds available to Contractor (herein "Local Government Funds") for the purpose of conducting the program and furnishing the services described in Contractor's application and request, which program and services to be conducted and furnished by Contractor are respectively herein called "Program" and "Scope of Services"; and

WHEREAS, Contractor has agreed as a condition of receiving Local Government Funds to conduct its Program and perform its Scope of Services in full accordance with and subject to the terms and provisions of this Agreement;

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements herein contained, Local Government and Contractor agree as follows:

1. Contractor shall furnish, in a form satisfactory to the City of Pueblo Department of

Housing and Citizen Services ("Department of Housing and Citizen Services" or "Department"), which is administering this Agreement on behalf of the Local Government, the following documents which may be attached hereto and are incorporated herein, whether attached or not, as if set out in full:

(a) A description of Contractor's Program, as approved by the Department, for which Local Government Funds have been requested.

(b) A description of the Scope of Services to be furnished and provided by Contractor with Local Government Funds.

(c) A budget showing Contractor's proposed expenditures of Local Government Funds (hereinafter the "Budget").

(d) A Total Agency Budget

**(e)** **A** Total Program Budget

(f) A certification that Contractor does not knowingly employ or contract with illegal aliens

2. Contractor shall continuously, during the term of this Agreement, conduct and operate its Program and furnish and perform its Scope of Services in conformity and compliance with its Budget, Program, Scope of Services and this Agreement. The term of this Agreement shall be from **January 1, 2026 to December 31, 2026** unless sooner terminated as herein provided. Contractor shall seek approval from the Department for minor modifications to the Program, Budget, or Scope of Services. Such modifications include changes that keep the overall scope and spirit of the Program intact and reasonable and appropriate reallocations among line items in the Budget that in no case reduce or increase any one item by more than ten percent. The Department's representative is authorized to approve such modifications, but for all other changes, Section 5 of this Agreement shall control.

3. If Contractor is not in default hereunder, Local Government will, subject to and contingent upon Local Government Funds being lawfully budgeted and appropriated for such purpose by City, or County or by both City and County, depending on the source or sources of the Local Government Funds, pay to Contractor in four (4) quarterly Installments. during the term of this Agreement, the maximum amount of

**$XXXXX**

(a) Payment shall be issued within 30 days from the posted due date of Contractor's quarterly reports, providing Contractor's quarterly reports are in compliance with this Agreement. If Contractor's quarterly reports are not in compliance with this Agreement, payment shall be issued 30 days from the date the quarterly reports comply with this Agreement.

(b) All payments will be mailed.

(c) The total funds awarded are for all the programs approved by the Department, and Contractor shall appropriate funds as described in the program budget for each

program.

4. This Agreement is made subject to and incorporates herein, as if set out in full, the Charter and Ordinances of the City of Pueblo, and the Resolutions and Ordinances of the County of Pueblo, and all applicable Federal and State Laws and regulations. and Contractor agrees to abide by and comply with same. Contractor acknowledges and agrees that Local Government Funds shall not be used for lobbying for the purpose of influencing pending or proposed legislation, nor to influence quasi-judicial decision making by the elective bodies of City or County. Contractor further acknowledges and agrees that no person shall, on the grounds of race, color, national origin, handicap, religion, sexual orientation, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any of Contractor's programs or activities receiving Local Government financial assistance hereunder. Contractor shall include the wording "funded in part by the City of Pueblo and County of Pueblo" on all promotional, advertising, invitations, and other printing or media material for Contractor's Programs and services for which Local Government Funds are made available under this Agreement.

5. If Contractor desires to reduce, terminate, or materially modify its Program, Scope of Services, or Budget (all as same relate to and involve Local Government Funds made available to Contractor by the Local Government under this Agreement), Contractor shall, before implementing any such change, immediately notify the Department in writing of its intention to make such reduction, termination, or modification. The Contractor shall submit, in writing, proposed modifications to the Scope of Services and supporting Budget Information explaining the proposed changes. If approved or denied, Local Government Funds to be paid to Contractor hereunder shall be correspondingly reduced, terminated, or modified. Contractor's failure to so notify the Department shall cause this Agreement, without any further action on the part of the Local Government, to be immediately terminated, and all future installment payments of Local Government Funds to Contractor shall cease.

6. (a) The Contractor shall submit quarterly reports, consisting of Project Reports and Financial Reports. to grantreports@pueblo.us, Marijuana Tax & Revenue Specialist of Pueblo County Office of Budget and Finance for monitoring purposes, no later than the following dates:

| | | |
|---|---|---|
| 1. | First Quarter: | April 30, 2026 |
| 2. | Second Quarter: | July 31, 2026 |
| 3. | Third Quarter: | October 31, 2026 |
| 4. | Fourth Quarter: | January 31, 2027 |

Said reports shall be prepared in accordance with the format provided by or approved by the Department. Said reports shall detail all efforts of Contractor to fulfill the Scope of Services and report expenditures under the Budget

approved by the Local Government. Quarterly Reports expected to be used for 2026 will be furnished to the Contractor upon the return of this executed contract.

(b) A Contractor shall permit representatives of the City of Pueblo Department of Housing and Citizen Services, City of Pueblo Finance and Pueblo County Office of Budget and Finance access to and the right to examine and monitor Contractor's Community Services Advisory Commission approved Programs, facilities, books, records, accounts, personnel, and other sources of information, access to which would not violate State or Federal laws or regulations, as may be relevant to determine whether the Contractor is complying with this Agreement and has spent, or obligated, Local Government Funds in accordance with its approved Budget for its Program and Scope of Services. Such examination shall be done during normal business hours, and after reasonable notice to Contractor's governing board, describing the scope of, and reason for, the examination.

(c) If Contractor receives $25,000.00 or more of Local Government Funds under this Agreement, Contractor shall cause to be performed an independent audit of the Local Government Funds received hereunder. Such audit shall be made in accordance with generally accepted auditing and public accounting standards and practices. Such audit shall contain certification by the auditor, or accountant, as to whether Contractor has expended all Local Government Funds in accordance with this Agreement.

(d) All Financial Reports and Project Reports shall be complete, accurate, and made in a form satisfactory to Local Government. Financial Reports shall be made in accordance with generally accepted accounting practices and shall contain a certification that Local Government Funds, if any, have been expended in accordance with applicable law and this Agreement.

7. The Department shall, at least quarterly, review this Agreement and all Financial, Project and other reports and Certificates submitted to it by Contractor for the purpose of determining whether Contractor is substantially complying with the provisions of this Agreement. If Contractor commits a material breach of, or fails to comply with any provision of this Agreement, the Department shall give written notice to Contractor specifying the breach or item of noncompliance and direct the Contractor to immediately correct such breach or noncompliance and give satisfactory assurance that substantial compliance will be met in the future. If such breach or noncompliance has not been promptly corrected and assurance given, the Mayor or Director of the Department may terminate this Agreement, or in the alternative, may suspend future installment payments of Local Government Funds to Contractor until a satisfactory showing is made by Contractor that Contractor is in substantial compliance with this Agreement, and Contractor has provided satisfactory assurances of future compliance. In the event of termination of the Agreement by the Mayor or the Director as herein provided, Local Government may refuse to consider any future application by Contractor for Local Government Funds.

8. Contractor shall, at all times, be deemed an independent contractor and neither Contractor, nor its officers, agents and employees shall at any time be deemed employees, officers, or agents of the City or County. Contractor shall be solely responsible for the acts of its officers, agents, and employees and payment of all withholding taxes, social security, unemployment compensation, workman's compensation, or other taxes, and shall hold the Local Government harmless and indemnify the Local Government from all claims for same.

9. Contractor shall furnish to the Department of Housing and Citizen Services an inventory of all land, fixtures, structures, equipment, and other capital assets purchased, in whole, or in part, with Local Government Funds provided under this Agreement (and under any prior Agreements with the City or County which have been administered by the Department), and should Contractor's Program, or this Agreement, be discontinued or terminated for any reason, or should the Contractor cease to conduct its business, or to perform its Scope of Services outlined herein, then, in the event of the occurrence of any such event, title to, and possession of, any land, fixtures, structures, equipment, and other capital assets purchased, or acquired in whole, or in part, with Local Government Funds shall immediately revert to, and vest In, either the City or County or both, based upon and to the extent of the source of the Local Government Funds. In furtherance of and to secure this covenant, Contractor shall execute any security agreements, financing statements, deeds, deeds of trust or other instruments reasonably required by the Local Government.

10. As to Local Government, Contractor agrees to assume the risk of all personal injuries, including death and bodily injury, to persons, and damage to, and destruction of, property, including loss of use thereof, caused by, or sustained, in whole, or in part, in connection with, or arising out of, the performance of this Agreement by Contractor. or by the conditions created thereby. Contractor further agrees to indemnify and save harmless the Local Government, and its officers, agents, and employees, from and against all claims, liabilities, judgments, penalties, costs, expenses, and attorney fees arising out of or resulting from such injuries to persons, or damages to property, or based upon, or arising out of, the performance or nonperformance of this agreement by Contractor, or acts or omissions of Contractor, its employees, officers, agents and contractors, or out of any violation by Contractor of any statute, ordinance, rule, or regulation.

11. ***PERA LIABILITY.*** The Contractor shall reimburse the City and/or County for the full amount of any employer contribution required to be paid by the City and/or County 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 and/or County under this Agreement. The Contractor shall fill out the questionnaire attached as Exhibit I and submit the completed form to the Department as part of the

signed Agreement.

12. 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 party who is not a party to this Agreement, 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.

13. This Agreement is expressly made subject to the limitations of the Colorado Constitution. Nothing herein shall constitute, nor deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the Local Government, 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 Local Government which may arise under this Agreement in any fiscal year after **2026,** in the event the budget or other means of appropriations for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure shall not constitute a default or breach of this Agreement, including any sub-agreement, attachment, schedule, or exhibit thereto, by the Local Government.

14. This Agreement may be terminated at any time without cause by the Local Government on 30 days prior written notice.

15. Termination of this Agreement shall not release or discharge the Contractor from any obligation incurred prior to the date of termination and the provisions of paragraphs 4, 6, 9, 10, and 13 hereof shall survive such termination.

16. Upon termination of this agreement, all Local Government Funds then in possession of Contractor which have not been spent or obligated in conformity with Contractor's Budget and this Agreement shall immediately be returned to the Local Government.

17. No addition, alteration, amendment, or modification of the terms of this Agreement, nor verbal understandings of the parties, their officers, agents or employees, shall be valid unless reduced to writing and executed by the parties hereto.

18. Contractor may not assign this Agreement in whole or in part without the prior written consent of the Local Government.

19. This Agreement supersedes all prior Agreements and understandings of the parties hereto relating to Local Government Funds to be paid Contractor by the Local Government during the calendar year **2025** and, upon execution of this Agreement by all the parties hereto, all such prior agreements and understandings shall tenninate except as otherwise provided therein.

20. Enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Local Government and the Contractor, and nothing contained in this Agreement shall give or allow any claim or right of action by any other or third person under this Agreement. It is the express intention of the Local Government and the Contractor that any person other than the City, County, or the Contractor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only. A waiver by any party to this Agreement of the breach of any tenn or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

21. Notice shall be deemed to have been duly given if mailed first class mail, postage prepaid to:

**LOCAL GOVERNMENT:**
c/o Melsisa Cook, Housing and Citizen Services Director City of Pueblo
1 City Hall Place, Pueblo, CO 81003

With a copy to: Heather Graham, Mayor
City of Pueblo
1 City Hall Place, Pueblo, CO 81003

Carla Sikes, City Attorney
503 N. Main Street, Suite 203, Pueblo, CO 81003

and to

Cynthia Mitchell, County Attorney
215 West 10th Street, Pueblo, CO 81003

CONTRACTOR - at its address stated on the first page hereof;

Or such other address as Contractor or City or County shall hereafter designate in writing delivered to the other party.

22. 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.

23. The person or persons signing below on behalf of Contractor represent and warrant that such person or persons has the requisite authority to execute this Agreement for and on behalf of Contractor and legally bind Contractor thereto.

IN WITNESS WHEREOF, the City, County and Contractor have caused this Agreement to be signed as of the Effective Date.

**LOCAL GOVERNMENT:**

**CITY OF PUEBLO, A MUNICIPAL CORPORATION**

By _____

Heather Graham, Mayor

Date: _____

**ATTEST:**

_____

City Clerk

Date: _____

**COUNTY OF PUEBLO**

By _____

Date: .....

_____

Director,
Pueblo County Office of Budget and Finance

Date: .....

**APPROVED AS TO FORM:**

_____

City Attorney

Date: _____

**CSAC Recipient:**

Print Name: _____

Print Title: _____

Authorized Signature: _____

**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.

Dated _____, 20_____.

Signature: _____

Name: _____

Title: _____

For purposes of responding to question (b) above, an “affiliated party” includes (1) any person who is the named beneficiary or co-beneficiary on the PERA account of the PERA Retiree; (2) any person who is a relative of the PERA Retiree by blood or adoption to and including parents, siblings, half-siblings, children, and grandchildren; (3) any person who is a relative of the PERA Retiree by marriage to and including spouse, spouse’s parents, stepparents, stepchildren, stepsiblings, and spouse’s siblings; and (4) any person or entity with whom the PERA Retiree has an agreement to share or otherwise profit from the performance of services for the City of Pueblo by the PERA Retiree other than the PERA Retiree’s regular salary or compensation.

**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** April 13, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

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

SUBJECT: AN ORDINANCE ADOPTING THE ATTACHED RECOMMENDATION FROM THE COMMUNITY SERVICES ADVISORY COMMISSION (CSAC) FOR CASA OF PUEBLO, APPROVING THE ATTACHED COMMUNITY SERVICES FUNDING AGREEMENT, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

## SUMMARY:

Attached is an ordinance that accepts the funding recommendation made by the Community Services Advisory Commission for CASA of Pueblo, approves the attached Community Services Funding Agreement, and authorizes the Mayor to execute the agreement.

The Board of County Commissioners has adopted this recommendation.

## PREVIOUS COUNCIL ACTION:

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).

City Council will vote on final approval of an updated Intergovernmental Agreement between the City of Pueblo and Pueblo County on April 13, 2026.

On November 24, 2025, City Council budgeted and appropriated $550,000 for payments to nonprofits.

## BACKGROUND:

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). The intent of CSAC was to have a dually appointed body make recommendations on grant recommendations for community nonprofits, removing Board of County Commissioners and City Councilors from reviewing applications and making individual funding

recommendations.

For the 2026 Fiscal Year, the CSAC received $2,353,697 in funding requests from 39 agencies.

The CSAC recommends funding 33 agencies for a total of $955,000.

This ordinance only contains the recommendation for CASA of Pueblo, so this funding recommendation can be considered individually.

CASA of Pueblo requested $35,000 in funding and the CSAC recommended funding of $28,438.

**FINANCIAL IMPLICATIONS:**

During the 2026 budget process, City Council approved $550,000 for this initiative Pueblo County approved $490,000.

**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 Council could choose not to approve this funding recommendation and choose to return the proportionate amount of City funds to the general fund.

**RECOMMENDATION:**

Approval of the Ordinance.

**ATTACHMENTS:**

1. 2026 Scope of Services - CASA of Pueblo
2. CSAC Master Agreement Final

ORDINANCE NO.

AN ORDINANCE ADOPTING THE ATTACHED RECOMMENDATION FROM THE COMMUNITY SERVICES ADVISORY COMMISSION (CSAC) FOR CASA OF PUEBLO, APPROVING THE ATTACHED COMMUNITY SERVICES FUNDING AGREEMENT, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, both City and County provide significant funding to local non-profit community service organizations serving the needs of local residents; and

WHEREAS, City Council budgeted and appropriated $550,000 on November 24, 2025; and

WHEREAS, City Council agrees with the funding recommendation set forth in this ordinance for CASA of Pueblo, funding them $28,438.00 for the 2026 Fiscal Year; 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 Mayor is hereby authorized to execute CSAC Subrecipient Agreements to effectuate the 2025 Recommendations of the Community Services Advisory Commission (for Fiscal Year 2026) 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 2.

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

SECTION 3.

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 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

# CSAC CALENDAR 2026 SCOPE OF SERVICES OUTLINE

Complete a Program/Project Scope of Service for **EACH** Program that you request/receive Partnership Funding, including Management and Admin. expenses.

Agency Name: CASA of Pueblo

Total Award Requested: $35,000

Total Agency Budget: $1,099,563

| Program # | 1 | Program/Project Name | CASA of Pueblo |
|---|---|---|---|
| Total Program Budget | $723,013 | % of Funding Requested to Support this Program | 4.84% |

Description of Scope of Services

Describe the services you will provide with Pueblo County/City of Pueblo Partnership Funds, Identify the Target Population (include appropriate demographic information such as age, ethnicity, gender, elderly, low-income, single parent, etc.) for which this program is intended, and the unmet needs of the community it will address

Our program serves only children (birth to age 21) that are assigned by the10th Judicial District Court to our program. 97% of the children we serve are considered low-income and their families fall below 150% of the federal poverty guidelines - this guideline is used when determining court-appointed counsel. We serve any child appointed to our agency as long as we have an advocate to assign to the case. We serve a variety of mixed racial and ethnic backgrounds, however, the largest ethnic groups we serve are Caucasian and Latino families, which is consistent with our community's demographics. CASA Volunteers provide home visitation, court accompaniment, court reporting/testimony, court advocacy, track school performance and any issues the child may be having, as well as monitoring the child's living situation and progress during the case to develop recommendations for the court.

Performance Measures

State the program/project performance measures below in terms of outputs and outcomes.

| OUTPUTS | |
|---|---|
| Individuals Served/Proposed 2026 | 260 |
| Individuals Served/Proposed 2025 | 246 (as of 6/30/25) |
| Individuals Served Actual 2024 | 380 |
| Are the individuals Duplicated or Unduplicated? | Unduplicated |

Unit Descriptions Related to the Program (i.e. meals, hours, trips, persons, visitors, etc)

Unit = 1 child served by an assigned CASA Volunteer. In 2024, our program served 380 children and our total annual expenses for the program in 2024 was $740,141, therefore, our cost to serve each unit totaled $1,948 per year in 2024. For a child to be in foster care, it can cost the County over $2,000 per month per child.

Units Projected to Provide: 260

Current Director, Program Manager and Finance Person: Name, Email Address and Phone Number.

Zane Grant, Executive Director, & Sarah Meigs, Operations Manager. CASA of Pueblo, 130 W. Abriendo Ave., Pueblo, CO 81004, (719) 583-6326. zane@casaofpueblo.org sarah@casaofpueblo.org

# 2026 SCOPE OF SERVICES PAGE 2

## PROGRAM OUTCOMES

Outcomes are the measurable impacts, benefits or changes for participants during or after your services. The changes in participants are expressed in terms of knowledge and skills, attitudes or behavior, status or condition, etc.

87% of children served by our program will be in a permanent placement within one year of assignment. Note: Permanent placement is defined as reunification with a parent or caregiver, placement with relatives, or a legal risk adoptive home. Less than 5% of the children involved in closed cases that CASA has served will return to the attention of the 10th Judicial District because of a reoccurrence of abuse or neglect within a 12-month time frame. CASA youth who will emancipate from out-of-home care will demonstrate at least a 30% increase in independent living and life-care skills prior to emancipation.

## MEASUREMENT and EVALUATION

### Describe the tools used to determine and measure the effectiveness of services

Our program uses a variety of tools for different measurements. Information gathered focuses on the quality of services; quality of relationship with the CASA Volunteer; what services were provided by the CASA Volunteer (information gathering, quality of recommendations to the court, quality of court reports, level of involvement with the child and family, respect for confidentiality, and accessibility of the volunteer). Evaluations are given to judges, attorneys, caseworkers and families. Supervisory and peer reviews are completed on each advocate. In addition to these metrics CASA of Pueblo also utilizes the Wellbeing report, which is completed by volunteers three time a year. This report helps CASA to evaluate educational gains, extracurricular activities, mental health and developmental gains by the children served based on the evaluations of the volunteers.

### How will you evaluate progress towards your goals?

We work to ensure that at a minimum of 87% of the children that are agency is assigned to is in a safe/ permanent home within 12 months of case assignment. Secondly, we track the number of moves that each child experiences during their time in foster care and work closely to ensure that children do not experience multiple moves. Lastly, we track any case that returns to the Court's attention within 12 months of closure for a reoccurrence of abuse/neglect. Youth in our Fostering Futures program participate in pre and post tests to help us ensure the skills taught are being implemented.

### What steps do you take to address goals that are not progressing as projected?

The biggest barrier our agency has when not progressing towards agency goals is the shortage of new advocates. This issue takes on a two-fold solution, 1) ensure current advocates are continuing their commitment to take on new cases by ensuring their volunteer and motivational needs are met through training, quality supervision, access to mentoring or group opportunities with other CASAs and preventing/reducing issues that lead to secondary trauma/burnout and 2) continue to be innovative with advertising strategies that increase awareness of CASA.

## CSAC FUNDING

### Please explain what awarded CSAC funding would be used to fund for this program.

CSAC funding specifically provides salary support to direct line staff that are providing intense and in-depth supervision for volunteer advocates assigned to cases. Since this is not a typical volunteer experience and requires specialized supervision, our Case Supervisors are highly trained in understanding trauma, the court and child welfare system, family dynamics, and many other relevant areas that assist our volunteer advocates in formulating their recommendations to the Court and preparing them for testimony.

**CITY OF PUEBLO / COUNTY OF PUEBLO**
**COMMUNITY SERVICES FUNDING AGREEMENT**

THIS AGREEMENT is entered into **this_ day of _____** and is effective on **January 1, 2026 ("Effective Date")** by and between the City of Pueblo, a Municipal Corporation (hereinafter referred to as the "City") and the County of Pueblo (hereinafter referred to as the "County") (the City and County may be collectively referred to herein as "Local Government"), and

**Organization Name**

**Address**

**Pueblo, CO 8100**

(hereinafter referred to as the "Contractor").

## WITNESSETH

WHEREAS, Contractor has filed an application with Local Government wherein Contractor has requested funds for the purpose of conducting the program and furnishing the services described in its application, which is incorporated herein as if set out herein in full; and

WHEREAS, Contractor's proposed program and services are to be performed within the corporate limits of City or the geographical boundaries of County or both; and

WHEREAS, if Contractor's proposed program and services are to be performed within the City, such program and services further a municipal and public purpose; and

WHEREAS, Contractor desires the Local Government to make funds available to Contractor (herein "Local Government Funds") for the purpose of conducting the program and furnishing the services described in Contractor's application and request, which program and services to be conducted and furnished by Contractor are respectively herein called "Program" and "Scope of Services"; and

WHEREAS, Contractor has agreed as a condition of receiving Local Government Funds to conduct its Program and perform its Scope of Services in full accordance with and subject to the terms and provisions of this Agreement;

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements herein contained, Local Government and Contractor agree as follows:

1. Contractor shall furnish, in a form satisfactory to the City of Pueblo Department of

Housing and Citizen Services ("Department of Housing and Citizen Services" or "Department"), which is administering this Agreement on behalf of the Local Government, the following documents which may be attached hereto and are incorporated herein, whether attached or not, as if set out in full:

(a) A description of Contractor's Program, as approved by the Department, for which Local Government Funds have been requested.

(b) A description of the Scope of Services to be furnished and provided by Contractor with Local Government Funds.

(c) A budget showing Contractor's proposed expenditures of Local Government Funds (hereinafter the "Budget").

(d) A Total Agency Budget

**(e)** **A** Total Program Budget

(f) A certification that Contractor does not knowingly employ or contract with illegal aliens

2. Contractor shall continuously, during the term of this Agreement, conduct and operate its Program and furnish and perform its Scope of Services in conformity and compliance with its Budget, Program, Scope of Services and this Agreement. The term of this Agreement shall be from **January 1, 2026 to December 31, 2026** unless sooner terminated as herein provided. Contractor shall seek approval from the Department for minor modifications to the Program, Budget, or Scope of Services. Such modifications include changes that keep the overall scope and spirit of the Program intact and reasonable and appropriate reallocations among line items in the Budget that in no case reduce or increase any one item by more than ten percent. The Department's representative is authorized to approve such modifications, but for all other changes, Section 5 of this Agreement shall control.

3. If Contractor is not in default hereunder, Local Government will, subject to and contingent upon Local Government Funds being lawfully budgeted and appropriated for such purpose by City, or County or by both City and County, depending on the source or sources of the Local Government Funds, pay to Contractor in four (4) quarterly Installments. during the term of this Agreement, the maximum amount of

**$XXXXX**

(a) Payment shall be issued within 30 days from the posted due date of Contractor's quarterly reports, providing Contractor's quarterly reports are in compliance with this Agreement. If Contractor's quarterly reports are not in compliance with this Agreement, payment shall be issued 30 days from the date the quarterly reports comply with this Agreement.

(b) All payments will be mailed.

(c) The total funds awarded are for all the programs approved by the Department, and Contractor shall appropriate funds as described in the program budget for each

program.

4. This Agreement is made subject to and incorporates herein, as if set out in full, the Charter and Ordinances of the City of Pueblo, and the Resolutions and Ordinances of the County of Pueblo, and all applicable Federal and State Laws and regulations. and Contractor agrees to abide by and comply with same. Contractor acknowledges and agrees that Local Government Funds shall not be used for lobbying for the purpose of influencing pending or proposed legislation, nor to influence quasi-judicial decision making by the elective bodies of City or County. Contractor further acknowledges and agrees that no person shall, on the grounds of race, color, national origin, handicap, religion, sexual orientation, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any of Contractor's programs or activities receiving Local Government financial assistance hereunder. Contractor shall include the wording "funded in part by the City of Pueblo and County of Pueblo" on all promotional, advertising, invitations, and other printing or media material for Contractor's Programs and services for which Local Government Funds are made available under this Agreement.

5. If Contractor desires to reduce, terminate, or materially modify its Program, Scope of Services, or Budget (all as same relate to and involve Local Government Funds made available to Contractor by the Local Government under this Agreement), Contractor shall, before implementing any such change, immediately notify the Department in writing of its intention to make such reduction, termination, or modification. The Contractor shall submit, in writing, proposed modifications to the Scope of Services and supporting Budget Information explaining the proposed changes. If approved or denied, Local Government Funds to be paid to Contractor hereunder shall be correspondingly reduced, terminated, or modified. Contractor's failure to so notify the Department shall cause this Agreement, without any further action on the part of the Local Government, to be immediately terminated, and all future installment payments of Local Government Funds to Contractor shall cease.

6. (a) The Contractor shall submit quarterly reports, consisting of Project Reports and Financial Reports. to grantreports@pueblo.us, Marijuana Tax & Revenue Specialist of Pueblo County Office of Budget and Finance for monitoring purposes, no later than the following dates:

| | | |
|---|---|---|
| 1. | First Quarter: | April 30, 2026 |
| 2. | Second Quarter: | July 31, 2026 |
| 3. | Third Quarter: | October 31, 2026 |
| 4. | Fourth Quarter: | January 31, 2027 |

Said reports shall be prepared in accordance with the format provided by or approved by the Department. Said reports shall detail all efforts of Contractor to fulfill the Scope of Services and report expenditures under the Budget

approved by the Local Government. Quarterly Reports expected to be used for 2026 will be furnished to the Contractor upon the return of this executed contract.

(b) A Contractor shall permit representatives of the City of Pueblo Department of Housing and Citizen Services, City of Pueblo Finance and Pueblo County Office of Budget and Finance access to and the right to examine and monitor Contractor's Community Services Advisory Commission approved Programs, facilities, books, records, accounts, personnel, and other sources of information, access to which would not violate State or Federal laws or regulations, as may be relevant to determine whether the Contractor is complying with this Agreement and has spent, or obligated, Local Government Funds in accordance with its approved Budget for its Program and Scope of Services. Such examination shall be done during normal business hours, and after reasonable notice to Contractor's governing board, describing the scope of, and reason for, the examination.

(c) If Contractor receives $25,000.00 or more of Local Government Funds under this Agreement, Contractor shall cause to be performed an independent audit of the Local Government Funds received hereunder. Such audit shall be made in accordance with generally accepted auditing and public accounting standards and practices. Such audit shall contain certification by the auditor, or accountant, as to whether Contractor has expended all Local Government Funds in accordance with this Agreement.

(d) All Financial Reports and Project Reports shall be complete, accurate, and made in a form satisfactory to Local Government. Financial Reports shall be made in accordance with generally accepted accounting practices and shall contain a certification that Local Government Funds, if any, have been expended in accordance with applicable law and this Agreement.

7. The Department shall, at least quarterly, review this Agreement and all Financial, Project and other reports and Certificates submitted to it by Contractor for the purpose of determining whether Contractor is substantially complying with the provisions of this Agreement. If Contractor commits a material breach of, or fails to comply with any provision of this Agreement, the Department shall give written notice to Contractor specifying the breach or item of noncompliance and direct the Contractor to immediately correct such breach or noncompliance and give satisfactory assurance that substantial compliance will be met in the future. If such breach or noncompliance has not been promptly corrected and assurance given, the Mayor or Director of the Department may terminate this Agreement, or in the alternative, may suspend future installment payments of Local Government Funds to Contractor until a satisfactory showing is made by Contractor that Contractor is in substantial compliance with this Agreement, and Contractor has provided satisfactory assurances of future compliance. In the event of termination of the Agreement by the Mayor or the Director as herein provided, Local Government may refuse to consider any future application by Contractor for Local Government Funds.

8. Contractor shall, at all times, be deemed an independent contractor and neither Contractor, nor its officers, agents and employees shall at any time be deemed employees, officers, or agents of the City or County. Contractor shall be solely responsible for the acts of its officers, agents, and employees and payment of all withholding taxes, social security, unemployment compensation, workman's compensation, or other taxes, and shall hold the Local Government harmless and indemnify the Local Government from all claims for same.

9. Contractor shall furnish to the Department of Housing and Citizen Services an inventory of all land, fixtures, structures, equipment, and other capital assets purchased, in whole, or in part, with Local Government Funds provided under this Agreement (and under any prior Agreements with the City or County which have been administered by the Department), and should Contractor's Program, or this Agreement, be discontinued or terminated for any reason, or should the Contractor cease to conduct its business, or to perform its Scope of Services outlined herein, then, in the event of the occurrence of any such event, title to, and possession of, any land, fixtures, structures, equipment, and other capital assets purchased, or acquired in whole, or in part, with Local Government Funds shall immediately revert to, and vest In, either the City or County or both, based upon and to the extent of the source of the Local Government Funds. In furtherance of and to secure this covenant, Contractor shall execute any security agreements, financing statements, deeds, deeds of trust or other instruments reasonably required by the Local Government.

10. As to Local Government, Contractor agrees to assume the risk of all personal injuries, including death and bodily injury, to persons, and damage to, and destruction of, property, including loss of use thereof, caused by, or sustained, in whole, or in part, in connection with, or arising out of, the performance of this Agreement by Contractor. or by the conditions created thereby. Contractor further agrees to indemnify and save harmless the Local Government, and its officers, agents, and employees, from and against all claims, liabilities, judgments, penalties, costs, expenses, and attorney fees arising out of or resulting from such injuries to persons, or damages to property, or based upon, or arising out of, the performance or nonperformance of this agreement by Contractor, or acts or omissions of Contractor, its employees, officers, agents and contractors, or out of any violation by Contractor of any statute, ordinance, rule, or regulation.

11. ***PERA LIABILITY.*** The Contractor shall reimburse the City and/or County for the full amount of any employer contribution required to be paid by the City and/or County 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 and/or County under this Agreement. The Contractor shall fill out the questionnaire attached as Exhibit I and submit the completed form to the Department as part of the

signed Agreement.

12. 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 party who is not a party to this Agreement, 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.

13. This Agreement is expressly made subject to the limitations of the Colorado Constitution. Nothing herein shall constitute, nor deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the Local Government, 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 Local Government which may arise under this Agreement in any fiscal year after **2026,** in the event the budget or other means of appropriations for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure shall not constitute a default or breach of this Agreement, including any sub-agreement, attachment, schedule, or exhibit thereto, by the Local Government.

14. This Agreement may be terminated at any time without cause by the Local Government on 30 days prior written notice.

15. Termination of this Agreement shall not release or discharge the Contractor from any obligation incurred prior to the date of termination and the provisions of paragraphs 4, 6, 9, 10, and 13 hereof shall survive such termination.

16. Upon termination of this agreement, all Local Government Funds then in possession of Contractor which have not been spent or obligated in conformity with Contractor's Budget and this Agreement shall immediately be returned to the Local Government.

17. No addition, alteration, amendment, or modification of the terms of this Agreement, nor verbal understandings of the parties, their officers, agents or employees, shall be valid unless reduced to writing and executed by the parties hereto.

18. Contractor may not assign this Agreement in whole or in part without the prior written consent of the Local Government.

19. This Agreement supersedes all prior Agreements and understandings of the parties hereto relating to Local Government Funds to be paid Contractor by the Local Government during the calendar year **2025** and, upon execution of this Agreement by all the parties hereto, all such prior agreements and understandings shall tenninate except as otherwise provided therein.

20. Enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Local Government and the Contractor, and nothing contained in this Agreement shall give or allow any claim or right of action by any other or third person under this Agreement. It is the express intention of the Local Government and the Contractor that any person other than the City, County, or the Contractor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only. A waiver by any party to this Agreement of the breach of any tenn or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

21. Notice shall be deemed to have been duly given if mailed first class mail, postage prepaid to:

**LOCAL GOVERNMENT:**
c/o Melsisa Cook, Housing and Citizen Services Director City of Pueblo
1 City Hall Place, Pueblo, CO 81003

With a copy to: Heather Graham, Mayor
City of Pueblo
1 City Hall Place, Pueblo, CO 81003

Carla Sikes, City Attorney
503 N. Main Street, Suite 203, Pueblo, CO 81003

and to

Cynthia Mitchell, County Attorney
215 West 10th Street, Pueblo, CO 81003

CONTRACTOR - at its address stated on the first page hereof;

Or such other address as Contractor or City or County shall hereafter designate in writing delivered to the other party.

22. 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.

23. The person or persons signing below on behalf of Contractor represent and warrant that such person or persons has the requisite authority to execute this Agreement for and on behalf of Contractor and legally bind Contractor thereto.

IN WITNESS WHEREOF, the City, County and Contractor have caused this Agreement to be signed as of the Effective Date.

**LOCAL GOVERNMENT:**

**CITY OF PUEBLO, A MUNICIPAL CORPORATION**

By _____

Heather Graham, Mayor

Date: _____

**ATTEST:**

_____

City Clerk

Date: _____

**COUNTY OF PUEBLO**

By _____

Date: .....

_____

Director,
Pueblo County Office of Budget and Finance

Date: .....

**APPROVED AS TO FORM:**

_____

City Attorney

Date: _____

**CSAC Recipient:**

Print Name: _____

Print Title: _____

Authorized Signature: _____

**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.

Dated _____, 20_____.

Signature: _____

Name: _____

Title: _____

For purposes of responding to question (b) above, an “affiliated party” includes (1) any person who is the named beneficiary or co-beneficiary on the PERA account of the PERA Retiree; (2) any person who is a relative of the PERA Retiree by blood or adoption to and including parents, siblings, half-siblings, children, and grandchildren; (3) any person who is a relative of the PERA Retiree by marriage to and including spouse, spouse’s parents, stepparents, stepchildren, stepsiblings, and spouse’s siblings; and (4) any person or entity with whom the PERA Retiree has an agreement to share or otherwise profit from the performance of services for the City of Pueblo by the PERA Retiree other than the PERA Retiree’s regular salary or compensation.

**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** April 13, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

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

SUBJECT: AN ORDINANCE ADOPTING THE ATTACHED RECOMMENDATION FROM THE COMMUNITY SERVICES ADVISORY COMMISSION (CSAC) FOR PUEBLO CRISIS PREGNANCY CENTER INC., DBA A CARING PREGNANCY CENTER, APPROVING THE ATTACHED COMMUNITY SERVICES FUNDING AGREEMENT, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

## SUMMARY:

Attached is an ordinance that accepts the funding recommendation made by the Community Services Advisory Commission for Pueblo Crisis Pregnancy Center, Inc. (DBA A Caring Pregnancy Center), approves the attached Community Services Funding Agreement, and authorizes the Mayor to execute the agreement.

The Board of County Commissioners has adopted this recommendation.

## PREVIOUS COUNCIL ACTION:

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).

City Council will vote on final approval of an updated Intergovernmental Agreement between the City of Pueblo and Pueblo County on April 13, 2026.

On November 24, 2025, City Council budgeted and appropriated $550,000 for payments to nonprofits.

## BACKGROUND:

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). The intent of CSAC was to have a dually appointed body make recommendations on grant recommendations for community nonprofits, removing Board of County Commissioners

and City Councilors from reviewing applications and making individual funding recommendations.

For the 2026 Fiscal Year, the CSAC received $2,353,697 in funding requests from 39 agencies.

The CSAC recommends funding 33 agencies for a total of $955,000.

This ordinance only contains the recommendation for Pueblo Crisis Pregnancy Center, Inc. (DBA A Caring Pregnancy Center), so this funding recommendation can be considered individually.

Pueblo Crisis Pregnancy Center, Inc. (DBA A Caring Pregnancy Center) requested $50,000 in funding and the CSAC recommended funding of $25,964.

**FINANCIAL IMPLICATIONS:**

During the 2026 budget process, City Council approved $550,000 for this initiative Pueblo County approved $490,000.

**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 Council could choose not to approve this funding recommendation and choose to return the proportionate amount of City funds to the general fund.

**RECOMMENDATION:**

Approval of the Ordinance.

**ATTACHMENTS:**

1. CSAC Scope of Services Outline – Pueblo Crisis Pregnancy Center, Inc.
2. CSAC Master Agreement Final

ORDINANCE NO.

AN ORDINANCE ADOPTING THE ATTACHED RECOMMENDATION FROM THE COMMUNITY SERVICES ADVISORY COMMISSION (CSAC) FOR PUEBLO CRISIS PREGNANCY CENTER INC., DBA A CARING PREGNANCY CENTER, APPROVING THE ATTACHED COMMUNITY SERVICES FUNDING AGREEMENT, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, both City and County provide significant funding to local non-profit community service organizations serving the needs of local residents; and

WHEREAS, City Council budgeted and appropriated $550,000 on November 24, 2025; and

WHEREAS, City Council agrees with the funding recommendation set forth in this ordinance for Pueblo Crisis Pregnancy Center, Inc. (DBA A Caring Pregnancy Center), funding them $25,964 for the 2026 Fiscal Year; 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 Mayor is hereby authorized to execute CSAC Subrecipient Agreements to effectuate the 2025 Recommendations of the Community Services Advisory Commission (for Fiscal Year 2026) 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 2.

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

SECTION 3.

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 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

# CSAC CALENDAR 2026 SCOPE OF SERVICES OUTLINE

Complete a Program/Project Scope of Service for **EACH** Program that you request/receive Partnership Funding, including Management and Admin. expenses.

Agency Name: A Caring Pregnancy Center

Total Award Requested: $50,000

Total Agency Budget: $808,500 (current estimate; 2026 budget to be recommended in Dec of 2025 and Board approved in Jan of 2026)

| Program # | N/A | Program/Project Name | Life Services |
|---|---|---|---|
| Total Program Budget | $232,575 | % of Funding Requested to Support this Program | 21.5% |

Description of Scope of Services

Describe the services you will provide with Pueblo County/City of Pueblo Partnership Funds, Identify the Target Population (include appropriate demographic information such as age, ethnicity, gender, elderly, low-income, single parent, etc.) for which this program is intended, and the unmet needs of the community it will address

The majority served are single mother, hispanic females in their 20's with an annual income under $29k, but we serve all in need of our services no matter age, gender, income, etc. We offer mentoring, virtual/in person classes/workshops on financial literacy and parenting education, plus family enrichment and resources like diapers, wipes, formula, and new/gently used infant clothing, and maternity items.

Performance Measures

State the program/project performance measures below in terms of outputs and outcomes.

| OUTPUTS | |
|---|---|
| Individuals Served/Proposed 2026 | 350 / 1,900 |
| Individuals Served/Proposed 2025 | 300 / 1,650 |
| Individuals Served Actual 2024 | 257 / 1,388 |
| Are the individuals Duplicated or Unduplicated? | Unduplicated / Duplicated |

Unit Descriptions Related to the Program (i.e. meals, hours, trips, persons, visitors, etc)

Units delivered related to our Life Services program include:
- Classes taken (ex: First Steps parenting, Dollars & Sense budgeting, etc.)
- In-kind goods delivered (ex: prenatals, formula, diapers, wipes, baby clothes, etc.)
- Referrals to services within the community as applicable
- Literature delivered (ex: Healthy Pregnancy, Miscarriage, Fatherhood, and more)

Units Projected to Provide: Classes - 275 units; In-kind goods - est. $15,000+ value; Referrals - 150-200; Literature - 475+ units

Current Director, Program Manager and Finance Person: Name, Email Address and Phone Number.

- ACPC CEO - Tamra Axworthy, tamra@acpcwc.org, 719-544-9321
- Life Services - Client Services Director - LeAnna Montano, leannam@acpcwc.org, 719-544-9321
- ACPC COO - LeighAnn Hathaway, leighann@acpcwc.org, 719-544-9321

# 2026 SCOPE OF SERVICES PAGE 2

## PROGRAM OUTCOMES

Outcomes are the measurable impacts, benefits or changes for participants during or after your services. The changes in participants are expressed in terms of knowledge and skills, attitudes or behavior, status or condition, etc.

- how many women/families we serve
- clients' access to our parenting and healthy home management classes + local referrals (child care, early child screening, social services, medical/dental care, WIC)
- delivery of material goods they need, as described above, and the goods' value
- changes in their confidence/skills in parenting and creating a healthy, stable home
- changes in their behavior via how they applied what they learned week to week

## MEASUREMENT and EVALUATION

Describe the tools used to determine and measure the effectiveness of services

We track how many clients we serve and what resources they gain access to—both within ACPC and in the community—as a result of our services.

We conduct exit surveys after class/program completion asking questions like: how has the information received in your class impacted your home/family; how have you applied the information and skills you learned, would you recommend to others, etc.

How will you evaluate progress towards your goals?

ACPC staff review the data we track monthly so we can discuss findings, observe trends within our programs, and identify whether our mission is being fulfilled and whether our offered services are meeting our clients' stated needs. Also, we review the results of our clients' feedback on their course evaluation exit surveys in order to evaluate the impact of our classes/services on their lives practically and in terms of growing confidence.

What steps do you take to address goals that are not progressing as projected?

As our staff becomes aware of new findings pulled from the data and feedback of our clients, we discuss how to better meet their needs. For example, in 2025, based on our clients' feedback about which days and hours of availability best serve them, we hired an additional advocate, expanding our Life Services staff in order to add two more days a week of availability for advocacy and mentoring the families we serve.

## CSAC FUNDING

Please explain what awarded CSAC funding would be used to fund for this program.

CSAC funding would be used to support our recent Life Services program budget increases related to hiring a new advocate, in order to offer two more days of advocacy work with our clients. This directly supports our clients' access to mentoring that teaches them to be better parents, more stable adults, and overall more healthy heads of their families, which creates a safer, healthier environment for their children for years to come.

**CITY OF PUEBLO / COUNTY OF PUEBLO**
**COMMUNITY SERVICES FUNDING AGREEMENT**

THIS AGREEMENT is entered into **this_ day of _____** and is effective on **January 1, 2026 ("Effective Date")** by and between the City of Pueblo, a Municipal Corporation (hereinafter referred to as the "City") and the County of Pueblo (hereinafter referred to as the "County") (the City and County may be collectively referred to herein as "Local Government"), and

**Organization Name**

**Address**

**Pueblo, CO 8100**

(hereinafter referred to as the "Contractor").

## WITNESSETH

WHEREAS, Contractor has filed an application with Local Government wherein Contractor has requested funds for the purpose of conducting the program and furnishing the services described in its application, which is incorporated herein as if set out herein in full; and

WHEREAS, Contractor's proposed program and services are to be performed within the corporate limits of City or the geographical boundaries of County or both; and

WHEREAS, if Contractor's proposed program and services are to be performed within the City, such program and services further a municipal and public purpose; and

WHEREAS, Contractor desires the Local Government to make funds available to Contractor (herein "Local Government Funds") for the purpose of conducting the program and furnishing the services described in Contractor's application and request, which program and services to be conducted and furnished by Contractor are respectively herein called "Program" and "Scope of Services"; and

WHEREAS, Contractor has agreed as a condition of receiving Local Government Funds to conduct its Program and perform its Scope of Services in full accordance with and subject to the terms and provisions of this Agreement;

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements herein contained, Local Government and Contractor agree as follows:

1. Contractor shall furnish, in a form satisfactory to the City of Pueblo Department of

Housing and Citizen Services ("Department of Housing and Citizen Services" or "Department"), which is administering this Agreement on behalf of the Local Government, the following documents which may be attached hereto and are incorporated herein, whether attached or not, as if set out in full:

(a) A description of Contractor's Program, as approved by the Department, for which Local Government Funds have been requested.

(b) A description of the Scope of Services to be furnished and provided by Contractor with Local Government Funds.

(c) A budget showing Contractor's proposed expenditures of Local Government Funds (hereinafter the "Budget").

(d) A Total Agency Budget

**(e)** **A** Total Program Budget

(f) A certification that Contractor does not knowingly employ or contract with illegal aliens

2. Contractor shall continuously, during the term of this Agreement, conduct and operate its Program and furnish and perform its Scope of Services in conformity and compliance with its Budget, Program, Scope of Services and this Agreement. The term of this Agreement shall be from **January 1, 2026 to December 31, 2026** unless sooner terminated as herein provided. Contractor shall seek approval from the Department for minor modifications to the Program, Budget, or Scope of Services. Such modifications include changes that keep the overall scope and spirit of the Program intact and reasonable and appropriate reallocations among line items in the Budget that in no case reduce or increase any one item by more than ten percent. The Department's representative is authorized to approve such modifications, but for all other changes, Section 5 of this Agreement shall control.

3. If Contractor is not in default hereunder, Local Government will, subject to and contingent upon Local Government Funds being lawfully budgeted and appropriated for such purpose by City, or County or by both City and County, depending on the source or sources of the Local Government Funds, pay to Contractor in four (4) quarterly Installments. during the term of this Agreement, the maximum amount of

**$XXXXX**

(a) Payment shall be issued within 30 days from the posted due date of Contractor's quarterly reports, providing Contractor's quarterly reports are in compliance with this Agreement. If Contractor's quarterly reports are not in compliance with this Agreement, payment shall be issued 30 days from the date the quarterly reports comply with this Agreement.

(b) All payments will be mailed.

(c) The total funds awarded are for all the programs approved by the Department, and Contractor shall appropriate funds as described in the program budget for each

program.

4. This Agreement is made subject to and incorporates herein, as if set out in full, the Charter and Ordinances of the City of Pueblo, and the Resolutions and Ordinances of the County of Pueblo, and all applicable Federal and State Laws and regulations. and Contractor agrees to abide by and comply with same. Contractor acknowledges and agrees that Local Government Funds shall not be used for lobbying for the purpose of influencing pending or proposed legislation, nor to influence quasi-judicial decision making by the elective bodies of City or County. Contractor further acknowledges and agrees that no person shall, on the grounds of race, color, national origin, handicap, religion, sexual orientation, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any of Contractor's programs or activities receiving Local Government financial assistance hereunder. Contractor shall include the wording "funded in part by the City of Pueblo and County of Pueblo" on all promotional, advertising, invitations, and other printing or media material for Contractor's Programs and services for which Local Government Funds are made available under this Agreement.

5. If Contractor desires to reduce, terminate, or materially modify its Program, Scope of Services, or Budget (all as same relate to and involve Local Government Funds made available to Contractor by the Local Government under this Agreement), Contractor shall, before implementing any such change, immediately notify the Department in writing of its intention to make such reduction, termination, or modification. The Contractor shall submit, in writing, proposed modifications to the Scope of Services and supporting Budget Information explaining the proposed changes. If approved or denied, Local Government Funds to be paid to Contractor hereunder shall be correspondingly reduced, terminated, or modified. Contractor's failure to so notify the Department shall cause this Agreement, without any further action on the part of the Local Government, to be immediately terminated, and all future installment payments of Local Government Funds to Contractor shall cease.

6. (a) The Contractor shall submit quarterly reports, consisting of Project Reports and Financial Reports. to grantreports@pueblo.us, Marijuana Tax & Revenue Specialist of Pueblo County Office of Budget and Finance for monitoring purposes, no later than the following dates:

| | | |
|---|---|---|
| 1. | First Quarter: | April 30, 2026 |
| 2. | Second Quarter: | July 31, 2026 |
| 3. | Third Quarter: | October 31, 2026 |
| 4. | Fourth Quarter: | January 31, 2027 |

Said reports shall be prepared in accordance with the format provided by or approved by the Department. Said reports shall detail all efforts of Contractor to fulfill the Scope of Services and report expenditures under the Budget

approved by the Local Government. Quarterly Reports expected to be used for 2026 will be furnished to the Contractor upon the return of this executed contract.

(b) A Contractor shall permit representatives of the City of Pueblo Department of Housing and Citizen Services, City of Pueblo Finance and Pueblo County Office of Budget and Finance access to and the right to examine and monitor Contractor's Community Services Advisory Commission approved Programs, facilities, books, records, accounts, personnel, and other sources of information, access to which would not violate State or Federal laws or regulations, as may be relevant to determine whether the Contractor is complying with this Agreement and has spent, or obligated, Local Government Funds in accordance with its approved Budget for its Program and Scope of Services. Such examination shall be done during normal business hours, and after reasonable notice to Contractor's governing board, describing the scope of, and reason for, the examination.

(c) If Contractor receives $25,000.00 or more of Local Government Funds under this Agreement, Contractor shall cause to be performed an independent audit of the Local Government Funds received hereunder. Such audit shall be made in accordance with generally accepted auditing and public accounting standards and practices. Such audit shall contain certification by the auditor, or accountant, as to whether Contractor has expended all Local Government Funds in accordance with this Agreement.

(d) All Financial Reports and Project Reports shall be complete, accurate, and made in a form satisfactory to Local Government. Financial Reports shall be made in accordance with generally accepted accounting practices and shall contain a certification that Local Government Funds, if any, have been expended in accordance with applicable law and this Agreement.

7. The Department shall, at least quarterly, review this Agreement and all Financial, Project and other reports and Certificates submitted to it by Contractor for the purpose of determining whether Contractor is substantially complying with the provisions of this Agreement. If Contractor commits a material breach of, or fails to comply with any provision of this Agreement, the Department shall give written notice to Contractor specifying the breach or item of noncompliance and direct the Contractor to immediately correct such breach or noncompliance and give satisfactory assurance that substantial compliance will be met in the future. If such breach or noncompliance has not been promptly corrected and assurance given, the Mayor or Director of the Department may terminate this Agreement, or in the alternative, may suspend future installment payments of Local Government Funds to Contractor until a satisfactory showing is made by Contractor that Contractor is in substantial compliance with this Agreement, and Contractor has provided satisfactory assurances of future compliance. In the event of termination of the Agreement by the Mayor or the Director as herein provided, Local Government may refuse to consider any future application by Contractor for Local Government Funds.

8. Contractor shall, at all times, be deemed an independent contractor and neither Contractor, nor its officers, agents and employees shall at any time be deemed employees, officers, or agents of the City or County. Contractor shall be solely responsible for the acts of its officers, agents, and employees and payment of all withholding taxes, social security, unemployment compensation, workman's compensation, or other taxes, and shall hold the Local Government harmless and indemnify the Local Government from all claims for same.

9. Contractor shall furnish to the Department of Housing and Citizen Services an inventory of all land, fixtures, structures, equipment, and other capital assets purchased, in whole, or in part, with Local Government Funds provided under this Agreement (and under any prior Agreements with the City or County which have been administered by the Department), and should Contractor's Program, or this Agreement, be discontinued or terminated for any reason, or should the Contractor cease to conduct its business, or to perform its Scope of Services outlined herein, then, in the event of the occurrence of any such event, title to, and possession of, any land, fixtures, structures, equipment, and other capital assets purchased, or acquired in whole, or in part, with Local Government Funds shall immediately revert to, and vest In, either the City or County or both, based upon and to the extent of the source of the Local Government Funds. In furtherance of and to secure this covenant, Contractor shall execute any security agreements, financing statements, deeds, deeds of trust or other instruments reasonably required by the Local Government.

10. As to Local Government, Contractor agrees to assume the risk of all personal injuries, including death and bodily injury, to persons, and damage to, and destruction of, property, including loss of use thereof, caused by, or sustained, in whole, or in part, in connection with, or arising out of, the performance of this Agreement by Contractor. or by the conditions created thereby. Contractor further agrees to indemnify and save harmless the Local Government, and its officers, agents, and employees, from and against all claims, liabilities, judgments, penalties, costs, expenses, and attorney fees arising out of or resulting from such injuries to persons, or damages to property, or based upon, or arising out of, the performance or nonperformance of this agreement by Contractor, or acts or omissions of Contractor, its employees, officers, agents and contractors, or out of any violation by Contractor of any statute, ordinance, rule, or regulation.

11. ***PERA LIABILITY.*** The Contractor shall reimburse the City and/or County for the full amount of any employer contribution required to be paid by the City and/or County 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 and/or County under this Agreement. The Contractor shall fill out the questionnaire attached as Exhibit I and submit the completed form to the Department as part of the

signed Agreement.

12. 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 party who is not a party to this Agreement, 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.

13. This Agreement is expressly made subject to the limitations of the Colorado Constitution. Nothing herein shall constitute, nor deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the Local Government, 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 Local Government which may arise under this Agreement in any fiscal year after **2026,** in the event the budget or other means of appropriations for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure shall not constitute a default or breach of this Agreement, including any sub-agreement, attachment, schedule, or exhibit thereto, by the Local Government.

14. This Agreement may be terminated at any time without cause by the Local Government on 30 days prior written notice.

15. Termination of this Agreement shall not release or discharge the Contractor from any obligation incurred prior to the date of termination and the provisions of paragraphs 4, 6, 9, 10, and 13 hereof shall survive such termination.

16. Upon termination of this agreement, all Local Government Funds then in possession of Contractor which have not been spent or obligated in conformity with Contractor's Budget and this Agreement shall immediately be returned to the Local Government.

17. No addition, alteration, amendment, or modification of the terms of this Agreement, nor verbal understandings of the parties, their officers, agents or employees, shall be valid unless reduced to writing and executed by the parties hereto.

18. Contractor may not assign this Agreement in whole or in part without the prior written consent of the Local Government.

19. This Agreement supersedes all prior Agreements and understandings of the parties hereto relating to Local Government Funds to be paid Contractor by the Local Government during the calendar year **2025** and, upon execution of this Agreement by all the parties hereto, all such prior agreements and understandings shall tenninate except as otherwise provided therein.

20. Enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Local Government and the Contractor, and nothing contained in this Agreement shall give or allow any claim or right of action by any other or third person under this Agreement. It is the express intention of the Local Government and the Contractor that any person other than the City, County, or the Contractor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only. A waiver by any party to this Agreement of the breach of any tenn or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

21. Notice shall be deemed to have been duly given if mailed first class mail, postage prepaid to:

**LOCAL GOVERNMENT:**
c/o Melsisa Cook, Housing and Citizen Services Director City of Pueblo
1 City Hall Place, Pueblo, CO 81003

With a copy to: Heather Graham, Mayor
City of Pueblo
1 City Hall Place, Pueblo, CO 81003

Carla Sikes, City Attorney
503 N. Main Street, Suite 203, Pueblo, CO 81003

and to

Cynthia Mitchell, County Attorney
215 West 10th Street, Pueblo, CO 81003

CONTRACTOR - at its address stated on the first page hereof;

Or such other address as Contractor or City or County shall hereafter designate in writing delivered to the other party.

22. 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.

23. The person or persons signing below on behalf of Contractor represent and warrant that such person or persons has the requisite authority to execute this Agreement for and on behalf of Contractor and legally bind Contractor thereto.

IN WITNESS WHEREOF, the City, County and Contractor have caused this Agreement to be signed as of the Effective Date.

**LOCAL GOVERNMENT:**

**CITY OF PUEBLO, A MUNICIPAL CORPORATION**

By _____

Heather Graham, Mayor

Date: _____

**ATTEST:**

_____

City Clerk

Date: _____

**COUNTY OF PUEBLO**

By _____

Date: .....

_____

Director,
Pueblo County Office of Budget and Finance

Date: .....

**APPROVED AS TO FORM:**

_____

City Attorney

Date: _____

**CSAC Recipient:**

Print Name: _____

Print Title: _____

Authorized Signature: _____

**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.

Dated _____, 20_____.

Signature: _____

Name: _____

Title: _____

For purposes of responding to question (b) above, an “affiliated party” includes (1) any person who is the named beneficiary or co-beneficiary on the PERA account of the PERA Retiree; (2) any person who is a relative of the PERA Retiree by blood or adoption to and including parents, siblings, half-siblings, children, and grandchildren; (3) any person who is a relative of the PERA Retiree by marriage to and including spouse, spouse’s parents, stepparents, stepchildren, stepsiblings, and spouse’s siblings; and (4) any person or entity with whom the PERA Retiree has an agreement to share or otherwise profit from the performance of services for the City of Pueblo by the PERA Retiree other than the PERA Retiree’s regular salary or compensation.

**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** April 13, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

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

SUBJECT: AN ORDINANCE APPROVING AND ACCEPTING A GRANT FROM THE COLORADO DEPARTMENT OF LOCAL AFFAIRS IN THE AMOUNT OF $49,950.00 FOR PREDEVELOPMENT FUNDING; AUTHORIZING THE MAYOR TO SIGN THE GRANT AGREEMENT, ESTABLISHING PROJECT HS2601, AND BUDGETING AND APPROPRIATING $49,950.00 TO PROJECT NO.HS2601

## SUMMARY:

Attached is an Ordinance approving and accepting a grant in the amount of $49,950.00 from the Colorado Department of Local Affairs to complete pre-development work for the physical site located at 1300-Blk of East 4th and the 1300-Blk of East 5th. This Ordinance establishes, budgets and appropriates the grant funds to Project No. HS2601 and authorizes the Mayor to sign the Grant Agreement.

## PREVIOUS COUNCIL ACTION:

Not Applicable.

## BACKGROUND:

The City of Pueblo has been awarded a grant in the amount of $49,950.00 from the Colorado Department of Local Affairs (DOLA) to support pre-development activities for the properties located in the 1300 block of East 4th Street and the 1300 block of East 5th Street. These parcels are City-owned and have been identified as priority sites for future affordable housing development.

As part of the City's broader strategy to reduce barriers to development, encourage public-private partnerships, and stimulate investment in underutilized areas, the City released a Request for Information (RFI) in January to identify qualified developers interested in partnering on this project. Advancing the sites toward development readiness is a critical next step in attracting and securing a development partner.

The DOLA grant will fund essential pre-development work, including but not limited to engineering analysis, environmental review, appraisals, surveying, and other technical studies necessary to prepare the sites for affordable housing construction. These activities will help clarify site conditions, reduce uncertainty for potential developers, and strengthen the feasibility of future housing projects.

This Ordinance approves and accepts the DOLA grant, establishes and appropriates the funds into Project No. HS2601, and authorizes the Mayor to execute the Grant Agreement on behalf of the City.

**FINANCIAL IMPLICATIONS:**

There are no matching funds required for this grant. Accepting this grant will bring additional funding to the City to repair the aging housing stock.

**BOARD/COMMISSION RECOMMENDATION:**

Not applicable to this Ordinance.

**STAKEHOLDER PROCESS:**

Not applicable to this Ordinance.

**ALTERNATIVES:**

If the proposed Ordinance is not approved, the grant will not be accepted.

**RECOMMENDATION:**

Approval of the Ordinance.

**ATTACHMENTS:**

1. Grant Agreement Affordable Rental Agreement Program

ORDINANCE NO.

AN ORDINANCE APPROVING AND ACCEPTING A GRANT FROM THE COLORADO DEPARTMENT OF LOCAL AFFAIRS IN THE AMOUNT OF $49,950.00 FOR PREDEVELOPMENT FUNDING; AUTHORIZING THE MAYOR TO SIGN THE GRANT AGREEMENT, ESTABLISHING PROJECT HS2601, AND BUDGETING AND APPROPRIATING $49,950.00 TO PROJECT NO.HS2601

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

SECTION 1.

Affordable Rental Program Agreement dated February 9, 2026 (“Agreement”) between the City of Pueblo, a Colorado Municipal Corporation, and the Colorado Department of Local Affairs, to assist with the pre-development of existing properties suitable for the purpose of providing or developing affordable rental opportunities at or below 100% of the area median income, 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 on behalf of the City of Pueblo, a Colorado Municipal Corporation, and the City Clerk is authorized to affix the seal of the City thereto and attest the same.

SECTION 3.

Project No. HS2601 is hereby established.

SECTION 4.

Funds in the amount of $49,950.00 shall be accepted pursuant to the Agreement and budgeted and appropriated to Project No. HS2601.

SECTION 5.

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

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

Docusign Envelope ID: 2D6040C9-616E-4607-BFC2-BED78E5D464C

POGG1 Terms and Conditions:
https://osc.colorado.gov/model-small-dollar-grant-awards-and-content

| | |
|---|---|
| Program Approval | |
| Initials: BS FM | 1/8/2026 \| 10:15 AM MST |

HDG

# Purchase Authorization and Competitive Source Procurement Form
# Purchase Order

| | | |
|---|---|---|
| State Agency<br>Department of Local Affairs (Division of Housing) | Solicitation Method - N/A | CMS Number<br>203139 |
| PO Purpose:<br>City of Pueblo is being provided with funds to assist with the pre-development of existing properties suitable for the purpose of providing or developing affordable rental opportunities for qualifying households at or below 100% Area Median Income. | Performance Start Date<br>Effective Date | PO Expiration Date<br>01/31/2027 |

| Accounting Template/Coding: | Amount |
|---|---|
| Pre-Development Costs NHAA, NC002230N, HDG-26, HDG-26GC00, HG2600, HDG-26 | $49,950 |
| | |
| | |
| | |
| | |
| Total | $49,950 |

| | |
|---|---|
| DOH Budget Approval:<br>Signed by: Viktor Bojilov 0553ED12A43E425...<br>1/16/2026 \| 8:51 AM MST | EDO Approval: (Purchases $5000 and over)<br>Signed by: Maulid Miskell 590E1B45E7884A4...<br>1/20/2026 \| 8:51 PM MST |
| HR Approval: (Personal Services > $5000) | Procurement Approval:<br>DocuSigned by: Brenda Lyan A30294D6FBFF442...<br>1/26/2026 \| 4:57 PM MST |

| | |
|---|---|
| Vendor: City of Pueblo<br>PO BOX 1427<br>Pueblo, CO 81002-1427<br>VCUST VC*14170 Address ID CN002 EFT - Y | CORE: DOLA Accounting Approval<br>Signed by: Stewart Schuster AE3EDC30DE904F5...<br>2/2/2026 \| 2:54 PM MST |
| CORE:PO Encumbrance<br>POGG1 2026*3002 | CORE: Procurement Approval<br>DocuSigned by: Brenda Lyan A30294D6FBFF442...<br>2/9/2026 \| 12:46 PM MST |

Docusign Envelope ID: 2D6040C9-616E-4607-BFC2-BED78E5D464C

# Affordable Rental Program
# AGREEMENT

Between

STATE OF COLORADO DEPARTMENT OF
LOCAL AFFAIRS

And

City of Pueblo

PARTIES: This Purchase Order Agreement is entered into by and between City of Pueblo (hereinafter called “Agency”), and the STATE OF COLORADO acting by and through the Department of Local Affairs DIVISION OF HOUSING (hereinafter called the “State” or “DOLA”).

EFFECTIVE DATE AND NOTICE OF NONLIABILITY: This Agreement shall not be effective Or enforceable until it is approved and signed by the Colorado State Chief Procurement Officer or designee (hereinafter called the “Effective Date”). State shall not be liable to pay or reimburse Agency for any performance hereunder, including, but not limited to costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date or after termination of the Agreement.

USE OF FUNDS: Agency is being provided with funds to assist with the pre-development of existing properties suitable for the purpose of providing or developing affordable rental opportunities for qualifying households at or below 100% Area Median Income.

BUDGET: Funds shall be used only for eligible costs incurred in performing activities as listed and described in §5.2. Provider will submit a Payment Request Form with each funds request. Expenses are paid by the State on a reimbursement basis paid upon receipt of completed monthly Payment Request Form, including proof of payment and eligible activities. Participant eligibility will be maintained in Provider’s participant files.

Docusign Envelope ID: 2D6040C9-616E-4607-BFC2-BED78E5D464C

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

*** Persons signing for Agency hereby swear and affirm that they are authorized to act on Agency's behalf and acknowledge that the State is relying on their representations to that effect.**

**AGENCY**
**City of Pueblo**

By: Heather Graham
Name of Authorized Individual

Title: Mayor
Official Title of Authorized Individual

Signed by:
Heather Graham
3A85950B7BCA462...
*Signature

Date: 1/20/2026 | 7:54 AM MST

**STATE OF COLORADO**
Jared S. Polis, Governor
**DEPARTMENT OF LOCAL AFFAIRS**
Maria De Cambra, Executive Director

By: Signed by: Maulid Miskell
Maria De Cambra, Executive Director

Date: 1/20/2026 | 8:51 PM MST

In accordance with Colorado Revised Statutes, this Agreement is not valid until signed and dated below by the State Chief Procurement Officer or an authorized delegate (the **"Effective Date"**).

**STATE CHIEF PROCUREMENT OFFICER**
**Sherri Maxwell**

By: DocuSigned by: Brenda Lujan
Brenda Lujan, Contracts and Procurement Manager
Department of Local Affairs

**Effective Date:** 2/9/2026 | 12:46 PM MST

Docusign Envelope ID: 2D6040C9-616E-4607-BFC2-BED78E5D464C

COLORADO
Department of Local Affairs
Division of Housing

November 18, 2025

Heather Graham, Mayor
City of Pueblo
PO Box 1427
Pueblo, CO 81002

RE: 35109 1302 E. 5th St.- Predevelopment Grant

Dear Heather Graham:

The staff of the Colorado Division of Housing reviewed the application from the City of Pueblo and has recommended funding for the application. I concur with the staff's recommendation and am offering to enter into a Housing Development Grant (HDG) predevelopment agreement in the amount of up to $49,950 by May 31, 2026. The following is a list of eligible activities:

Predevelopment

A federal Release of Funds letter is not required for this funding source. The funds may not be obligated before an agreement has been negotiated and fully executed. Expenditures made prior to the full execution of an agreement cannot be reimbursed by the State.

Congratulations on the receipt of this award and best wishes to you on the successful completion of your project. Please contact Erin McNab at 720-788-2352 or erin.mcnab@state.co.us for information on how to proceed.

Sincerely,

Maria De Cambra
Executive Director

Cc: Nick Hinrichsen, Senator, District 3
Matthew Martinez, Representative, District 62
Amy White-Tanabe, DLG Regional Manager

Docusign Envelope ID: 2D6040C9-616E-4607-BFC2-BED78E5D464C

## Exhibit A, Applicable Laws

Laws, regulations, and authoritative guidance applicable to this Agreement include, without limitation:

1. Age Discrimination Act of 1975, 42 U.S.C. 6101, et seq.
2. Age Discrimination in Employment Act of 1967, 29 U.S.C. 621, et seq.
3. Americans with Disabilities Act of 1990, 42 U.S.C. 12101, et seq.
4. Equal Pay Act of 1963, 29 U.S.C. 206(d)
5. Immigration Reform and Control Act of 1986, Pub. L. No. 99-603, 100 Stat. 3359
6. Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, implementing regulations at 24 CFR Part 8
7. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, et seq.
8. Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e, et seq.
9. Title IX of the Education Amendments of 1972, 20 U.S.C. 1681, et seq.
10. §24-34-301, *et seq*., C.R.S. (Colorado Civil Rights)
11. Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, implementing regulations at 24 CFR Part 135
12. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601, et seq., implementing regulations at 49 CFR Part 24
13. Davis-Bacon Act, 40 U.S.C. 3141, et seq., implementing regulations at 29 CFR Parts 1, 3, 5, 6, and 7.
14. Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701, et seq., implementing regulations at 29 CFR Part 5.
15. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (the "Uniform Guidance"), 2 CFR Part 200.
16. Colorado Local Government Audit Law, §29-1-601, et seq., C.R.S.
17. Colorado Housing Act of 1970, §24-32-701, *et seq*., C.R.S.
18. §24-75-601, *et seq*., C.R.S. (Funds – Legal Investments)
19. McKinney–Vento Homeless Assistance Act of 1987 (Pub. L. 100-77, July 22, 1987, 101 Stat. 482, 42 U.S.C. § 11301 et seq.).
20. HOME Investment Partnerships Program Final Rule at 24 CFR Part 92.

**Remainder of this Page Intentionally Left Blank**

Docusign Envelope ID: 2D6040C9-616E-4607-BFC2-BED78E5D464C

## EXHIBIT B, STATEMENT OF WORK

**1. GENERAL**.

**1.1 Project Description**. The Grantee is being provided with funds (the "Grant Funds") to assist with the predevelopment of existing properties suitable for the purpose of providing or developing affordable rental opportunities qualifying households at or below 100% Area Median Income (the "Project").

**1.2 Service Area**. Performance of services for this Agreement shall occur in Pueblo County.

**1.3 Grantee's Obligations**.

**1.3.1** Grantee shall complete the Project, administer this Agreement, and provide required documentation to the State as specified herein.

**1.3.2** Grantee shall enter into a written agreement(s), the content of which meets DOLA's requirements, with the following individuals or entities prior to disbursing any funds:

**1.3.2.1** All Subcontractors engaged by Grantee to aid in the performance of the Work.

**1.3.3** Grantee's rights and obligations under this Statement of Work are personal and may not be transferred or assigned without the prior, written consent of DOH. 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 Agreement.

**1.4 Time of Performance**. Grantee shall commence performance of its obligations on the (est) Performance Start Date and complete its obligations on or before the PO Expiration Date as listed on page 1 of this Agreement.

**2. DEFINITIONS.**

**2.1 Other Funds**. "Other Funds" means funding provided or to be provided by other federal, state, local, or private sources for the Project. Other Funds are good faith estimates and do not include Grant Funds.

**2.2 Substantial Completion**. "Substantial Completion" means DOLA's receipt document in such form and substance as DOLA reasonably determines to be acceptable to meet the Agreement purposes and requirements.

**2.3 Work**. "Work" means the services performed pursuant to this Agreement.

**3. DELIVERABLES.**

**3.1 Outcome**. Project Completion in accordance with C.R.S. 24-32-721, the Grantee's grant application, the Performance Measures set forth below, and the other terms and conditions of this Purchase Order Grant Agreement.

Docusign Envelope ID: 2D6040C9-616E-4607-BFC2-BED78E5D464C

**3.2 Performance Measures.** Grantee shall comply with the following Milestones and Target Dates:

| Milestone/Grantee shall: | Target Date: |
|---|---|
| Submit Quarterly Performance Report | Per §7.4.1 |
| Submit Project Completion Report | Per §7.4.2 |

**4. KEY PERSONNEL.**

**4.1 Responsible Administrator.** Grantee's performance hereunder shall be under the direct supervision of the individual identified below, an employee or agent of Grantee, who is hereby designated as a key person and the Responsible Administrator of this project:

Melissa Cook
2631 E. 4th Street
Pueblo, CO 81001
mcook@pueblo.us

**4.2 Other Key Personnel.** Heather Graham, Signatory Authority/Mayor, hgraham@pueblo.us

**4.3 DOH Asset Manager.** Brittany Thigpen, brittany.thigpen@state.co.us

**4.4 Replacement Personnel.** If any Grantee Key Personnel cease to serve, Grantee shall immediately notify DOH of such event in writing. Replacement of Grantee Key Personnel shall be subject to DOH approval. Requests to replace Grantee Key Personnel shall be made in writing and shall include, without limitation, the name of the person, their qualifications, and the effective date of the proposed change.

**5. FUNDING.**

The amount of funding provided by the State is limited to the Amount shown on Page 1 of this Agreement and is shown in the table in **§5.2.1** as "Grant Funds (DOLA)". The Grant Funds shall be used for solely for activities shown in table in **§5.2.1**.

**5.1 Other Funds**. Grantee shall provide all funds necessary to complete the Project. All Sources listed below are good faith estimates.

**5.2 Project Budget.**

**5.2.1 Grant Funds (DOLA).** Costs eligible for payment with DOLA Grant Funds are limited to the items and amounts listed in the table below (subject to any line item adjustments made pursuant to **§5.4.1)**.

| Eligible Use | Amount |
|---|---|
| Pre-Development Costs | $49,950 |
| **Total** | **$49,950** |

**6. PAYMENT.**

Payments to Grantee shall be made in accordance with this **§6** of this Statement of Work.

6.1 **Payment Schedule**. Grantee shall submit all payment requests in a timely manner. Unless otherwise agreed to by DOH, Grantee shall submit payment requests once per month on or before the 20th of each month. Eligible expenses incurred by Grantee

Docusign Envelope ID: 2D6040C9-616E-4607-BFC2-BED78E5D464C

during any calendar month shall be included in the following month's pay request. Grantee shall submit payment requests to the DOH Asset Manager listed in **§4.3**. The DOH Asset Manager shall review the payment request and, if approved, shall submit the pay request to DOLA accounting for its review, approval and payment. Within fifteen (15) calendar days of receipt of the Grant Funds, Grantee shall submit proof of payment of all cost estimates.

| Payment | Amount | |
|---|---|---|
| Monthly Payments | Up to total | Paid upon DOLA's receipt and approval of a written request for payment and expense documentation of eligible costs, beneficiary data and all required reports. |
| **Total** | **$49,950** | n/a |

6.2 **Remittance Address**. If mailed, payments shall be remitted to the following address:
City of Pueblo
2631 E. 4th Street
Pueblo, CO 81001

**6.3 Interest**. If advance payments are authorized, Grantee or Subgrantee may keep interest earned from Grant Funds up to $500 per year for administrative expenses. All interest earned in excess of $500 shall be remitted to DOLA.

**6.4 Withholding of Payments**. In addition to any other rights that the State has with respect to enforcement of this Agreement, DOH may, at its discretion, withhold its approval of payment requests submitted by Grantee pursuant to **§6.1** pending Grantee's submission and DOH's review and approval of any reporting required pursuant to the terms of this Agreement**.**

## 7. ADMINISTRATIVE REQUIREMENTS – STATE.

Grantee shall administer Grant Funds in accordance with the requirements of this Agreement, Division of Housing (DOH) Guidelines, and this Statement of Work.

**7.1 Accounting**. Grantee shall maintain segregated accounts of Grant Funds and Other Funds associated with the Project and make those records available to the State upon request. All receipts and expenditures associated with the Project shall be documented in a detailed and specific manner, in accordance with the Project Budget in **§5.2** above.

Docusign Envelope ID: 2D6040C9-616E-4607-BFC2-BED78E5D464C

**7.2** **Audit Report**. If an audit is performed on Grantee's records for any fiscal year covering a portion of the term of this Agreement or any other grants/contracts with DOLA, Grantee shall submit the final audit report, including a report in accordance with the Single Audit Act and 2 CFR 200.500 et seq., to:

Department of Local Affairs
Accounting & Financial Services
1313 Sherman Street, Room 323
Denver, CO 80203, or
email to: dola.audit@state.co.us, and
dola_doh_loans@state.co.us

**7.3** **Reporting**. Grantee shall submit to DOLA the reports listed below in a format acceptable to the State. If such reports are not submitted in a timely manner, the State may withhold payments to Grantee as provided in **§6** of this Statement of Work.

**7.3.1** **Quarterly Performance Report**. Within twenty (20) calendar days of the end of each quarter.

**7.3.2** **Project Completion Report**. Within thirty (30) calendar days of Substantial Completion, the Grantee shall submit the Project Completion Report including all attachments. If Grantee does not utilize all of the Grant Funds, then Grantee shall provide DOLA with a deobligation letter with the final completion report.

**7.4** **Monitoring**. The State shall monitor this Agreement in accordance with its Risk-Based Monitoring Policy. Final evaluation of the Project will be accomplished when DOLA approves the Project Completion Report.

**END OF STATEMENT OF WORK**

Search

# Contract Details

Back to Top

Record Details | Attachments & Templates | Linked Records | Tasks & Emails | Budget/

## Alerts

You have 7 open tasks.

## Details

**CMS Identification Num** 203139

**Contract Title**

City of Pueblo Pre-Dev
POGG1

**Contract Purpose**

City of Pueblo is being provided with funds to assist with the pre-development of existing properties suitable for the purpose of providing or developing affordable rental opportunities for qualifying households at or below 100% Area Median Income.

**Fiscal Year**

**Contractor/Vendor**

CITY OF PUEBLO
[PO BOX 1427 PUEBLO CO ]

**FEIN** 0615

**Contract Administrator** Carucci, Chris

# Model Small Dollar Grant Awards and Content

# State Controller Policy

**Effective Date:** 10/12/2023; Revised 3/27/2025

**Approved by:** Robert Jaros, CPA, MBA, JD, Colorado State Controller

## Background

This is a State Controller Contract, Grant, and Purchase Order Policy under the State Fiscal Rules. All Small Dollar Grant Awards shall use one of the approved models Small Dollar Grant Award or Grant Agreement forms described in Fiscal Rule 3-4 unless the State Agency or Institution of Higher Education (IHE) has obtained the prior written approval from the Office of the State Controller (OSC).

## Available Model Small Dollar Grant Awards

The following model Small Dollar Grant Awards may be used by State Agencies and IHEs without additional approval from the OSC:

- Financial System Generated Small Dollar Grant Awards. This model is the system-generated document resulting from a Colorado Operations Resource Engine (CORE) POGG1 encumbrance or through another

approved state financial system, which also explicitly references a link to the State of Colorado Small Dollar Grant Award Terms and Conditions that are attached to this policy. This model does not include other documents with a similar or the same appearance as one of these documents that is not generated within the financial system

- Other Approved Forms. A State Agency or IHE, at the discretion of the State Agency's or IHE's Procurement Official or State Controller delegate, may request other approved forms from the OSC.
- Backup Forms. If CORE or the approved state financial system used by the State Agency or IHE is unavailable for an extended period of time when a Small Dollar Grant Award must be issued, the State Agency or IHE, with the prior approval of the OSC, may use a backup form with the same or substantially similar appearance as one of the documents described in §1)a.

## Modifications of Model Small Dollar Grant Awards

A State Agency or Institution of Higher Education issuing a Small Dollar Grant Award may not modify the State of Colorado Small Dollar Grant Award Terms and Conditions attached to this policy, including Addendum 1: Additional Terms & Conditions for Information Technology ("Addendum"), in any way without prior written approval of the OSC.

- Exception. The Office of Information Technology (OIT) may modify the provisions of Addendum for the State of Colorado Small Dollar Grant Awards specifically issued by OIT with the prior written approval of the Procurement Official of OIT or authorized delegate, without obtaining additional approval from OSC.
- Unauthorized Modifications. Except as described in §2)a., the failure of a State Agency or IHE to obtain approval from the OSC prior to issuing a Small Dollar Grant Award with modified the State of Colorado Small Dollar Grant Award Terms and Conditions shall constitute a violation of Fiscal Rule 3-4, §§ 4.1.7. and 5.1.

## Small Dollar Grant Award Exhibits and References

All Small Dollar Grant Awards shall either include or specifically reference the State of Colorado Small Dollar Grant Award Terms and Conditions by hyperlink or, if modified in accordance with §2), attach the modified State of Colorado Small Dollar Grant Award Terms and Conditions and shall clarify on the Small Dollar Grant Award that the attached modified State of Colorado Small Dollar Grant Award Terms and Conditions shall govern the Small Dollar Grant Award in lieu of the State of Colorado Small Dollar Grant Award Terms and Conditions referenced by hyperlink. Small Dollar Grant Awards shall also include any additional exhibits, based on the nature of the work performed under the Small Dollar Grant Award, as required by any other state and/or federal agency with authority over that type of work or by any entity providing funding for the Small Dollar Grant Award, including, but not limited to, the following:

- Additional information technology provisions required by OIT.
- Additional provisions required to comply with the Office of Management and Budget Uniform Guidance, or the Federal Funding Accountability and Transparency Act, or any other applicable federal terms and conditions.

- Any federally required attachments relating to confidential information, such as a Health Information Portability and Accountability Act (HIPAA) Business Associate Addendum or a Federal Tax Information Exhibit.

## State of Colorado Small Dollar Grant Award Terms and Conditions

1. Offer/Acceptance. This Small Dollar Grant Award, together with these terms and conditions (including, if applicable, Addendum 1: Additional Terms and Conditions for Information Technology, and Addendum 2: Additional Terms and Conditions for Federal Provisions, below), and any other attachments, exhibits, specifications, or appendices, whether attached or incorporated by reference (collectively the "Agreement") shall represent the entire and exclusive agreement between the State of Colorado, by and through the agency identified on the face of the Small Dollar Grant Award ("State") and the Subrecipient identified on the face of the Small Dollar Grant Award ("Grantee"). If this Agreement refers to Grantee's bid or proposal, this Agreement is an ACCEPTANCE of Grantee's OFFER TO PERFORM in accordance with the terms and conditions of this Agreement. If a bid or proposal is not referenced, this Agreement is an OFFER TO ENTER INTO AGREEMENT, subject to Grantee's acceptance, demonstrated by Grantee's beginning performance or written acceptance of this Agreement. Any counter-offer automatically cancels this Agreement, unless a change order is issued by the State accepting a counter-offer. Except as provided herein, the State shall not be responsible or liable for any Work performed prior to issuance of this Agreement. The State's financial obligations to the Grantee are limited by the amount of Grant Funds awarded as reflected on the face of the Small Dollar Grant Award.
2. Order of Precedence. In the event of a conflict or inconsistency within this Agreement, such conflict or inconsistency shall be resolved by giving preference to the documents in the following order of priority: (1) if applicable, Addendum 2: Additional Terms and Conditions for Federal Provisions, below; (2) the Small dollar Grant Award document; (3) these terms and conditions (including, if applicable, Addendum 1 below); and (4) any attachments, exhibits, specifications, or appendices, whether attached or incorporated by reference. Notwithstanding the above, if this Agreement has been funded, in whole or in part, with a Federal Award, in the event of a conflict between the Federal Grant and this Agreement, the provisions of the Federal Grant shall control. Grantee shall comply with all applicable Federal provisions at all times during the term of this Agreement. Any terms and conditions included on Grantee's forms or invoices not included in this Agreement are void.
3. Changes. Once accepted in accordance with §1, this Agreement shall not be modified, superseded or otherwise altered, except in writing by the State and accepted by Grantee.
4. Definitions. The following terms shall be construed and interpreted as follows: (a) "Award" means an award of Federal financial assistance, and the grant setting forth the terms and conditions of that financial assistance, that a Non-Federal Entity receives or administer.;(b) "Budget" means the budget for the Work described in this Agreement; (c) "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 CRS §24-11- 101(1); (d) "UCC" means the Uniform Commercial Code in CRS Title 4; (e) "Effective Date" means the date on which this Agreement is issued as shown on the face of the Small Dollar Grant Award; (f) "Federal Award" means an award of federal financial assistance or a cost-reimbursement contract, by a Federal Awarding Agency to the Recipient. "Federal Award" also means an agreement setting forth the terms and conditions of the Federal Award, which terms and conditions shall flow down to

the Award unless such terms and conditions specifically indicate otherwise. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program; (g) "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1; (h) "Grantee" means the party or parties identified as such in the Grant to which these Terms and Conditions apply. Grantee also means Subrecipient; (i) "Grant Funds" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement; (j) "Matching Funds" mean the funds provided by the Grantee to meet cost sharing requirements described in this Agreement; (k) "Non-Federal Entity" means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or Subrecipient; (l) "Recipient" means the State agency identified on the face of the Small Dollar Grant Award; (m) "Subcontractor" means third parties, if any, engaged by Grantee to aid in performance of the Work; (n) "Subrecipient" means an entity that receives a subaward from a pass-through entity to carry out part of a Federal award. The term subrecipient does not include a beneficiary or participant. A subrecipient may also be a recipient of other Federal awards directly from a Federal agency; (o) "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise; and (p) "Work" means the goods delivered or services, or both, performed pursuant to this Agreement and identified as Line Items on the face of the Small Dollar Grant Award.

5. Delivery. Grantee shall furnish the Work in strict accordance with the specifications and price set forth in this Agreement. The State shall have no liability to compensate Grantee for the performance of any Work not specifically set forth in the Agreement.
6. Rights to Materials. [Not Applicable to Agreements issued either in whole in part for Information Technology, as defined in CRS § 24-37.5-102(2); in which case Addendum 1 §2 applies in lieu of this section.] Unless specifically stated otherwise in this Agreement, all materials, including without limitation supplies, equipment, documents, content, information, or other material of any type, whether tangible or intangible (collectively "Materials"), furnished by the State to Grantee or delivered by Grantee to the State in performance of its obligations under this Agreement shall be the exclusive property the State. Grantee shall return or deliver all Materials to the State upon completion or termination of this Agreement.
7. Grantee Records. Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work (including, but not limited to the operation of programs) performed under this Agreement (collectively "Grantee Records"). Grantee must collect, transmit, and store information related to this Agreement in open and machine-readable formats (2 CFR 200.336). Unless otherwise specified by the State, the Grantee shall retain Grantee Records for a period (the "Record Retention Period") of three years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims or audit finding have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight, or indirect costs, and the State, may notify Grantee in writing that the Record Retention Period shall be extended. For

records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property. Grantee shall permit the State, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and transcribe Grantee Records during the Record Retention Period. Grantee shall make Grantee Records available during normal business hours at Grantee's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State. The State, in its discretion, may monitor Grantee's performance of its obligations under this Agreement using procedures as determined by the State. The federal government and any other duly authorized agent of a governmental agency, in its discretion, Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Grantee and this Agreement, and the State shall have the right, in its discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State will monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work. Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee Records that relates to or affects this Agreement or the Work, whether the audit is conducted by Grantee, a State agency or the State's authorized representative, or a third party. If applicable, the Grantee may be required to perform a single audit under 2 CFR 200.501, et seq. Grantee shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

8. Reporting. If Grantee is served with a pleading or other document in connection with an action before a court or other administrative decision- making body, and such pleading or document relates to this Agreement or may affect Grantee's ability to perform its obligations under this Agreement, Grantee shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State. Grantee shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Award. The State or the Federal Awarding Agency 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.
9. Conflicts of Interest. Grantee acknowledges that with respect to this Agreement, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities, or relationships that reasonably may appear to be in conflict with the full performance of Grantee's obligations to the State under this Agreement. If a conflict or appearance of a conflict of interest exists, or if Grantee is uncertain as to such, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement. Grantee certifies that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's Services and Grantee shall not employ any person having such known interests.
10. Taxes. The State is exempt from federal excise taxes and from State and local sales and use taxes.
11. Payment. Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Agreement that exceeds the Document Total shown on the face of the Small Dollar Grant Award. The State shall pay Grantee in the amounts and in accordance with

the schedule and other conditions set forth in this Agreement. Grantee shall initiate payment requests by invoice to the State, in a form and manner approved by the State. The State shall pay Grantee for all amounts due within 45 days after receipt of an Awarding Agency's approved invoicing request, or in instances of reimbursement grant programs a request for reimbursement, compliant with Generally Accepted Accounting Principles (GAAP) and, if applicable Government Accounting Standards Board (GASB) of amount requested. Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate set forth in CRS §24-30-202(24) until paid in full. Interest shall not accrue if a good faith dispute exists as to the State's obligation to pay all or a portion of the amount due. Grantee shall invoice the State separately for interest on delinquent amounts due, referencing the delinquent payment, number of day's interest to be paid, and applicable interest rate. The acceptance of an invoice shall not constitute acceptance of any Work performed under this Agreement. Except as specifically agreed in this Agreement, Grantee shall be solely responsible for all costs, expenses, and other charges it incurs in connection with its performance under this Grantee.

12. Term. The parties' respective performances under this Agreement shall commence on the "Service From" date identified on the face of the Small Dollar Grant Award, unless otherwise specified, and shall terminate on the "Service To" date identified on the face of the Small Dollar Grant Award unless sooner terminated in accordance with the terms of this Agreement.
13. Payment Disputes. If Grantee disputes any calculation, determination or amount of any payment, Grantee shall notify the State in writing of its dispute within 30 days following the earlier to occur of Grantee's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Grantee and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.
14. Matching Funds. Grantee shall provide Matching Funds, if required by this Agreement. If permitted under the terms of the grant and per this Agreement, Grantee may be permitted to provide Matching Funds prior to or during the course of the project or the match will be an in-kind match. Grantee shall report to the State regarding the status of such funds upon request. Grantee's obligation to pay all or any part of any Matching Funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Grantee and paid into Grantee's treasury or bank account. Grantee represents to the State that the amount designated "Grantee's Matching Funds" pursuant to this Agreement, has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account. Grantee does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement 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.
15. Reimbursement of Grantee Costs. If applicable, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Agreement for all allowable costs described in the grant 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, and received approval from the State of the change, the change does not modify the total maximum amount of this Agreement, and the

change does not modify any requirements of the Work. If applicable, the State shall reimburse Grantee for the properly documented allowable costs related to the Work after review and approval thereof, subject to the provisions of this Agreement. However, any costs incurred by Grantee prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs. Grantee's costs for Work performed after the "Service To" date identified on the face of the Small Dollar Grant Award, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. The State shall only reimburse allowable costs described in this Agreement and shown in the Budget if those costs are (a) reasonable and necessary to accomplish the Work, and (b) equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the costs actually incurred).

16. Close-Out. Grantee shall close out this Award within 45 days after the "Service To" date identified on the face of the Small Dollar Grant Award, including any modifications. To complete close-out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Agreement and Grantee's final reimbursement request or invoice. In accordance with the Agreement, the State may withhold a percentage of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.
17. Assignment. Grantee's rights and obligations under this Agreement may not be transferred or assigned without the prior, written consent of the State and execution of a new agreement. Any attempt at assignment or transfer without such consent and new agreement 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 Agreement.
18. Subcontracts. Grantee shall not enter into any subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Grantee shall submit to the State a copy of each subcontract upon request by the State. All subcontracts entered into by Grantee in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement.
19. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations in accordance with the intent of the Agreement.
20. Survival of Certain Agreement Terms. Any provision of this Agreement that imposes an obligation on a party after termination or expiration of the Agreement shall survive the termination or expiration of the Agreement and shall be enforceable by the other party.
21. Third Party Beneficiaries. Except for the parties' respective successors and assigns, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to the Agreement, and do not create any rights for such third parties.
22. Waiver. A party's failure or delay in exercising any right, power, or privilege under this Agreement, 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.
23. Indemnification. [Not Applicable to Inter-governmental agreements] Grantee shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees

and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Grantee, or its employees, agents, Subcontractors, or assignees in connection with this Agreement. This shall include, without limitation, any and all costs, expenses, claims, damages, liabilities, court awards and other amounts incurred by the Indemnified Parties in relation to any claim that any work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right or any claim for loss or improper disclosure of any confidential information or personally identifiable information. If Grantee is a public agency prohibited by applicable law from indemnifying any party, then this section shall not apply.

24. Notice. All notices given under this Agreement shall be in writing, and shall be delivered to the contacts for each party listed on the face of the Small Dollar Grant Award. Either party may change its contact or contact information by notice submitted in accordance with this section without a formal modification to this Agreement.
25. Insurance. Except as otherwise specifically stated in this Agreement or any attachment or exhibit to this Agreement, Grantee shall obtain and maintain insurance as specified in this section at all times during the term of the Agreement: (a) workers' compensation insurance as required by state statute, and employers' liability insurance covering all Grantee employees acting within the course and scope of their employment, (b) Commercial general liability insurance written on an Insurance Services Office occurrence form, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: $1,000,000 each occurrence; $1,000,000 general aggregate; $1,000,000 products and completed operations aggregate; and $50,000 any one fire, and (c) Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of $1,000,000 each accident combined single limit. If Grantee will or may have access to any protected information, then Grantee shall also obtain and maintain insurance covering loss and disclosure of protected information and claims based on alleged violations of privacy right through improper use and disclosure of protected information with limits of $1,000,000 each occurrence and $1,000,000 general aggregate at all times during the term of the Small Dollar Grant Award. Additional insurance may be required as provided elsewhere in this Agreement or any attachment or exhibit to this Agreement. All insurance policies required by this Agreement shall be issued by insurance companies with an AM Best rating of A-VIII or better. If Grantee is a public agency within the meaning of the Colorado Governmental Immunity Act, then this section shall not apply and Grantee shall instead comply with the Colorado Governmental Immunity Act.
26. Termination Prior to Grantee Acceptance. If Grantee has not begun performance under this Agreement, the State may cancel this Agreement by providing written notice to the Grantee.
27. Termination for Cause. If Grantee refuses or fails to timely and properly perform any of its obligations under this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, the State may notify Grantee in writing of non-performance and, if not corrected by Grantee within the time specified in the notice, terminate Grantee's right to proceed with the Agreement or such part thereof as to which there has been delay or a failure. Grantee shall continue performance of this Agreement to the extent not terminated. Grantee shall be liable for excess costs incurred by the State in procuring similar Work and the State may withhold such amounts, as the State deems necessary. If after rejection, revocation, or other termination of Grantee's right to proceed under the Colorado Uniform Commercial Code (CUCC) or this clause, the State determines for any reason that Grantee was not in default or the delay was excusable, the rights and obligations of the State and Grantee shall be the same as if the notice of termination had been issued pursuant to termination under §28.

28. Termination in Public Interest. The State is entering into this Agreement for the purpose of carrying out the public interest of the State, as determined by its Governor, General Assembly, Courts, or Federal Awarding Agency. If this Agreement ceases to further the public interest of the State as determined by its Governor, General Assembly, Courts, or Federal Awarding Agency, the State, in its sole discretion, may terminate this Agreement in whole or in part and such termination shall not be deemed to be a breach of the State's obligations hereunder. This section shall not apply to a termination for cause, which shall be governed by §27. A determination that this Small Dollar Grant Award should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. The State shall give written notice of termination to Grantee specifying the part of the Agreement terminated and when termination becomes effective. Upon receipt of notice of termination, Grantee shall not incur further obligations except as necessary to mitigate costs of performance. The State shall pay the Agreement price or rate for Work performed and accepted by State prior to the effective date of the notice of termination. The State's termination liability under this section shall not exceed the total Agreement price.
29. Termination for Funds Availability. The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Grantee beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Grant Funds, the State's obligation to pay Grantee shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State's liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Work performed and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in §28.
30. Grantee's Termination Under Federal Requirements. If the Grant Funds include any federal funds, then Grantee may request termination of this Grant by sending notice to the State, or to the Federal Awarding Agency with a copy to the State, which includes the reasons for the termination and the effective date of the termination. If this Grant is terminated in this manner, then Grantee shall return any advanced payments made for Work that will not be performed prior to the effective date of the termination.
31. Governmental Immunity. Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., 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, CRS §§24-30-1501, et seq. 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.
32. Grant Recipient. Grantee shall perform its duties hereunder as a grant recipient 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. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Grantee 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 Grantee or any of its agents or employees.

Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Grantee 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.

33. Compliance with Law. Grantee 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.
34. Choice of Law, Jurisdiction and Venue. [Not Applicable to Inter-governmental agreements] Colorado law, 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 which 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 City and County of Denver. Any provision incorporated herein by reference which purports to negate this or any other provision in this Agreement 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 or for any other reason shall not invalidate the remainder of this Agreement, to the extent capable of execution. Grantee shall exhaust administrative remedies in CRS §24-109-106, prior to commencing any judicial action against the State regardless of whether the Colorado Procurement Code applies to this Agreement.
35. Prohibited Terms. Nothing in this Agreement shall be construed as a waiver of any provision of CRS §24-106-109. Any term included in this Agreement that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee’s liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with that statute in any way shall be void ab initio.
36. Public Contracts for Services. [Not Applicable to offer, issuance, or sale of securities, investment advisory services, fund management services, sponsored projects, intergovernmental grant agreements, or information technology services or products and services] Grantee certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5- 102(5)(c), Grantee shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract or agreement with a Subcontractor that fails to certify to Grantee that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Grantee shall (a) not use E-Verify Program or Department program procedures to undertake pre- employment screening of job applicants during performance of this Agreement, (b) notify Subcontractor and the State within three days if Grantee has actual knowledge that Subcontractor is employing or contracting with an illegal alien for work under this Agreement, (c) terminate the subcontract if Subcontractor does not stop employing or contracting with the illegal alien within three days of receiving notice, and (d) comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Grantee participates in the Department program, Grantee shall deliver to the State a written, notarized affirmation that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department

program. If Grantee fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the State may terminate this Agreement for breach and, if so terminated, Grantee shall be liable for damages.

37. Public Contracts with Natural Persons. Grantee, if a natural person 18 years of age or older, hereby swears and affirms under penalty of perjury that the person (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced a form of identification required by CRS §24-76.5-103 prior to the date Grantee begins Work under terms of the Agreement.
38. Whistle Blower Protections. An employee of a grantee must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712. See statutory requirements for whistleblower protections at 10 U.S.C. 4701, 41 U.S.C. 4712, 41 U.S.C. 4304, and 10 U.S.C. 4310.
39. Accessibility. Grantee shall comply with and the Work Product provided under this PO 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(2.4), 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), in in the State of Colorado technology standards. Grantee shall indemnify, save, and hold harmless the Indemnified Parties against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to Grantee's failure to comply with §§24-85-101, et seq., C.R.S., or the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), 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.

## Addendum 1:

Additional Terms & Conditions for Information Technology

IF ANY PART OF THE SUBJECT MATTER OF THIS AGREEMENT IS INFORMATION TECHNOLOGY, AS DEFINED IN CRS § 24-37.5-102 (2), THE FOLLOWING PROVISIONS ALSO APPLY TO THIS AGREEMENT.

A. Definitions. The following terms shall be construed and interpreted as follows: (a) "CJI" means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice

Information Services Security Policy, as amended, and all Criminal Justice Records as defined under CRS §24-72-302; (b) "Incident" means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, pursuant to CRS §§24-37.5-401 et seq.; (c) "PCI" means payment card information including any data related to credit card holders' names, credit card numbers, or the other credit card information as may be protected by state or federal law; (d) "PHI" means any protected health information, including, without limitation any information whether oral or recorded in any form or medium that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual including, without limitation, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act; (e) "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, including, without limitation, all information defined as personally identifiable information in CRS §24-72-501; (f) "State Confidential Information" means any and all State Records not subject to disclosure under the Colorado Open Records Act and includes, without limitation, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under the Colorado Open Records Act, (g) "State Fiscal Rules" means those fiscal rules promulgated by the Colorado State Controller pursuant to CRS §24-30-202(13)(a); (h) "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; (i) "State Records" means any and all State data, information, and records, regardless of physical form; (j) "Tax Information" means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation, including, without limitation all information defined as federal tax information in Internal Revenue Service Publication 1075; and (k) "Work Product" means the tangible and intangible results of the delivery of goods and performance of services, 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, information, and any other results of the Work, but does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

B. Intellectual Property. Except to the extent specifically provided elsewhere in this Agreement, any State information, including without limitation pre-existing State software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials; or Work Product prepared by Grantee in the performance of its obligations under this Agreement shall be the exclusive property of the State (collectively, "State Materials"). All State Materials shall be delivered to the State by Grantee upon completion or termination of this Agreement. The State's exclusive rights in any Work Product prepared by Grantee shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Grantee shall not use, willingly allow, cause or permit any State Materials to be used for any purpose other than the performance of Grantee's obligations hereunder

without the prior written consent of the State. The State shall maintain complete and accurate records relating to (a) its use of all Grantee and third party software licenses and rights to use any Grantee or third party software granted under this Agreement and its attachments to which the State is a party and (b) all amounts payable to Grantee pursuant to this Agreement and its attachments and the State's obligations under this Agreement or any amounts payable to Grantee in relation to this Agreement, which records shall contain sufficient information to permit Grantee to confirm the State's compliance with the use restrictions and payment obligations under this Agreement or to any third party use restrictions to which the State is a party. Grantee retains the exclusive rights, title and ownership to any and all pre-existing materials owned or licensed to Grantee including, but not limited to all pre-existing software, licensed products, associated source code, machine code, text images, audio, video, and third party materials, delivered by Grantee under the Agreement, whether incorporated in a deliverable or necessary to use a deliverable (collectively, "Grantee Property"). Grantee Property shall be licensed to the State as set forth in a State-approved license agreement (a) entered into as exhibits or attachments to this Agreement, (b) obtained by the State from the applicable third party Grantee, or (c) in the case of open source software, the license terms set forth in the applicable open source license agreement. Notwithstanding anything to the contrary herein, the State shall not be subject to any provision incorporated in any exhibit or attachment attached hereto, any provision incorporated in any terms and conditions appearing on any website, any provision incorporated into any click through or online agreements, or any provision incorporated into any other document or agreement between the parties that (a) requires the State or the State to indemnify Grantee or any other party, (b) is in violation of State laws, regulations, rules, State Fiscal Rules, policies, or other State requirements as deemed solely by the State, or (c) is contrary to this Agreement.

C. Information Confidentiality. Grantee shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Grantee shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law, or approved in writing by the State. If Grantee will or may have access to any State Confidential Information or any other protected information, Grantee shall provide for the security of all State Confidential Information in accordance with all applicable laws, rules, policies, publications, and guidelines. Grantee shall comply with all Colorado Office of Information Security ("OIS") policies and procedures which OIS has issued pursuant to CRS §§24- 37.5-401 through 406 and 8 CCR §1501-5 and posted at OIT Technical Standards and Policies (https://oit.colorado.gov/standards-policies-guides/technical-standards-policies), all information security and privacy obligations imposed by any federal, state, or local statute or regulation, or by any industry standards or guidelines, as applicable based on the classification of the data relevant to Grantee's performance under this Agreement. Such obligations may arise from: Health Information Portability and Accountability Act (HIPAA); IRS Publication 1075; Payment Card Industry Data Security Standard (PCI-DSS); FBI Criminal Justice Information Service Security Addendum; Centers for Medicare & Medicaid Services (CMS) Minimum Acceptable Risk Standards for Exchanges; and Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with The Social Security Administration. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

D. 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 Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Agreement, and that the nondisclosure provisions are in force at all times the agent, employee, assign, or Subcontractors has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions if requested by the State.

E. Use, Security, and Retention. Grantee shall use, hold, and maintain State Confidential Information in compliance with any and all applicable laws and regulations only in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information. 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 Agreement, 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.

F. 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. Unless Grantee can establish none of Grantee or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Grantee shall be responsible for the cost of notifying each person who may have been impacted by the Incident. 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. The State may adjust or direct modifications to this plan, in its sole discretion and Grantee shall make all modifications as directed by the State. If Grantee cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Grantee shall reimburse the State for the reasonable actual costs thereof.

G. Data Protection and Handling. Grantee shall ensure that all State Records and Work Product in the possession of Grantee or any Subcontractors are protected and handled in accordance with the requirements of this Agreement at all times. Upon request by the State made any time prior to 60 days following the termination of this Agreement for any reason, whether or not this Agreement is expiring or terminating, Grantee shall make available to the State a complete and secure download file of all data that is encrypted and appropriately authenticated. This download file shall be made available to the State within 10 Business Days following the State's request, and shall contain, without limitation, all State Records, Work Product, and any other information belonging to the State. Upon the termination of Grantee's services under this Agreement, Grantee shall, as directed by the State, return all State Records provided by the State to Grantee, and the copies thereof, to the State or destroy all such State Records and certify to the State that it has done so. If legal obligations imposed upon Grantee prevent Grantee from returning or destroying all or part of the State Records provided by the State, Grantee shall guarantee the confidentiality of all State Records in Grantee's possession and will not actively process such data. The State retains the right to use the established operational services

to access and retrieve State Records stored on Grantee's infrastructure at its sole discretion and at any time.

H. Compliance. If applicable, Grantee shall review, on a semi-annual basis, all OIS policies and procedures which OIS has promulgated pursuant to CRS §§ 24-37.5-401 through 406 and 8 CCR § 1501-5 and posted at http://oit.state.co.us/ois, (http://oit.state.co.us/ois)to ensure compliance with the standards and guidelines published therein. Grantee shall cooperate, and shall cause its Subcontractors to cooperate, with the performance of security audit and penetration tests by OIS or its designee.

I. 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, all State requirements relating to non-disclosure, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall take full responsibility for the security of all PII in its possession or in the possession of its Subcontractors, and shall hold the State harmless for any damages or liabilities resulting from the unauthorized disclosure or loss thereof. Grantee shall be a "Third-Party Service Provider" as defined in CRS §24-73-103(1)(i) and shall maintain security procedures and practices consistent with CRS §§24-73-101 et seq. In addition, as set forth in §24-74-102, et seq., C.R.S., Grantee, including, but not limited to, Grantee'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. If Grantee is given direct access to any State databased containing PII, Grantee shall execute, on behalf of itself and its employees, the Certification PII Individual Certification Form (https://docs.google.com/document/d/169JJP9YJmpBGNF0VbgrIxJeLDGMeE4Gq/edit) or PII Entity Certification Form (https://docs.google.com/document/d/11g8sINO7y_V93-XD39umWASeOslaYMcs/edit) on an annual basis and Grantee's duty shall continue as long as Grantee has direct access to any State databases containing PII. If Grantee uses any subcontractors to perform services requiring direct access to State databases containing PII, the Grantee shall require such subcontractors to execute and deliver the certification to the State on an annual basis, so long as the subcontractor has access to State databases containing PII.

J. Software Piracy Prohibition. The State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Agreement and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restriction

K. Information Technology. To the extent that Grantee provides physical or logical storage of State Records; Grantee creates, uses, processes, discloses, transmits, or disposes of State Records; or Grantee is otherwise given physical or logical access to State Records in order to perform Grantee's obligations under this Agreement, the following terms shall apply. Grantee shall, and shall cause its Subcontractors, to: Provide physical and logical protection for all hardware, software, applications, and data that meets or exceeds industry standards and the requirements of this Agreement; Maintain network, system, and application security, which includes, but is not limited to, network firewalls,

intrusion detection (host and network), annual security testing, and improvements or enhancements consistent with evolving industry standards; Comply with State and federal rules and regulations related to overall security, privacy, confidentiality, integrity, availability, and auditing; Provide that security is not compromised by unauthorized access to workspaces, computers, networks, software, databases, or other physical or electronic environments; Promptly report all Incidents, including Incidents that do not result in unauthorized disclosure or loss of data integrity, to a designated representative of the OIS; Comply with all rules, policies, procedures, and standards issued by the Governor's Office of Information Technology (OIT), including project lifecycle methodology and governance, technical standards, documentation, and other requirements posted at OIT Policies (https://oit.colorado.gov/standards-policies-guides/technical-standards-policies) webpage. Grantee shall not allow remote access to State Records from outside the United States, including access by Grantee's employees or agents, without the prior express written consent of OIS. Grantee shall communicate any request regarding non-U.S. access to State Records to the State. The State, acting by and through OIS, shall have sole discretion to grant or deny any such request.

**Grant Federal Provisions**

If any part of this PO has been funded, in whole or in part, with federal funds, then following provisions shall also apply to this PO.

1. Applicability of Provisions.
    1. The Grant to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.

These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

2. Definitions.
    1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below. For a full list of definitions (as of October 1, 2024) under the Uniform Guidance, see 2 CFR 200.1.
        1. "Award" means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.
        2. "Entity" means:
            1. a non-federal entity;
            2. a non-profit organization or for-profit organization;
        3. "Executive" means an officer, managing partner or any other employee in a management position.

4. “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1
5. “Grant” means the Grant to which these Federal Provisions are attached.
6. “Grantee” means the party or parties identified as such in the Grant to which these Federal provisions are attached. Grantee also means Subrecipient.
7. “Non-Federal Entity” means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.
8. “Nonprofit Organization” organization, that:
    1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
    2. Is not organized primarily for profit; and
    3. Uses net proceeds to maintain, improve, or expand the organization’s operations; and
    4. Is not an IHE.
9. “OMB” means the Executive Office of the President, Office of Management and Budget.
10. “Pass-through Entity” means a recipient or subrecipient that provides a Subaward to a Subrecipient (including lower tier subrecipients) to carry out part of a Federal program. The authority of the pass-through entity under this part flows through the Subaward agreements between the pass-through entity and subrecipient.
11. “Recipient” means the Colorado State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.
12. “Subaward” means an award provided by a pass-through entity to a Subrecipient to contribute to the goals and objectives of the project by carrying out part of a Federal award received by the pass-through entity. The term does not include payments to a contractor, beneficiary or participant.
13. “Subrecipient” means an entity that receives a subaward from a pass-through entity to carry out part of a Federal award. The term subrecipient does not include a beneficiary or participant. A subrecipient may also be a recipient of other Federal awards directly from a Federal agency. Subrecipient also means Grantee.
14. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at the Sam.gov (https://sam.gov/) website.
15. “Total Compensation” means the cash and noncash dollar value an Executive earns during the entity’s preceding fiscal year. This includes all items of compensation as prescribed in 17 CFR 229.402(c)(2).

1. "Transparency Act" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.
2. "Unique Entity ID" (UEI) is the universal identifier for federal financial assistance applicants, as well as recipients and their direct subrecipients (first tier subrecipients).
3. "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

3. Compliance.
    1. Subrecipient shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado, at its discretion, may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
4. System for Award Management (SAM) and Unique Entity ID Requirements.
    1. SAM. Subrecipient must obtain a UEI but are not required to fully register in Sam.gov. Subrecipient shall maintain the currency of its information in SAM until the Subrecipient submits the final financial report required under the Award or receives final payment, whichever is later. Subrecipient shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
    2. Unique Entity ID. Subrecipient shall provide its Unique Entity ID to its Recipient, and shall update Subrecipient's information at http://www.sam.gov (http://www.sam.gov) at least annually after the initial registration, and more frequently if required by changes in Subrecipient's information.
5. Total Compensation.
        1. Subrecipient shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
        2. The total Federal funding authorized to date under the Award is $30,000 or more; and
        3. In the preceding fiscal year, Subrecipient received:
            1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
            2. $25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. Reporting.
   1. Pursuant to the Transparency Act, Subrecipient shall report data elements to SAM and to the Recipient as required in this Exhibit. No direct payment shall be made to Subrecipient for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Grant price. The reporting requirements in this Exhibit are based on guidance from the OMB, and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Grant and shall become part of Subrecipient's obligations under this Grant.
7. Effective Date and Dollar Threshold for Reporting.
   1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is $30,000 or more. If the initial Award is below $30,000 but subsequent Award modifications result in a total Award of $30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds $30,000. If the initial Award is $30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below $30,000, the Award shall continue to be subject to the reporting requirements.
   2. The procurement standards in §9 below are applicable to new Awards made by Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.
8. Subrecipient Reporting Requirements.
   1. Subrecipient shall report as set forth below.
      1. To Recipient. A Subrecipient shall report the following data elements in SAM for each Federal Award Identification Number (FAIN) assigned by a Federal agency to a Recipient no later than the end of the month following the month in which the Subaward was made:
         1. Subrecipient Unique Entity ID;
         2. Subrecipient Unique Entity ID if more than one electronic fund transfer (EFT) account;
         3. Subrecipient parent's organization Unique Entity ID;
         4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
         5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.
         6. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip Code +4, and Congressional District.

2. The Recipient is required to submit this information to the Federal Funding Accountability and Transparency Act Subaward Reporting System (http://www.frsrs.gov/) (FSRS).

9. Procurement Standards.
    1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.
    2. Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
    3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
    4. Never contract with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing “Never contract with the enemy” in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed $50,000 during the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
    5. Prohibition on certain telecommunications and video surveillance equipment or services (2 CFR 200.216). Subrecipient is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.
10. Access to Records.
    1. A Subrecipient shall permit Recipient and its auditors to have access to Subrecipient’s records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Modification to period of performance), 2 CFR 200.337 (Access to Records) and Subpart F-Audit Requirements of the Uniform Guidance.
    2. A Subrecipient must collect, transmit, and store information related to this Subaward in open and machine-readable formats (2 CFR 200.336).
11. Single Audit Requirements.

1. If a Subrecipient expends $1,000,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.
    1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.
    2. Exemption. If a Subrecipient expends less than $1,000,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.
    3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

12. Required Provisions for Subrecipient with Subcontractors.
    1. In addition to other provisions required by the Federal Awarding Agency or the Recipient, Subrecipients shall include all of the following applicable provisions;
        1. For agreements with Subrecipients – Include the terms in the Grant Federal Provisions Exhibit (this exhibit)
        2. For contracts with Subcontractors – Include the terms in the Contract Federal Provisions Exhibit.
13. Certifications.

1. Unless prohibited by Federal statutes or regulations, Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.415. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

14. Exemptions.
    1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
    2. A Subrecipient with gross income from all sources of less than $300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.
15. Event of Default and Termination.
    1. Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of Colorado may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.
        1. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:
            1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;
            2. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
            3. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or
            4. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award

16. Additional Federal Requirements.
    1. Whistle Blower Protections
        1. An employee of a subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712. See statutory requirements for whistleblower protections at 10 U.S.C. 4701, 41 U.S.C. 4712, 41 U.S.C. 4304, and 10 U.S.C. 4310.

## State Controller Policies

- View Policies & Guidance (https://osc.colorado.gov/financial-operations/technical-guidance-policies)
- View Contract Policies (https://osc.colorado.gov/financial-operations/osc-policies-guidance/contract-policies)

## Contact

**Office of the State Controller**
1525 Sherman St.
Denver, CO 80203
Contacts (/contact-list-directories)

DPA Accessibility Support (https://dpa.colorado.gov/dpa-accessibility-support) |

ADA Notice (https://dpa.colorado.gov/dpa-accessibility-support/ada-notice)

## Main Units

- Financial Operations & Reporting (/financial-operations)
- State Purchasing & Contracts Office (/spco)
- CORE Operations (/core-operations)
- Grants (/grants)
- State Office of Risk Management (/sorm)

## Quick Links

- Central Payroll (/financial-operations/central-payroll)
- Travel Fiscal Rule (/financial-operations/fiscal-rules-procedures/travel-fiscal-rule)
- Central Contracts (/spco/ccu)
- Alpha Index (/alpha-index)

Related Sites

Department of Personnel & Administration (https://dpa.colorado.gov)

# Public Notice to All DPA Vendors & Contractors

As of **July 1, 2024**, all digital resources provided or procured by the Department of Personnel & Administration (DPA) must meet all applicable Level A and AA success criteria of the current non-draft version of the Web Content Accessibility Guidelines (WCAG). This includes all websites, software, and other information and communication technology (ICT) created, provided, managed, or maintained by third-parties (vendors and contractors). Learn more at
Public Notice to All DPA Vendors & Contractors (https://dpa.colorado.gov/public-notice-to-all-dpa-vendors-contractors)
.

© 2025 State of Colorado | Transparency Online (https://data.colorado.gov/stories/s/fjyf-bdat) |

General Notices (https://www.colorado.gov/general-notices)

**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** April 13, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

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

SUBJECT: AN ORDINANCE APPROVING AN AGREEMENT TO BUY AND SELL REAL ESTATE BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND HABITAT FOR HUMANITY OF PUEBLO, INC., A COLORADO NONPROFIT ORGANIZATION, RELATING TO THE SALE OF PROPERTY DESCRIBED AS LOT 42 BLK 3 OAKSHIRE HILLS FILING NO. 2 FORMERLY #04-282-32-042, PARCEL # 04-282-42-042, FOR ONE DOLLAR ($1.00), AND AUTHORIZING THE MAYOR TO DO THE SAME

## SUMMARY:

Attached is an Ordinance approving, and authorizing the Mayor to sign, an agreement for the City to sell an unaddressed parcel of unimproved land located in the 1900-Blk of Calderwood Lane, Pueblo, CO 81001 to Habitat for Humanity of Pueblo, Inc., for one dollar ($1.00).

## PREVIOUS COUNCIL ACTION:

Not Applicable.

## BACKGROUND:

The unaddressed property located in the 1900 block of Calderwood Lane was acquired by the City of Pueblo in 2003 from the Housing Authority of the City of Pueblo. The property is more specifically described as:
Parcel Number: 0428242042
Legal Description: Lot 42, Block 3, Oakshire Hills Filing No. 2, formerly #04-282-32-042, County of Pueblo, State of Colorado.
As a condition of the transfer, Habitat for Humanity is required to construct deed-restricted affordable housing on the lots. Construction must begin no later than December 31, 2027. If this requirement is not met, ownership of the properties will revert to the City of Pueblo. This incentive is intended to support nonprofit partners by reducing development costs and enabling the construction of homes targeted to

families earning up to 80 percent of the Area Median Income (AMI) for homeownership opportunities or up to 60 percent of AMI for rental housing.
Habitat for Humanity plans to build a single-family home which will be available for homeownership.
This is being sold under market value as an incentive to help create affordable housing. The property was initially acquired using HOME Investment Partnership Act funding (Federal pass-through) with the intent to create deed-restricted affordable housing.

**FINANCIAL IMPLICATIONS:**

The City will receive $1.00 from the sale. Closing costs and fees will be paid by Habitat for Humanity of Pueblo. The Pueblo Urban Renewal Authority will pay for title insurance. Proceeds of the sale will go to the City's general fund.

After the transfer of this lot, the Department of Housing and Citizen Services will no longer be responsible for the maintenance and upkeep of this lot, reducing ongoing costs.

**BOARD/COMMISSION RECOMMENDATION:**

Not Applicable.

**STAKEHOLDER PROCESS:**

Not Applicable.

**ALTERNATIVES:**

City Council may decide not to sell this property.

**RECOMMENDATION:**

Approval of the Ordinance.

**ATTACHMENTS:**

1. Agreement to Sell Real Estate - Habitat Lot 1 04.02.2026

ORDINANCE NO.

AN ORDINANCE APPROVING AN AGREEMENT TO BUY AND SELL REAL ESTATE BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND HABITAT FOR HUMANITY OF PUEBLO, INC., A COLORADO NONPROFIT ORGANIZATION, RELATING TO THE SALE OF PROPERTY DESCRIBED AS LOT 42 BLK 3 OAKSHIRE HILLS FILING NO. 2 FORMERLY #04-282-32-042, PARCEL # 04-282-42-042, FOR ONE DOLLAR ($1.00), AND AUTHORIZING THE MAYOR TO DO THE SAME

WHEREAS The City of Pueblo acquired this property to be used for deed-restricted affordable housing, and

WHEREAS The City intends to transfer this property below market value as an incentive to help create affordable housing.

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

SECTION 1.

The Agreement to Buy and Sell Real Estate (“Agreement”) dated <>, between the City of Pueblo, a Municipal Corporation, and Habitat for Humanity of Pueblo, Inc., A Colorado Non-profit Organization, a drafted copy of which is attached hereto and is incorporated herein by this reference, 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 and the City Clerk is authorized to fix the seal of the City thereto and attest same. The Mayor is further authorized to execute and deliver the accompanying Special Warranty Deeds and related documents at closing, transferring the property owned by the City to Pueblo Urban Renewal Authority in the manner described in the Agreement.

SECTION 3.

Proceeds from the sale in the amount of $1.00 are to be deposited into General Fund.

SECTION 4.

The officers and staff of the City are authorized to perform any and all acts consistent with this Ordinance and the attached Agreement appropriate to implement the transactions described therein.

SECTION 5.

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

**Action by City Council:**

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

**Action by the Mayor:**

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____
_____
_____
_____

_____
Mayor

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

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

AGREEMENT TO BUY AND SELL REAL ESTATE

THIS AGREEMENT ("Agreement") is made the ____ day of _____, 2026 ("Effective Date"), between the City of Pueblo, a Colorado municipal corporation, (hereinafter called the "Seller"), and Habitat for Humanity of Pueblo, Inc., a nonprofit organization in the State of Colorado (hereinafter called the "Purchaser").

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants, terms and conditions set forth herein, the parties agree as follows:

1. Property Defined. The Seller agrees to sell and convey to the Purchaser, and the Purchaser agrees to purchase from the Seller, all the certain plat, piece, and parcel of land having the following legal descriptions:

Parcel: 04-282-42-042

Legal Description: LOT 42 BLK 3 OAKSHIRE HILLS FILING NO 2 FORMERLY #04-282-32-042

all in the County of Pueblo, State of Colorado

Upon full payment to Purchaser of all sums due, the Property shall be conveyed by Special Warranty Deed ("Deed"), the form of which, marked as Appendix 1, are attached hereto, and incorporated herein by reference. Subject to Purchaser's right to object to title exceptions established by Section 5, the Property shall be conveyed subject to and subordinate to all easements, reservations, restrictions, covenants, limitations, rights-of-way, and conditions of record and zoning and subdivision regulations and regulations of the City of Pueblo and the Permitted Exceptions (as hereinafter defined), which shall be listed as exceptions in the Special Warranty Deed, subject to satisfaction of the conditions listed in this Agreement.

2. Purchase Price. Purchaser shall pay $1.00, to be paid as provided in, and subject to, Paragraph 3 below (the "Purchase Price").

3. Payment of Purchase Price. The Purchase Price for the Property shall be payable at Closing in cash or certified funds.

4. Real Property Taxes. General real property taxes and assessments for tax year 2025, if any, shall be prorated and paid at Closing by the Purchaser on the basis of the 2024 tax year.

5. Title Commitment and Policy. Within ten (10) days of the date hereof and, in any event, at least twenty (20) days prior to the Closing Date, Seller shall order and obtain, and deliver to Purchaser, at Purchaser's expense, a current commitment for extended coverage title insurance in the amount of the Purchase Price, together with legible copies of all documents listed as exceptions therein, and a current certificate of taxes due with respect to the Property, from a title company selected by Seller, and reasonably acceptable to Purchaser, authorized to issue title insurance in the state of Colorado (the "Title Company"), on the current standard form of extended ALTA Owners Policy (collectively, the "Title Commitment"). The Title Company shall promptly provide copies of any amendments or modifications of the Title Commitment to Purchaser. Purchaser shall have the right to review the Title Commitment and the title documents and notify Seller in writing of any title objections to the title exceptions set forth in the Title Commitment. Seller shall have five (5) days from receipt of notice of such objections within which to

eliminate or modify (or agree in writing to so eliminate or modify) any such unacceptable exceptions to the reasonable satisfaction of Purchaser, but Seller shall have no obligation whatsoever to so eliminate or modify any such unacceptable exceptions. In the event that Seller is unable or unwilling to eliminate or modify (or agree in writing to so eliminate or modify) such unacceptable exceptions to the reasonable satisfaction of Purchaser on or before the expiration of said five (5) day period, Seller shall notify Purchaser in writing of such fact within said five (5) day period or be deemed to have so notified Purchaser with respect to all such unacceptable exceptions not theretofore cured upon the fifth (5th) day of said period. In such event, Purchaser shall, prior to the Closing Date either (i) waive such objections and accept title to the Property subject to title exceptions set forth in the Title Commitment (the "Permitted Exceptions"), or (ii) terminate this Agreement by written notice to Seller, whereupon this Agreement shall automatically be terminated and of no further force and effect, except as otherwise expressly set forth herein. At Closing or as soon as reasonably practicable after Closing, the Title Company shall issue and deliver to Purchaser the owner's title insurance policy referred to above (the "Title Policy"), issued by the Title Company insuring Purchaser's title to the Property consistent with the Title Commitment subject only to taxes and assessments for the year of Closing and subsequent years, subject to and subordinate to all easements, reservations, restrictions, covenants, limitations, rights-of-way and conditions of record and zoning and subdivision regulations and regulations of the City of Pueblo and the Permitted Exceptions. At Closing, Purchaser shall pay the premium for the Title Policy. Purchaser may obtain such other endorsements to the Title Policy as Purchaser desires, at the expense of Purchaser. Subject to Purchaser's right to object to title exceptions and right to terminate this Agreement, Purchaser shall provide such affidavits or certificates, and pay such expenses, as may be required by the Title Company to remove all liens, including, without limitation, mechanics' or materialmen's liens, as exceptions to the Title Policy.

6. Closing Time and Place. Closing of the transaction contemplated hereby ("Closing") shall be held at the offices of Land Title Guarantee Company ("LTGC"), 503 N. Main Street, Suite 2, Pueblo, Colorado 81003, at a date and time as agreed by Seller and Purchaser.

7. Closing Costs. The Purchaser shall be responsible for all closing costs.

8. Broker. Purchaser and Seller represent and warrant to the other that no broker or finder has been engaged by such Party in connection with this transaction. Purchaser agrees to indemnify, defend and hold Seller harmless from and against any and all claims, loss, liability, costs and expenses (including reasonable attorneys' fees), resulting from any claims that may be made against Seller by any broker or other person claiming a commission, fee or other compensation by reason of the transaction contemplated hereby if the same shall arise by, through or on account of Purchaser.

9. Disclaimers. Except as expressly set forth in this agreement, it is understood and agreed that Seller is not making and has not at any time made any warranties or representations of any kind or character, expressed or implied, with respect to the property, including, but not limited to, any warranties or representations as to habitability, merchantability, fitness for a particular purpose, title (other than Seller's special warranty of title to be set forth in the Special Warranty Deed), zoning, tax consequences, physical or environmental condition (including, but not limited to, hazardous materials contamination), utilities, operating history or projections, valuations, governmental approvals, the compliance of the property with governmental laws, or any other matter or thing regarding the property. Purchaser acknowledges and agrees that, except as expressly set forth in this Agreement and the Special Warranty of Title to be set forth in the Special Warranty Deed, upon closing Seller shall sell and convey to Purchaser and Purchaser shall accept the property "as is, where is, with all faults." Purchaser and Seller agree that the provisions of this paragraph 9 shall survive the closing of the transaction contemplated by this Agreement and the recording of the Special Warranty Deed hereunder.

10. In addition to Paragraph 9 hereof, Seller and Purchaser agree that the provisions of this Agreement shall survive Closing and the recording of the Special Warranty Deed.

11. All understandings and agreements heretofore had between the parties hereto are merged into this Agreement, which alone fully and completely expresses their agreement, and this Agreement is entered into after full investigation, neither party relying upon any statement or representation not embodied in this Agreement and made by the other. This Agreement may not be changed or terminated orally.

12. Use of the Property. Purchaser shall use the Property and construct deed restricted residential dwelling unit(s) for sale or for rent to occupants with incomes as outlined in Appendix A. Purchaser must commence construction on the Property within eighteen months from the Effective Date. Seller hereby intends to create a new special limitation and possibility of reverter, and Seller intends the same to be in addition to any other special limitation and possibility of reverter and any other condition subsequent and right of entry which may be in existence. In the event Purchaser fails (i) to pay all amounts due under this Agreement, (ii) to construct residential dwelling unit(s), or (iii) to commence construction on the Property within eighteen months from the Effective Date, the Property shall automatically revert to Seller at no additional cost and Purchaser shall execute any and all documents needed to effectuate such reverter. The parties acknowledge and agree this possibility of reverter is for a public purpose.

13. The provisions in this Agreement are to apply to and bind, and inure to the benefit of, the heirs, executors, administrators, successors, and assigns of the respective parties.

14. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

15. Applicable Law. This agreement shall in all respects be governed by, and construed in accordance with, the laws of the State of Colorado. Seller and Purchaser hereby irrevocably submit to the personal and subject matter jurisdiction of the District Court, Pueblo County, State of Colorado in any action or proceeding arising out of or relating to this agreement and hereby irrevocably agree that all claims in respect of such action or proceeding shall be heard and determined in the District Court of Pueblo County, State of Colorado. Purchaser and Seller agree that the provisions of this Paragraph 15 shall survive the closing of the transaction contemplated by this agreement and the recording of the Special Warranty Deed hereunder. To the full extent permitted by law, Purchaser and Seller hereby waive their rights to a trial by jury.

16. The provisions of this Agreement and of the documents to be executed and delivered at Closing are and will be for the benefit of Seller and Purchaser, and their respective heirs, executors, administrators, successors and assigns only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Agreement or of the documents to be executed and delivered at Closing.

17. The following schedules or appendices attached hereto shall be deemed to be an integral part of this Agreement: Appendix 1 – Special Warranty Deed.

18. The section headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define the text of any section or any subsection hereof.

19. Liability of Seller. In no event shall Seller, its officers, agents, or employees be liable to Purchaser for damages, including without limitation, compensatory, punitive, indirect, special, or consequential damages, resulting from or arising out of or related to this Agreement or the performance or breach thereof by Seller or the failure or delay of Seller in the performance of any covenant or provision under this Agreement on its part to be performed. In consideration of Seller entering into this Agreement, Purchaser hereby waives and discharges Seller, its officers, agents, and employees from all claims for any and all such damages. Except in the event of a material breach by Seller, no breach, default, delay, or failure of Seller under this Agreement shall be or be construed to be a waiver, discharge, or release of Purchaser's obligation to pay the Purchase Price under Section 3 hereof. In the event of a breach of this Agreement by the Seller, Purchaser's sole and exclusive remedy shall be to terminate this Agreement. Such violations may be restrained, or such obligations enforced by injunction at the instance and request of Purchaser without the showing of any special damages or an inadequate remedy at law.

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

21. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

22. The failure to enforce any provision of this Agreement shall not operate as a waiver of any preceding or future breach of any such provision or any other provision hereof.

23. Neither party shall record this Agreement or any short form memorandum of this Agreement.

24. The City's Request for Proposals for the sale of the Property and Purchaser's Proposal in response thereto are incorporated into this Agreement, as if set forth verbatim.

Executed at Pueblo, Colorado, as of the Effective Date.

SELLER:

CITY OF PUEBLO, COLORADO
A MUNICIPAL CORPORATION

By: _____
Heather Graham
Mayor

ATTESTED BY: _____
CITY CLERK

PURCHASER:

PUEBLO URBAN RENEWAL AUTHORITY
A PUBLIC BODY CORPORATE AND POLITIC
OF THE STATE OF COLORADO

By:_____
Chairman

ATTESTED BY:_____
Secretary / Executive Director

STATE OF COLORADO )
) ss.
COUNTY OF PUEBLO )

The foregoing instrument was acknowledged before me this ____ day of _____, 2025 by _____, as Purchaser.

Witness my hand and official seal.
My commission expires: _____.

[ S E A L ]

_____
Notary Public

## APPENDIX 1

## SPECIAL WARRANTY DEED

**THIS DEED,** made this _____ day of _____, 2025, between the City of Pueblo, a Colorado municipal corporation, whose address is 1 City Hall Place, Pueblo, Colorado 81003 (hereinafter referred to as "Grantor"), and Habitat for Humanity of Pueblo, Inc., a nonprofit organization in the State of Colorado, (hereinafter referred to as "Grantee"):

**WITNESSESTH,** that the Grantor, for and in consideration of the One Dollar (U.S. $1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey, and confirm, unto the Grantee, its heirs, successors and assigns forever, all the real property, together with improvements, if any, described as:

Parcel: 04-282-42-042

Legal Description: LOT 42 BLK 3 OAKSHIRE HILLS FILING NO 2 FORMERLY #04-282-32-042

all in the County of Pueblo, State of Colorado

for all purposes, together with all and singular the rights, benefits, privileges, easements, tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

Grantee shall use the real property and construct deed restricted residential dwelling unit(s) at incomes as outlined in Appendix A. Grantee must commence construction on the property within eighteen months from the date of execution of this agreement, but in no event later than December 31, 2027. Grantor hereby intends to create a new special limitation and possibility of reverter, and Grantor intends the same to be in addition to any other special limitation and possibility of reverter and any other condition subsequent and right of entry which may be in existence. In the event Grantee fails (i) to pay all amounts due, (ii) to construct residential dwelling unit(s), or (iii) to commence construction on the real property within eighteen months from the date of execution of this agreement, but in no event later than December 31, 2027, the real property shall automatically revert to Grantor at no additional cost and Grantee shall execute any and all documents needed to effectuate such reverter. The parties acknowledge and agree this possibility of reverter is for a public purpose.

This conveyance is of the surface estate only and no mineral rights are conveyed by this instrument.

This conveyance is made subject to and subordinate to all easements, reservations, restrictions, covenants, limitations, rights-of-way, and conditions of record.

This conveyance is also made subject to and subordinate to those encumbrances and exceptions (the "Permitted Exceptions") set forth in Exhibit A, attached hereto and incorporated herein and made a part hereof for all purposes.

**TO HAVE AND TO HOLD** the said premises, subject to the exceptions and conditions, above bargained and described, with the appurtenances, unto the Grantee, its heirs, successors and assigns forever. The Grantor, for itself, its successors and assigns does covenant and agree that it shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the Grantee, its heirs, successors, and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the Grantor.

**IN WITNESS WHEREOF,** this Special Warranty Deed is executed by Grantor to be effective the day and year first above written.

GRANTOR:

City of Pueblo
a Colorado municipal corporation

By: _____
Name: Heather Graham
Title: Mayor

STATE OF COLORADO )
) SS.
COUNTY OF PUEBLO )

The foregoing instrument was acknowledged before me on this ____ day of _____, 2026, by Heather Graham as Mayor of the City of Pueblo, a Colorado municipal corporation.

Witness my official hand and seal.

My Commission Expires: _____

_____
Notary Public

**EXHIBIT A**

INCOME REQUIREMENTS

## Appendix A: Income Eligibility and Affordability

**Effective Date:** [Insert Date]

Parcel: 04-282-42-042

Legal Description: LOT 42 BLK 3 OAKSHIRE HILLS FILING NO 2 FORMERLY #04-282-32-042

all in the County of Pueblo, State of Colorado

This unit is assisted with HOME Investment Partnership Funding and must abide by the following guidelines:

**This Appendix** is attached to and incorporated into that certain Agreement to Buy and Sell Real Estate [Insert Date] (the "Agreement") between City of Pueblo, a Colorado municipal corporation, (hereinafter called the "Seller"), and the Habitat for Humanity of Pueblo, Inc, a nonprofit organization in the State of Colorado (hereinafter called the "Purchaser").

This Appendix sets forth the income eligibility requirements and affordability restrictions applicable to the occupancy of the Property, in compliance with the U.S. Department of Housing and Urban Development ("HUD") HOME Investment Partnerships Program ("HOME Program") and Housing Trust Fund Program ("HTF Program") for for-sale units, and HUD affordable rental housing guidelines for rental units. These restrictions are intended to ensure the Property remains affordable to low- and very low-income households as defined by applicable federal regulations for a minimum of 20 years after the execution of this agreement.

### 1. Applicability

- **For-Sale Units (Homeownership):** If the Property is sold for owner-occupancy (e.g., single-family home or condominium), the initial Buyer and all subsequent owners during the Affordability Period must meet the income limits specified in Section 2(a) below. This applies to units assisted under the HOME Program (24 CFR Part 92) or HTF Program (24 CFR Part 93).
- **Rental Units:** If the Property is rented (e.g., multi-family building), all tenants must meet the income limits specified in Section 2(b) below, and rents must comply with HUD maximum rent limits (calculated as 30% of the applicable income limit for the unit size).
- **Affordability Period:**
    - For HOME-assisted for-sale units: 20 years (per 24 CFR § 92.254).

- **Enforcement:** The Buyer (or subsequent owner/landlord) agrees to monitor compliance annually, maintain records for HUD audits, and notify the City of Pueblo's Housing and Citizen Services of any non-compliance. Violation may result in repayment of subsidies, fines, or reversion of the Property to affordable status.
- **Monitoring:** The Buyer (or subsequent owner/landlord) agrees to annual compliance monitoring by the City of Pueblo's Housing and Citizen Services Department, or as required by HUD.

**2. Income Limits**

Income eligibility is based on the household's gross annual income at the time of initial occupancy (for-sale) or lease execution (rental), adjusted for family size and geographic area. Income includes all sources (e.g., wages, assets, benefits) as defined by HUD in 24 CFR § 5.609. Limits are published annually by HUD and must be verified using the current fiscal year's data.

**(a) For-Sale Units (HOME/HTF Limits):**

- Households must have incomes at or below **80% of Area Median Income (AMI)**, adjusted for family size, at the time the purchase contract is executed.
- Current limits are available via HUD's online tool: HUD Income Limits Search, or by contacting the City of Pueblo's Housing and Citizen Services.

**(b) Rental Units (HUD 60% AMI Limits):**

- All tenants must have incomes at or below **60% of AMI**, adjusted for family size.
- At least 20% of units must be occupied by very low-income households (≤50% AMI), with rents not exceeding Low HOME Rent (30% of 50% AMI).
- The remaining units may be rented to low-income households (≤80% AMI) but must adhere to the 60% AMI cap for overall project compliance.
- Current limits are available via HUD's online tool: HUD Income Limits Search, or by contacting the City of Pueblo's Housing and Citizen Services.

**3. Income Verification and Certification**

- The Buyer (or Seller, if designated as the monitoring entity) shall obtain and retain third-party source documentation (e.g., federal tax returns, consecutive pay stubs, bank statements, and asset certifications) from the initial homebuyer or tenant, and shall verify income eligibility in full compliance with HUD's Part 5 Income Verification Requirements (24 CFR § 5.609 and § 5.617). Verification must be completed prior to execution of the purchase contract (for-sale units) or lease agreement (rental units) and retained in the project file for the duration of the Affordability Period plus three (3) years.
- **Annual Recertification:** For rental units, income must be recertified annually during the Affordability Period. For for-sale units, resale to a new owner requires re-verification against current limits.

- **Family Size Adjustments:** Limits increase by 8% per additional household member beyond 8 (e.g., 9-person: 140% of 4-person limit, rounded to nearest $50 for HOME/HTF).

**5. Remedies for Non-Compliance**

- Potential deed restrictions or foreclosure to enforce affordability.
- Repayment of subsidies associated with the lot prior to this agreement ($19,548.20)
- The prevailing party in any enforcement action shall recover reasonable attorney's fees.

**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** April 13, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

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

SUBJECT: AN ORDINANCE APPROVING AN AGREEMENT TO BUY AND SELL REAL ESTATE BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND HABITAT FOR HUMANITY OF PUEBLO, INC., A COLORADO NONPROFIT ORGANIZATION, RELATING TO THE SALE OF PROPERTY DESCRIBED AS LOT 51 BLK 3 OAKSHIRE HILLS FILING NO. 2 FORMERLY #04-282-32-051, PARCEL #04-282-42-051, FOR ONE DOLLAR ($1.00), AND AUTHORIZING THE MAYOR TO DO THE SAME

## SUMMARY:

Attached is an Ordinance approving, and authorizing the Mayor to sign, an agreement for the City to sell an unaddressed parcel of unimproved land located in the 1900-Blk of Calderwood Lane, Pueblo, CO 81001 to Habitat for Humanity of Pueblo, Inc., for one dollar ($1.00).

## PREVIOUS COUNCIL ACTION:

Not Applicable.

## BACKGROUND:

The unaddressed property located in the 1900 block of Calderwood Lane was acquired by the City of Pueblo in 2003 from the Housing Authority of the City of Pueblo. The property is more specifically described as:
Parcel Number: 0428242051
Legal Description: Lot 51, Block 3, Oakshire Hills Filing No. 2, formerly #04-282-32-051, County of Pueblo, State of Colorado.
As a condition of the transfer, Habitat for Humanity is required to construct deed-restricted affordable housing on the lots. Construction must begin no later than December 31, 2027. If this requirement is not met, ownership of the properties will revert to the City of Pueblo. This incentive is intended to support nonprofit partners by reducing development costs and enabling the construction of homes targeted to

families earning up to 80 percent of the Area Median Income (AMI) for homeownership opportunities or up to 60 percent of AMI for rental housing.
Habitat for Humanity plans to build a single-family home which will be available for homeownership.
This is being sold under market value as an incentive to help create affordable housing. The property was initially acquired using HOME Investment Partnership Act funding (Federal pass-through) with the intent to create deed-restricted affordable housing.

**FINANCIAL IMPLICATIONS:**

The City will receive $1.00 from the sale. Closing costs and fees will be paid by Habitat for Humanity of Pueblo. The Pueblo Urban Renewal Authority will pay for title insurance. Proceeds of the sale will go to the City's general fund.

After the transfer of this lot, the Department of Housing and Citizen Services will no longer be responsible for the maintenance and upkeep of this lot, reducing ongoing costs.

**BOARD/COMMISSION RECOMMENDATION:**

Not Applicable.

**STAKEHOLDER PROCESS:**

Not Applicable.

**ALTERNATIVES:**

City Council may decide not to sell this property.

**RECOMMENDATION:**

Approval of the Ordinance.

**ATTACHMENTS:**

1. Agreement to Sell Real Estate - Habitat Lot 2 04.02.2026

ORDINANCE NO.

AN ORDINANCE APPROVING AN AGREEMENT TO BUY AND SELL REAL ESTATE BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND HABITAT FOR HUMANITY OF PUEBLO, INC., A COLORADO NONPROFIT ORGANIZATION, RELATING TO THE SALE OF PROPERTY DESCRIBED AS LOT 51 BLK 3 OAKSHIRE HILLS FILING NO. 2 FORMERLY #04-282-32-051, PARCEL #04-282-42-051, FOR ONE DOLLAR ($1.00), AND AUTHORIZING THE MAYOR TO DO THE SAME

WHEREAS The City of Pueblo acquired this property to be used for deed-restricted affordable housing, and

WHEREAS The City intends to transfer this property below market value as an incentive to help create affordable housing.

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

SECTION 1.

The Agreement to Buy and Sell Real Estate ("Agreement") dated <>, between the City of Pueblo, a Municipal Corporation, and Habitat for Humanity of Pueblo, Inc., A Colorado Non-profit Organization, a drafted copy of which is attached hereto and is incorporated herein by this reference, 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 and the City Clerk is authorized to fix the seal of the City thereto and attest same. The Mayor is further authorized to execute and deliver the accompanying Special Warranty Deeds and related documents at closing, transferring the property owned by the City to Pueblo Urban Renewal Authority in the manner described in the Agreement.

SECTION 3.

Proceeds from the sale in the amount of $1.00 are to be deposited into General Fund.

SECTION 4.

The officers and staff of the City are authorized to perform any and all acts consistent with this Ordinance and the attached Agreement appropriate to implement the transactions described therein.

SECTION 5.

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

**Action by City Council:**

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

**Action by the Mayor:**

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____
_____
_____
_____

_____
Mayor

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

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

AGREEMENT TO BUY AND SELL REAL ESTATE

THIS AGREEMENT ("Agreement") is made the ____ day of _____, 2026 ("Effective Date"), between the City of Pueblo, a Colorado municipal corporation, (hereinafter called the "Seller"), and Habitat for Humanity of Pueblo, Inc., a nonprofit organization in the State of Colorado (hereinafter called the "Purchaser").

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants, terms and conditions set forth herein, the parties agree as follows:

1. Property Defined. The Seller agrees to sell and convey to the Purchaser, and the Purchaser agrees to purchase from the Seller, all the certain plat, piece, and parcel of land having the following legal descriptions:

Parcel: 04-282-42-051

Legal Description: LOT 51 BLK 3 OAKSHIRE HILLS FILING NO 2 FORMERLY #04-282-32-051

all in the County of Pueblo, State of Colorado

Upon full payment to Purchaser of all sums due, the Property shall be conveyed by Special Warranty Deed ("Deed"), the form of which, marked as Appendix 1, are attached hereto, and incorporated herein by reference. Subject to Purchaser's right to object to title exceptions established by Section 5, the Property shall be conveyed subject to and subordinate to all easements, reservations, restrictions, covenants, limitations, rights-of-way, and conditions of record and zoning and subdivision regulations and regulations of the City of Pueblo and the Permitted Exceptions (as hereinafter defined), which shall be listed as exceptions in the Special Warranty Deed, subject to satisfaction of the conditions listed in this Agreement.

2. Purchase Price. Purchaser shall pay $1.00, to be paid as provided in, and subject to, Paragraph 3 below (the "Purchase Price").

3. Payment of Purchase Price. The Purchase Price for the Property shall be payable at Closing in cash or certified funds.

4. Real Property Taxes. General real property taxes and assessments for tax year 2025, if any, shall be prorated and paid at Closing by the Purchaser on the basis of the 2024 tax year.

5. Title Commitment and Policy. Within ten (10) days of the date hereof and, in any event, at least twenty (20) days prior to the Closing Date, Seller shall order and obtain, and deliver to Purchaser, at Purchaser's expense, a current commitment for extended coverage title insurance in the amount of the Purchase Price, together with legible copies of all documents listed as exceptions therein, and a current certificate of taxes due with respect to the Property, from a title company selected by Seller, and reasonably acceptable to Purchaser, authorized to issue title insurance in the state of Colorado (the "Title Company"), on the current standard form of extended ALTA Owners Policy (collectively, the "Title Commitment"). The Title Company shall promptly provide copies of any amendments or modifications of the Title Commitment to Purchaser. Purchaser shall have the right to review the Title Commitment and the title documents and notify Seller in writing of any title objections to the title exceptions set forth in the Title Commitment. Seller shall have five (5) days from receipt of notice of such objections within which to

eliminate or modify (or agree in writing to so eliminate or modify) any such unacceptable exceptions to the reasonable satisfaction of Purchaser, but Seller shall have no obligation whatsoever to so eliminate or modify any such unacceptable exceptions. In the event that Seller is unable or unwilling to eliminate or modify (or agree in writing to so eliminate or modify) such unacceptable exceptions to the reasonable satisfaction of Purchaser on or before the expiration of said five (5) day period, Seller shall notify Purchaser in writing of such fact within said five (5) day period or be deemed to have so notified Purchaser with respect to all such unacceptable exceptions not theretofore cured upon the fifth (5th) day of said period. In such event, Purchaser shall, prior to the Closing Date either (i) waive such objections and accept title to the Property subject to title exceptions set forth in the Title Commitment (the "Permitted Exceptions"), or (ii) terminate this Agreement by written notice to Seller, whereupon this Agreement shall automatically be terminated and of no further force and effect, except as otherwise expressly set forth herein. At Closing or as soon as reasonably practicable after Closing, the Title Company shall issue and deliver to Purchaser the owner's title insurance policy referred to above (the "Title Policy"), issued by the Title Company insuring Purchaser's title to the Property consistent with the Title Commitment subject only to taxes and assessments for the year of Closing and subsequent years, subject to and subordinate to all easements, reservations, restrictions, covenants, limitations, rights-of-way and conditions of record and zoning and subdivision regulations and regulations of the City of Pueblo and the Permitted Exceptions. At Closing, Purchaser shall pay the premium for the Title Policy. Purchaser may obtain such other endorsements to the Title Policy as Purchaser desires, at the expense of Purchaser. Subject to Purchaser's right to object to title exceptions and right to terminate this Agreement, Purchaser shall provide such affidavits or certificates, and pay such expenses, as may be required by the Title Company to remove all liens, including, without limitation, mechanics' or materialmen's liens, as exceptions to the Title Policy.

6. Closing Time and Place. Closing of the transaction contemplated hereby ("Closing") shall be held at the offices of Land Title Guarantee Company ("LTGC"), 503 N. Main Street, Suite 2, Pueblo, Colorado 81003, at a date and time as agreed by Seller and Purchaser.

7. Closing Costs. The Purchaser shall be responsible for all closing costs.

8. Broker. Purchaser and Seller represent and warrant to the other that no broker or finder has been engaged by such Party in connection with this transaction. Purchaser agrees to indemnify, defend and hold Seller harmless from and against any and all claims, loss, liability, costs and expenses (including reasonable attorneys' fees), resulting from any claims that may be made against Seller by any broker or other person claiming a commission, fee or other compensation by reason of the transaction contemplated hereby if the same shall arise by, through or on account of Purchaser.

9. Disclaimers. Except as expressly set forth in this agreement, it is understood and agreed that Seller is not making and has not at any time made any warranties or representations of any kind or character, expressed or implied, with respect to the property, including, but not limited to, any warranties or representations as to habitability, merchantability, fitness for a particular purpose, title (other than Seller's special warranty of title to be set forth in the Special Warranty Deed), zoning, tax consequences, physical or environmental condition (including, but not limited to, hazardous materials contamination), utilities, operating history or projections, valuations, governmental approvals, the compliance of the property with governmental laws, or any other matter or thing regarding the property. Purchaser acknowledges and agrees that, except as expressly set forth in this Agreement and the Special Warranty of Title to be set forth in the Special Warranty Deed, upon closing Seller shall sell and convey to Purchaser and Purchaser shall accept the property "as is, where is, with all faults." Purchaser and Seller agree that the provisions of this paragraph 9 shall survive the closing of the transaction contemplated by this Agreement and the recording of the Special Warranty Deed hereunder.

10. In addition to Paragraph 9 hereof, Seller and Purchaser agree that the provisions of this Agreement shall survive Closing and the recording of the Special Warranty Deed.

11. All understandings and agreements heretofore had between the parties hereto are merged into this Agreement, which alone fully and completely expresses their agreement, and this Agreement is entered into after full investigation, neither party relying upon any statement or representation not embodied in this Agreement and made by the other. This Agreement may not be changed or terminated orally.

12. Use of the Property. Purchaser shall use the Property and construct deed restricted residential dwelling unit(s) for sale or for rent to occupants with incomes as outlined in Appendix A. Purchaser must commence construction on the Property within eighteen months from the Effective Date. Seller hereby intends to create a new special limitation and possibility of reverter, and Seller intends the same to be in addition to any other special limitation and possibility of reverter and any other condition subsequent and right of entry which may be in existence. In the event Purchaser fails (i) to pay all amounts due under this Agreement, (ii) to construct residential dwelling unit(s), or (iii) to commence construction on the Property within eighteen months from the Effective Date, the Property shall automatically revert to Seller at no additional cost and Purchaser shall execute any and all documents needed to effectuate such reverter. The parties acknowledge and agree this possibility of reverter is for a public purpose.

13. The provisions in this Agreement are to apply to and bind, and inure to the benefit of, the heirs, executors, administrators, successors, and assigns of the respective parties.

14. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

15. Applicable Law. This agreement shall in all respects be governed by, and construed in accordance with, the laws of the State of Colorado. Seller and Purchaser hereby irrevocably submit to the personal and subject matter jurisdiction of the District Court, Pueblo County, State of Colorado in any action or proceeding arising out of or relating to this agreement and hereby irrevocably agree that all claims in respect of such action or proceeding shall be heard and determined in the District Court of Pueblo County, State of Colorado. Purchaser and Seller agree that the provisions of this Paragraph 15 shall survive the closing of the transaction contemplated by this agreement and the recording of the Special Warranty Deed hereunder. To the full extent permitted by law, Purchaser and Seller hereby waive their rights to a trial by jury.

16. The provisions of this Agreement and of the documents to be executed and delivered at Closing are and will be for the benefit of Seller and Purchaser, and their respective heirs, executors, administrators, successors and assigns only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Agreement or of the documents to be executed and delivered at Closing.

17. The following schedules or appendices attached hereto shall be deemed to be an integral part of this Agreement: Appendix 1 – Special Warranty Deed.

18. The section headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define the text of any section or any subsection hereof.

19. Liability of Seller. In no event shall Seller, its officers, agents, or employees be liable to Purchaser for damages, including without limitation, compensatory, punitive, indirect, special, or consequential damages, resulting from or arising out of or related to this Agreement or the performance or breach thereof by Seller or the failure or delay of Seller in the performance of any covenant or provision under this Agreement on its part to be performed. In consideration of Seller entering into this Agreement, Purchaser hereby waives and discharges Seller, its officers, agents, and employees from all claims for any and all such damages. Except in the event of a material breach by Seller, no breach, default, delay, or failure of Seller under this Agreement shall be or be construed to be a waiver, discharge, or release of Purchaser's obligation to pay the Purchase Price under Section 3 hereof. In the event of a breach of this Agreement by the Seller, Purchaser's sole and exclusive remedy shall be to terminate this Agreement. Such violations may be restrained, or such obligations enforced by injunction at the instance and request of Purchaser without the showing of any special damages or an inadequate remedy at law.

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

21. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

22. The failure to enforce any provision of this Agreement shall not operate as a waiver of any preceding or future breach of any such provision or any other provision hereof.

23. Neither party shall record this Agreement or any short form memorandum of this Agreement.

24. The City's Request for Proposals for the sale of the Property and Purchaser's Proposal in response thereto are incorporated into this Agreement, as if set forth verbatim.

Executed at Pueblo, Colorado, as of the Effective Date.

SELLER:

CITY OF PUEBLO, COLORADO
A MUNICIPAL CORPORATION

By: _____
Heather Graham
Mayor

ATTESTED BY: _____
CITY CLERK

PURCHASER:

PUEBLO URBAN RENEWAL AUTHORITY
A PUBLIC BODY CORPORATE AND POLITIC
OF THE STATE OF COLORADO

By:_____
Chairman

ATTESTED BY:_____
Secretary / Executive Director

STATE OF COLORADO )
) ss.
COUNTY OF PUEBLO )

The foregoing instrument was acknowledged before me this ____ day of _____, 2025 by _____, as Purchaser.

Witness my hand and official seal.
My commission expires: _____.

[ S E A L ]

_____
Notary Public

## APPENDIX 1

## SPECIAL WARRANTY DEED

**THIS DEED,** made this _____ day of _____, 2025, between the City of Pueblo, a Colorado municipal corporation, whose address is 1 City Hall Place, Pueblo, Colorado 81003 (hereinafter referred to as "Grantor"), and Habitat for Humanity of Pueblo, Inc., a nonprofit organization in the State of Colorado, (hereinafter referred to as "Grantee"):

**WITNESSESTH,** that the Grantor, for and in consideration of the One Dollar (U.S. $1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey, and confirm, unto the Grantee, its heirs, successors and assigns forever, all the real property, together with improvements, if any, described as:

Parcel: 04-282-42-051

Legal Description: LOT 51 BLK 3 OAKSHIRE HILLS FILING NO 2 FORMERLY #04-282-32-051

all in the County of Pueblo, State of Colorado

for all purposes, together with all and singular the rights, benefits, privileges, easements, tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

Grantee shall use the real property and construct deed restricted residential dwelling unit(s) at incomes as outlined in Appendix A. Grantee must commence construction on the property within eighteen months from the date of execution of this agreement, but in no event later than December 31, 2027. Grantor hereby intends to create a new special limitation and possibility of reverter, and Grantor intends the same to be in addition to any other special limitation and possibility of reverter and any other condition subsequent and right of entry which may be in existence. In the event Grantee fails (i) to pay all amounts due, (ii) to construct residential dwelling unit(s), or (iii) to commence construction on the real property within eighteen months from the date of execution of this agreement, but in no event later than December 31, 2027, the real property shall automatically revert to Grantor at no additional cost and Grantee shall execute any and all documents needed to effectuate such reverter. The parties acknowledge and agree this possibility of reverter is for a public purpose.

This conveyance is of the surface estate only and no mineral rights are conveyed by this instrument.

This conveyance is made subject to and subordinate to all easements, reservations, restrictions, covenants, limitations, rights-of-way, and conditions of record.

This conveyance is also made subject to and subordinate to those encumbrances and exceptions (the "Permitted Exceptions") set forth in Exhibit A, attached hereto and incorporated herein and made a part hereof for all purposes.

**TO HAVE AND TO HOLD** the said premises, subject to the exceptions and conditions, above bargained and described, with the appurtenances, unto the Grantee, its heirs, successors and assigns forever. The Grantor, for itself, its successors and assigns does covenant and agree that it shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the Grantee, its heirs, successors, and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the Grantor.

**IN WITNESS WHEREOF,** this Special Warranty Deed is executed by Grantor to be effective the day and year first above written.

GRANTOR:

City of Pueblo
a Colorado municipal corporation

By: _____
Name: Heather Graham
Title: Mayor

STATE OF COLORADO )
) SS.
COUNTY OF PUEBLO )

The foregoing instrument was acknowledged before me on this ____ day of _____, 2026, by Heather Graham as Mayor of the City of Pueblo, a Colorado municipal corporation.

Witness my official hand and seal.

My Commission Expires: _____

_____
Notary Public

**EXHIBIT A**

INCOME REQUIREMENTS

## Appendix A: Income Eligibility and Affordability

**Effective Date:** [Insert Date]

Parcel: 04-282-42-051

Legal Description: LOT 51 BLK 3 OAKSHIRE HILLS FILING NO 2 FORMERLY #04-282-32-051

all in the County of Pueblo, State of Colorado

This unit is assisted with HOME Investment Partnership Funding and must abide by the following guidelines:

**This Appendix** is attached to and incorporated into that certain Agreement to Buy and Sell Real Estate [Insert Date] (the "Agreement") between City of Pueblo, a Colorado municipal corporation, (hereinafter called the "Seller"), and the Habitat for Humanity of Pueblo, Inc, a nonprofit organization in the State of Colorado (hereinafter called the "Purchaser").

This Appendix sets forth the income eligibility requirements and affordability restrictions applicable to the occupancy of the Property, in compliance with the U.S. Department of Housing and Urban Development ("HUD") HOME Investment Partnerships Program ("HOME Program") and Housing Trust Fund Program ("HTF Program") for for-sale units, and HUD affordable rental housing guidelines for rental units. These restrictions are intended to ensure the Property remains affordable to low- and very low-income households as defined by applicable federal regulations for a minimum of 20 years after the execution of this agreement.

### 1. Applicability

- **For-Sale Units (Homeownership):** If the Property is sold for owner-occupancy (e.g., single-family home or condominium), the initial Buyer and all subsequent owners during the Affordability Period must meet the income limits specified in Section 2(a) below. This applies to units assisted under the HOME Program (24 CFR Part 92) or HTF Program (24 CFR Part 93).
- **Rental Units:** If the Property is rented (e.g., multi-family building), all tenants must meet the income limits specified in Section 2(b) below, and rents must comply with HUD maximum rent limits (calculated as 30% of the applicable income limit for the unit size).
- **Affordability Period:**
    - For HOME-assisted for-sale units: 20 years (per 24 CFR § 92.254).

- **Enforcement:** The Buyer (or subsequent owner/landlord) agrees to monitor compliance annually, maintain records for HUD audits, and notify the City of Pueblo's Housing and Citizen Services of any non-compliance. Violation may result in repayment of subsidies, fines, or reversion of the Property to affordable status.
- **Monitoring:** The Buyer (or subsequent owner/landlord) agrees to annual compliance monitoring by the City of Pueblo's Housing and Citizen Services Department, or as required by HUD.

**2. Income Limits**

Income eligibility is based on the household's gross annual income at the time of initial occupancy (for-sale) or lease execution (rental), adjusted for family size and geographic area. Income includes all sources (e.g., wages, assets, benefits) as defined by HUD in 24 CFR § 5.609. Limits are published annually by HUD and must be verified using the current fiscal year's data.

**(a) For-Sale Units (HOME/HTF Limits):**

- Households must have incomes at or below **80% of Area Median Income (AMI)**, adjusted for family size, at the time the purchase contract is executed.
- Current limits are available via HUD's online tool: HUD Income Limits Search, or by contacting the City of Pueblo's Housing and Citizen Services.

**(b) Rental Units (HUD 60% AMI Limits):**

- All tenants must have incomes at or below **60% of AMI**, adjusted for family size.
- At least 20% of units must be occupied by very low-income households (≤50% AMI), with rents not exceeding Low HOME Rent (30% of 50% AMI).
- The remaining units may be rented to low-income households (≤80% AMI) but must adhere to the 60% AMI cap for overall project compliance.
- Current limits are available via HUD's online tool: HUD Income Limits Search, or by contacting the City of Pueblo's Housing and Citizen Services.

**3. Income Verification and Certification**

- The Buyer (or Seller, if designated as the monitoring entity) shall obtain and retain third-party source documentation (e.g., federal tax returns, consecutive pay stubs, bank statements, and asset certifications) from the initial homebuyer or tenant, and shall verify income eligibility in full compliance with HUD's Part 5 Income Verification Requirements (24 CFR § 5.609 and § 5.617). Verification must be completed prior to execution of the purchase contract (for-sale units) or lease agreement (rental units) and retained in the project file for the duration of the Affordability Period plus three (3) years.
- **Annual Recertification:** For rental units, income must be recertified annually during the Affordability Period. For for-sale units, resale to a new owner requires re-verification against current limits.

- **Family Size Adjustments:** Limits increase by 8% per additional household member beyond 8 (e.g., 9-person: 140% of 4-person limit, rounded to nearest $50 for HOME/HTF).

**5. Remedies for Non-Compliance**

- Potential deed restrictions or foreclosure to enforce affordability.
- Repayment of subsidies associated with the lot prior to this agreement ($19,548.20)
- The prevailing party in any enforcement action shall recover reasonable attorney's fees.

**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** April 13, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

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

SUBJECT: AN ORDINANCE TRANSFERRING FUNDS IN THE AMOUNT OF $145,000 FROM PROJECT ACCOUNT CI2113, ARPA INTEREST, AND BUDGETING AND APPROPRIATING $100,000 FROM THE UNAPPROVED FUND BALANCE OF THE GENERAL FUND, TO ACCOUNT 10180200-58156, SHELTER OPERATIONS

## SUMMARY:

This ordinance transfers $145,000 of ARPA Interest funding from project account CI2113, and also budgets and appropriates $100,000 from the unappropriated fund balance of the General Fund to account 10180200-58156 for Shelter Operations.

## PREVIOUS COUNCIL ACTION:

On June 9, 2025, Pueblo City Council approved a Shelter Operations and Facility Use Agreement between the City of Pueblo and SafeSide Foundation. This agreement currently expires December 31, 2026.

## BACKGROUND:

On March 16, 2026, Mayor Graham presented a proposal during the City Council work session to fund the Pueblo Shelter through the remainder of the 2026 calendar year. Without additional support, the shelter's current funding will be exhausted at the end of May 2026, leaving a critical gap in operations for the rest of the year.
In addition to the funding included within this resolution, the City will also bring forward a separate ordinance requesting an additional $210,000 to support shelter operations. This supplemental funding will be sourced from HOME-ARP grant allocations.

Together, these resources will not only sustain ongoing shelter services through December 31, 2026, but also support the implementation and management of planned capital improvements at the site, which are expected to come online later in 2026.

## FINANCIAL IMPLICATIONS:

Funds in the amount of $145,000 will be transferred from CI2113, ARPA Interest, to account 10180200-58156 – Shelter Operations.

Funds in the amount of $100,000 will be budgeted and appropriated, to account 10180200-58156 – Shelter Operations.

**BOARD/COMMISSION RECOMMENDATION:**

Not Applicable.

**STAKEHOLDER PROCESS:**

Not Applicable.

**ALTERNATIVES:**

Council could deny this action and it would result in a lack of funding for shelter operations.

**RECOMMENDATION:**

Approval of the Ordinance.

**ATTACHMENTS:**

1. Ordinance 10962

ORDINANCE NO.

AN ORDINANCE TRANSFERRING FUNDS IN THE AMOUNT OF $145,000 FROM PROJECT ACCOUNT CI2113, ARPA INTEREST, AND BUDGETING AND APPROPRIATING $100,000 FROM THE UNAPPROVED FUND BALANCE OF THE GENERAL FUND, TO ACCOUNT 10180200-58156, SHELTER OPERATIONS

WHEREAS, a Shelter Operations and Facility Use Agreement was approved by City Council on June 9, 2025; and

WHEREAS, additional funding is necessary to continue to fund Pueblo Shelter Operations through 2026; NOW, THEREFORE

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

SECTION 1.

Funds in the amount of $145,000 are hereby transferred from Project CI2113, ARPA Interest, in the Capital Improvement Fund, to account 10180200-58156 – Shelter Operations, in the General Fund.

Funds in the amount of $100,000 are hereby budgeted and appropriated from the unappropriated balance of the General Fund to account 10180200-58156 – Shelter Operations.

SECTION 2.

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

**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: 26EFDE3C-8783-440E-9F6C-E6A92D152616

**City Clerk's Office Item # R3**

city of PUEBLO colorado

**Background Paper for Proposed Action Item**

**COUNCIL MEETING DATE:** June 9, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: AN ORDINANCE AWARDING AND APPROVING A SHELTER OPERATIONS AND FACILITY USE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND SAFESIDE FOUNDATION, A COLORADO NON-PROFIT CORPORATION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

## SUMMARY:

This Ordinance approves an agreement for Shelter Operations and use of the facilities located at 710 West 4th, and 728 West 4th, also known as the Pueblo Shelter Campus.

## PREVIOUS COUNCIL ACTION:

Project HS2480 was established by Ordinance 10818 in October 2024 by transferring $200,000.00 from Project HO2460 to fund operations of the homeless shelter located at 728 W 4th Street and the shelter located at 710 W. 4th Street.

Ordinance 10925 was passed in April 2025, adding an additional $464,847.70 to this account to fund operations through December 31, 2025.

## BACKGROUND:

On October 2, 2024, the Pueblo Rescue Mission notified the City and other community partners of its intention to dissolve and cease operations no later than December 31, 2024. To avoid the dire consequences associated with the immediate closure of the Pueblo Rescue Mission, the City took ownership of 710 W. 4th Street and 728 W. 4th Street (collectively the "Pueblo Shelter Campus"). After taking over the shelter operations, the City contracted with SafeSide Recovery to provide temporary shelter services until a permanent provider could be identified.

The City solicited proposals (Bid No. 25-007) in February 2025, to identify a Shelter

Docusign Envelope ID: 26EFDE3C-8783-440E-9F6C-E6A92D152616

Operator. There was one proposal that met the minimum criteria. That proposal was evaluated, and SafeSide Foundation was selected as the Shelter Operator.

**FINANCIAL IMPLICATIONS:**

The project budget will be funded from:

Project HS2480 in the amount not to exceed $319,248.00 for the months of July – December, 2025.

**BOARD/COMMISSION RECOMMENDATION:**

Not Applicable.

**STAKEHOLDER PROCESS:**

Not Applicable.

**ALTERNATIVES:**

Denying this Resolution will result in the readvertising for proposals for this Project or identifying a different shelter operations model.

**RECOMMENDATION:**

Approval of the Ordinance.

**ATTACHMENTS:**

1. FINAL Rob Miller Signed -Pueblo_Shelter_Operations_Agreement w- ALL EXHIBITS (as uploaded)

Docusign Envelope ID: 26EFDE3C-8783-440E-9F6C-E6A92D152616

ORDINANCE NO. 10962

AN ORDINANCE AWARDING AND APPROVING A SHELTER OPERATIONS AND FACILITY USE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND SAFESIDE FOUNDATION, A COLORADO NON-PROFIT CORPORATION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, there exists a need for the operation of a permanent homeless shelter in the City of Pueblo; and

WHEREAS, there exists a need to provide basis services to, and protect the health and safety of the unhoused population in the City of Pueblo; and

WHEREAS, the City of Pueblo owns the real property located at 710 W. 4th Street and 728 W. 4th Street and desires these properties to be used for such purposes; and

WHEREAS, proposals for Project No. 25-007, Shelter Operator, have been received and examined; and

WHEREAS, SafeSide Foundation has been selected to provide Shelter Operator Services for said Project; Now, THEREFORE,

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

SECTION 1.

The Shelter Operations and Facility Use Agreement, to provide Shelter Operations, 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 a Shelter Operations and Facility Use 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 to implement the policies and procedures described herein.

Docusign Envelope ID: 26EFDE3C-8783-440E-9F6C-E6A92D152616

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 May 27, 2025.

Final adoption of Ordinance by City Council on June 9, 2025.

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

**Action by the Mayor:**

☒ Approved on 6/10/2025 | 4:46 PM MDT.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
Heather Graham
3A65950B7BCA462...
Mayor

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

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

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

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

_____
President of City Council

ATTEST

DocuSigned by:
7C02EBDFFC3D43C...
City Clerk

# FIRST EXTENSION OF
# SHELTER OPERATIONS AND FACILITY USE AGREEMENT

This First Extension of the Shelter Operations and Facility Use Agreement ("Extension") is entered into as of the last date signed below, by and between the City of Pueblo, a Colorado municipal corporation (the "City"), and SafeSide Foundation, a Colorado nonprofit corporation ("SafeSide"). The City and SafeSide may be referred to collectively as the "Parties."

## RECITALS

WHEREAS, the Parties entered into the Shelter Operating and Facility Use Agreement (the "Agreement") on June 9, 2025; and

WHEREAS, the Agreement provides for an initial term of June 1, 2025 through December 31, 2025, which can be extended for an additional twelve-month period from January 1, 2026 through December 31, 2026, by written mutual agreement of the Parties; and

WHEREAS, the Parties desire to extend the Agreement.

NOW THEREFORE, the Parties agree as follows:

1. The Term of the Agreement is hereby extended for an additional one year commencing January 1, 2026 and expiring on December 31, 2026 ("First Extended Term"). Thereafter, the Parties may by written mutual agreement extend the term of this Agreement for successive one-year periods beginning on January 1 of each year with each successive term subject to annual appropriation of sufficient funds by the Pueblo City Council.

2. City Council has budgeted and appropriated a total of $266,040 for the First Extended Term which shall be paid in five equal installments of $53,208 in the months of January through May, unless otherwise agreed by the Parties.

3. Notwithstanding Section 15.2 of the Agreement, either party may terminate this First Extended Term upon at least sixty (60) days prior written notice to the other party, specifying the date of termination. This modification to Section 15.2 shall expire upon expiration of the First Extended Term. All future extended terms shall be subject to Section 15.2 as provided in the Agreement.

4. All terms and conditions of the Agreement not amended or modified by this Extension shall remain unchanged and in full force and effect.

5. This First Extension of Shelter Operations and Facility Use Agreement is a minor amendment to the Agreement and is entered into by the Mayor pursuant to her authority under Section 1-5-2(2)(f) of the Pueblo Municipal Code.

CITY OF PUEBLO,
A MUNICIPAL CORPORATION

By _____
Heather Graham, Mayor
Date 1-21-26

Attest: _____
Deputy City Clerk

SAFESIDE FOUNDATION.
A COLORADO NON-PROFIT CORPORATION

By _____
Name Rob D. Miller
Title Board Member
Date 1/22/26

**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** April 13, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Steven Meier, Director of Parks and Recreation

SUBJECT: AN ORDINANCE AMENDING SECTION 10-1-13 OF THE PUEBLO MUNICIPAL CODE RELATING TO FIRES AND GRILLS IN PARKS, TRAILS, AND OPEN SPACE AREAS

## SUMMARY:

Attached for consideration is an ordinance amending Pueblo Municipal Code Section 10-1-13 – "Unlawful Acts" to prohibit charcoal grills and fires in all parks and park properties, which include trails and open space.

## PREVIOUS COUNCIL ACTION:

Section 10-1-13 specifying prohibited actions in Pueblo parks and park properties was originally codified in 1982. It is unknown if the relevant provisions pertaining to grills have been updated since the original ordinance was enacted.

## BACKGROUND:

Currently, Section 10-1-13(e)(3) prohibits building fires, but expressly allows fires in fireplaces. It also permits portable charcoal grill use in public parks.

With ongoing and future improvements planned along the Arkansas River Corridor, it is in the City's best interest to safeguard these natural areas—and the surrounding neighborhoods—from the risk of wildfires caused by negligent behavior from park visitors. Proactive protection measures will help preserve the ecological health of the corridor, ensure public safety, and support the long-term success of the City's investment in its vital recreational and environmental resources.

This Ordinance would prohibit all fires in public parks and park properties and prohibit the use of charcoal grills within these same areas. Portable propane grills would still be permissible, under certain conditions.

## FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

**BOARD/COMMISSION RECOMMENDATION:**

Not Applicable.

**STAKEHOLDER PROCESS:**

Not Applicable.

**ALTERNATIVES:**

City Council may reject this Ordinance and Section 10-1-13 will remain in effect in its current form.

**RECOMMENDATION:**

Staff recommends that City Council adopt this Ordinance.

**ATTACHMENTS:**

1. Ordinance amending Section 10-1-13 of the Pueblo Municipal Code relating to fires and grills in parks, trails, and open space areas

ORDINANCE NO._____

AN ORDINANCE AMENDING SECTION 10-1-13 OF THE PUEBLO MUNICIPAL CODE RELATING TO FIRES AND GRILLS IN PARKS, TRAILS, AND OPEN SPACE AREAS

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

SECTION 1.

Section 10-1-13 – "Unlawful Acts" of the Pueblo Municipal Code is hereby amended to read as follows: **[**brackets**]** indicate matter being deleted; **underscoring** indicates new matter being added.

**Sec. 10-1-13. – Unlawful Acts.**

…

(e) It shall be unlawful for any persons to engage in any activity in any public park **or park property** of a boisterous or hazardous nature which endangers themselves or others or disturbs other users of such park or other persons lawfully in the vicinity. Such unlawful activities shall include, but shall not be limited to, the following:

…

(3) **[**Building fires except in fireplaces provided therefor. A charcoal blaze may be kindled in a portable charcoal brazier, but care shall be taken that live coals are guarded and completely extinguished before leaving the same.**]** **Building, igniting, or allowing to burn, a fire, including a charcoal fire. Use of a portable propane camp stove is permitted if the stove's propane tank has a capacity of twenty pounds or less. Notwithstanding the foregoing, more stringent fire restrictions, including bans, issued by the Fire Chief, shall apply to, and supersede, any fires or stove use in the park that are otherwise allowed by this subsection.**

…

SECTION 2.

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

SECTION 3.

This Ordinance shall become effective immediately after final action by the Mayor.

**Action by City Council:**

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

Final adoption of Ordinance by City Council on _____, 2026.

APPROVED_____

President of City Council

**Action by the Mayor:**

☐ Approved on , 2026.

☐ Disapproved on based on the following objections:

_____

_____

_____

_____

_____

Mayor

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

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

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

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

_____

President of City Council

ATTEST

_____

City Clerk

**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** April 13, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Steven Meier, Director of Parks and Recreation

SUBJECT: AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A LEASE BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE PRESBYTERY OF PUEBLO FOR SUNSET PARK

## SUMMARY:

Attached is a Proposed Ordinance approving and authorizing the Mayor to sign an agreement to lease land from the Presbytery of Pueblo currently operated by the City as Sunset Park.

## PREVIOUS COUNCIL ACTION:

Council approved the original lease agreement for the Sunset Park land on October 26, 1970. The lease agreement was terminated and replaced with an amended lease agreement in 1971 via Resolution 2813. The agreement was extended in 1996 via Resolution 7956 and again in 2018 via Resolution 14128.

## BACKGROUND:

This property has been utilized by the City as a park continuously since the original lease agreement between the City and Westminster Presbyterian Church was approved in 1970. Westminster Presbyterian Church closed in September 2025 and was succeeded by the Presbytery of Pueblo as the owner of the leased premises. This agreement would provide for a ten-year lease of the Sunset Park land by the City for the sum of $1.00 per year.

## FINANCIAL IMPLICATIONS:

For the duration of the lease term and any extensions, the City will be responsible for maintenance of the park.

## BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

**STAKEHOLDER PROCESS:**

Not applicable to this Ordinance.

**ALTERNATIVES:**

If this Ordinance is not approved, the City will no longer be able to operate Sunset Park as a City Park.

**RECOMMENDATION:**

Approve the Ordinance.

**ATTACHMENTS:**

1. Sunset Park Lease Agreement with Presbytery of Pueblo

ORDINANCE NO.

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A LEASE BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE PRESBYTERY OF PUEBLO FOR SUNSET PARK

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

SECTION 1.

The Lease between the City of Pueblo, a Colorado municipal corporation, and the Presbytery of Pueblo, dated April 13, 2026, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved. The Mayor is authorized to execute and deliver said Lease in the name of the City and the City Clerk is authorized to affix the seal of the City thereto and attest same.

SECTION 2.

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

SUNSET PARK LEASE AGREEMENT BETWEEN PRESBYTERY OF PUEBLO ("Lessor") AND CITY OF PUEBLO, A MUNICIPAL CORPORATION ("Lessee")

THIS LEASE AGREEMENT ("Lease") is entered into as of the last date signed below by and between the Presbytery of Pueblo ("Lessor") and the City of Pueblo, a Colorado Municipal Corporation, ("Lessee").

WHEREAS, Lessee entered into an agreement with the Westminster Presbyterian Church commencing in 1970 and amended subsequently; and

WHEREAS, Westminster Presbyterian Church closed in September 2025, and is succeeded by Lessor as the owner of real property previously held by Westminster Presbyterian Church; and

WHEREAS, Lessor and Lessee (collectively, "Parties") are desirous of continuing Lessee's occupancy of a parcel of land located in the southwest corner of Lessor's property for use as a public playground, park, and similar related recreational amenities; and

WHEREAS, the Parties understand and agree that the amended lease agreement has not lapsed or expired at any time and has been legally enforceable since the execution of the original lease.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises, covenant, and conditions contained herein, Lessor and Lessee agree as follows:

1. Leased Property, Term and Rent.

Lessor hereby agrees to lease to Lessee the right and privilege to occupy and use the following described real property situated in the City and County of Pueblo, and State of Colorado:

> A parcel of land approximately 500' [E-W] by 170' [N-S] located in the Southwest Corner of the former Westminster Presbyterian Church property known as Sunset Park (the "Property"),

for a term of ten (10) years, expiring on December 31, 2036. Thereafter, the Lease shall automatically renew on an annual basis, where each renewal term shall begin on January 1 and end on December 31 of that year, unless terminated. Either party may terminate the Lease by providing written notice of intent not to renew at least thirty (30) days prior to the end of each current term. Lessee shall pay Lessor the sum of one dollar ($1.00) per year as Rent for the Property for the duration of the initial term and any renewal terms.

2. Use and Maintenance of the Property.

   a. Lessee shall use and maintain the Property as a public park and recreation area. Lessee agrees to seed or maintain grass and utilize the Park as a public park and

recreation area. Lessee is granted the right and privilege of landscaping and erecting such fixtures, facilities, and improvements as would be necessary or helpful for playground and recreation purposes. Lessee shall have the privilege of grading said grounds where necessary.

b. It is expressly understood and agreed that any and all such fixtures, facilities, and improvements erected by Lessee may be removed by the Lessee upon termination of this Lease. Any such fixtures, facilities, or improvements remaining on leased premises upon termination of this Lease shall become sole property of the Lessor.

c. Lessee shall not cause damage to remaining portion of property occupied by Lessor. Lessor assumes no responsibility for the condition of the premises, and Lessee agrees to maintain insurance at all times during possession covering any liability which may be incurred by use or operation of the Park including improvements erected by Lessee. Lessee further agrees to hold harmless Lessor from all claims or demands arising out of or by reason of such use of Park.

d. Lessee agrees to pay general taxes, if any, levied against the Park property during the term of this Lease.

e. Lessee may peacefully have, hold and enjoy the Property, subject to the terms of this Lease Agreement, provided that Lessee fulfils all of Lessee's covenants and agreements contained herein.

3. Default.

a. In the event of default at any time by either party in the performance of any of its covenants and obligations herein contained, and such default is not cured within thirty (30) days after written notice specifying the default is given by the non-defaulting Party to the defaulting Party, then, in such event, in addition to all other rights, the non-defaulting Party shall have the right, upon ten (10) days' notice in writing to the defaulting Party specifying the date of termination, to terminate this Lease and Lessor may at such time reenter and take possession of the Leased Premises.

b. In the event the Parties hereto become involved in litigation arising out of this Lease, or the performance or breach thereof, the Court shall award costs, expenses, and reasonable attorney fees to the substantially prevailing Party.

c. If Lessee or City violates any of the terms and provisions of this Lease or defaults in any of its obligations hereunder, such violation may be restrained or such obligation enforced by injunction at the instance and request of City or Lessee, as applicable, without the showing of any special damages or an inadequate remedy at law.

4. Notices.

All notices, demands or communications of any kind which may be required or desired to be served, given or made by Lessor upon or to Lessee, under the terms of or in connection with this Lease Agreement, shall be sufficiently served, given or made (as an alternative to personal service upon City) if such notice, demand or communication is sent by overnight courier or certified United States mail, addressed to:

**For the City:**
City of Pueblo Director of Parks and Recreation
800 Goodnight Avenue
Pueblo, Colorado 81005

**with a copy to:**
City of Pueblo Law Department
101 W. Riverwalk, 4th Floor
Pueblo, Colorado 81003

(or to such other person or address as may hereafter from time to time be designated for this purpose by Lessee to Lessor in writing).

**For the Presbytery of Pueblo:**
Stated Clerk: Janet Ballantyne
10 University Circle
Pueblo, CO 81005
(719) 250-5082

5. Miscellaneous Provisions.

a. This Lease shall be governed by the laws of the State of Colorado and shall be construed in accordance therewith without reference to such State's choice of law and/or conflict of law principles.

b. This Lease sets forth the entire and complete understanding and agreement of the Parties hereto with respect to the subject matter hereof. Lessee acknowledges and agrees that it has not relied upon any statements, representations, agreements or warranties of City except such as are expressed herein. This Lease shall be binding on the Parties, their successors and approved assigns. Upon execution of this Lease, any lease agreements or amendments between Lessee and Lessor as successor in interest to Westminster United Presbyterian Church are hereby deemed terminated and each party shall be released from all obligations thereunder.

c. The provisions of this Lease are and will be for the benefit of City and Lessee only and not for the benefit of any third party, and accordingly, no third party shall have

any right or remedy hereunder or the right to enforce any provision of this Lease. 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.

Executed in Pueblo, Colorado as of the last day and year first written below.

CITY OF PUEBLO,
a Colorado Municipal Corporation

[SEAL]

ATTEST:_____
Marisa Stoller, City Clerk

BY:_____
Heather Graham, Mayor

Date: _____

Date: _____

APPROVED AS TO FORM:

_____
Laura Portis, Assistant City Attorney

PRESBYTERY OF PUEBLO

[SEAL]

ATTEST:_____

BY:_____

Date: _____

Print: _____

Title: _____

Date: _____

**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** April 13, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Greg Pedroza, Director Aviation

SUBJECT: AN ORDINANCE APPROVING A SUB-AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES BETWEEN DIBBLE AND ASSOCIATES CONSULTING ENGINEERS, INC., AN ARIZONA CORPORATION, AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, FOR ENGINEERING DESIGN AND RELATED CONSTRUCTION ADMINISTRATION SERVICES IN CONNECTION WITH THE TAXIWAY A SEALCOAT (PHASE 1) PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE SAME

## SUMMARY:

This Ordinance approves Sub-Agreement for Professional Engineering Services between Dibble and Associates Consulting Engineers, Inc., an Arizona Corporation, and the City of Pueblo, a Colorado Municipal Corporation, for engineering design and related construction administration services in connection with the Taxiway A Sealcoat (Phase 1) project.

## PREVIOUS COUNCIL ACTION:

Resolution No. 16263, approved March 9, 2026, transferred funds from Project No. AP2101 to Project No. AP2603 for upfront project costs and grant matching.

## BACKGROUND:

The Colorado Department of Transportation (CDOT) Aeronautics Division conducted a pavement condition assessment for Taxiway A, and it was determined that Taxiway A from Runway 35/17 to Taxiway A10 is due for sealcoat maintenance. This project is on the Capital Improvement Plan schedule for 2026, approved by both the FAA and CDOT grant funds.

Dibble and Associates Consulting Engineers, Inc., an Arizona Corporation, submitted their proposal to complete the engineering design and construction administration in accordance with the master agreement as Engineer of Record for the Pueblo Memorial

Airport.

**FINANCIAL IMPLICATIONS:**

The total cost for design and construction administration is $150,759.87. The funds for this project will be paid from Project No. AP2603 – PUB Taxiway A Sealcoat (Phase 1).

**BOARD/COMMISSION RECOMMENDATION:**

Not applicable to this Ordinance.

**STAKEHOLDER PROCESS:**

Not applicable to this Ordinance.

**ALTERNATIVES:**

If this Ordinance is not approved, the project to sealcoat Taxiway A will not occur.

**RECOMMENDATION:**

Approve the Ordinance.

**ATTACHMENTS:**

1. Dibble_AP2603 AIP054 and 055 TAXIWAY A SEALCOAT (signed)

ORDINANCE NO.

AN ORDINANCE APPROVING A SUB-AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES BETWEEN DIBBLE AND ASSOCIATES CONSULTING ENGINEERS, INC., AN ARIZONA CORPORATION, AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, FOR ENGINEERING DESIGN AND RELATED CONSTRUCTION ADMINISTRATION SERVICES IN CONNECTION WITH THE TAXIWAY A SEALCOAT (PHASE 1) PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, The Colorado Department of Transportation (CDOT) Aeronautics Division conducted a pavement condition assessment of Taxiway A, and it was determined that the is due for sealcoat maintenance; and

WHEREAS, Dibble and Associates Consulting Engineers, Inc., an Arizona Corporation, submitted their proposal to complete the engineering design in accordance with the master agreement as Engineer of Record for the Pueblo Memorial Airport; NOW THEREFORE,

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

SECTION 1.

The Sub-Agreement for Professional Engineering Services between Dibble and Associates Consulting Engineers, Inc., an Arizona Corporation, and the City of Pueblo, a Colorado Municipal Corporation, to render certain professional planning, design, engineering and related services in connection with the Taxiway A Sealcoat (Phase 1), a copy of which is attached hereto, having been approved as to form by the City Attorney is hereby approved. The Mayor is authorized to execute and deliver the Agreement in the name of the City and the City Clerk is authorized to affix the seal of the City thereto and to attest same.

SECTION 2.

Funds for said project shall be from Project No. AP2603 – PUB Taxiway A Sealcoat (Phase 1).

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 to effectuate 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

# STANDARD FORM OF
# AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT made and entered this 27th day of April, 2026 ("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 (hereinafter "Engineer"), for Engineer to render certain professional planning, design, engineering, construction administration, and related services for Owner in connection with Project No. AP2603, Project Name: PUB Taxiway A Sealcoat (Phase1), hereinafter referred to as 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

[ x] - Preliminary Design (Schematic) Phase

[ x] - Final Design Phase

[ x] - Construction Documents & Bidding Phase

[ x] - 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 ADA Accessibility Guidelines (ADAAG) Manual developed by the U. S. Architectural and Transportation Barriers Board (1998) or ADA Standards for Accessible Design published at 28 C.F.R. Part 36, Appendix A, whichever is applicable. **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"). Engineer agrees it is subject to and shall comply with all applicable grant or loan conditions and the regulations of the Federal Agency 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 Agency 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 loans or grants. Should the applicable Federal Agency indicate that loans or grants shall not be granted or approved by the Agency, 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 $150,759.87 in the aggregate and computed in accordance with this Section. 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 forty (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."

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, 2024, 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 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 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, its 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 its 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 3020 East Camelback Road Suite 201 Phoenix, AZ 85016. 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 _8_ 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. STATE-IMPOSED MANDATES PROHIBITING ILLEGAL ALIENS FROM PERFORMING WORK.

(a) At or prior to the time for execution of this Agreement, Engineer shall submit to the Purchasing Agent of 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 Engineer will participate in either the "E-Verify Program" created in Public Law 208, 104th Congress, as amended and expanded in Public Law 156, 108th Congress, as amended, that is administered by the United States Department of Homeland Security or the "Department Program" established pursuant to section 8-17.5-102(5)(c), C.R.S. that is administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

(b) Engineer shall not:

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

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

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

(I) The Engineer shall have confirmed or attempted to confirm the employment eligibility of all of its employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

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

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

A. Notify the subconsultant and the Purchasing Agent of the City within three (3) days that the Engineer has actual knowledge that the subconsultant is employing or contracting with an illegal alien; and

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

(IV) The Engineer 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.

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

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

(f) Violation of this Section 11 by the Engineer shall constitute a material breach of contract and grounds for immediate termination. In the event of such termination, the Engineer shall be liable for Owner's actual and consequential damages.

(g) As used in this Section 11, the term "subconsultant" shall mean any subconsultant or subcontractor of Engineer rendering services with the scope of this Agreement.

## 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

**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** April 13, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: AN ORDINANCE APPROVING AMENDMENT NO. 1 TO THE PURCHASE ORDER FROM THE STATE OF COLORADO BY AND THROUGH THE COLORADO ENERGY OFFICE, WHICH PROVIDES FUNDING IN THE AMOUNT OF $72,000 AND REDUCING THE ESTABLISHED APPROPRIATION FROM $126,779 IN PROJECT ACCOUNT CI2509 - PUBLIC WORKS ENERGY COORDINATOR TO $78,779.

## SUMMARY:

This Ordinance accepts an amended small dollar grant in the form of a purchase order from the Colorado Energy Office in the amount of $72,000.00 for the purpose of acquiring the services of an energy coordinator.

## PREVIOUS COUNCIL ACTION:

City Council passed Ordinance No. 10942 on May 12, 2025, approving a purchase order issued by the Colorado Energy Office.

## BACKGROUND:

The original award required the City of Pueblo to match $6,779.00, which was provided by transfer from the 2025 Public Works Department Operating Budget (10140103 51060). The original grant award allocated to the project plus the City's match amount totaled $126,779.00, which was budgeted and appropriated into Project Account CI2509 - Public Works Energy Coordinator.

This Ordinance approves the acceptance of reduced funds in the amount of $72,000.00 from the Colorado Energy Office for the same purpose of acquiring the services of an energy coordinator to assist the Public Works Department with various energy-related work. Currently, Public Works is executing an Energy Performance Contract which will identify energy-saving and greenhouse gas reduction opportunities through the performance of an investment-grade audit which may serve as the baseline for seeking

funding for future capital projects to upgrade certain facility systems, components, and equipment using cost savings from energy consumption reductions to fund those upgrades. Public Works is also implementing a new software system to collect and analyze energy consumption data on City-owned facilities. This software ("Energy Manager") will facilitate monitoring of energy consumption, analysis of energy trends for each building/meter, and identification of future energy-saving opportunities. Through this grant, the Energy Coordinator will be able to assist the Department with these efforts and other energy-related matters over the next 6 months.

**FINANCIAL IMPLICATIONS:**

The already appropriated and budgeted funds in Project Account CI2509 will be reduced by the amount of $48,000.00 . Remaining in the account will be $72,000.00 from the amended small dollar grant in the form of a purchase order from the Colorado Energy Office, and the original City match of $6,779.00 The balance of the account will be reduced to reflect the updated award amount.

**BOARD/COMMISSION RECOMMENDATION:**

Not applicable to this Ordinance.

**STAKEHOLDER PROCESS:**

Not applicable to this Ordinance.

**ALTERNATIVES:**

Failure to approve the ordinance would preclude the City from being able to execute the project.

**RECOMMENDATION:**

Approval of the ordinance.

**ATTACHMENTS:**

1. CEO POGG1 25-1178 City of Pueblo Amd 1
2. CEO POGG1 25-1178 City of Pueblo (002)
3. Grant Certification_signed

ORDINANCE NO.

AN ORDINANCE APPROVING AMENDMENT NO. 1 TO THE PURCHASE ORDER FROM THE STATE OF COLORADO BY AND THROUGH THE COLORADO ENERGY OFFICE, WHICH PROVIDES FUNDING IN THE AMOUNT OF $72,000 AND REDUCING THE ESTABLISHED APPROPRIATION FROM $126,779 IN PROJECT ACCOUNT CI2509 - PUBLIC WORKS ENERGY COORDINATOR TO $78,779.

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

SECTION 1.

Amendment No. 1 to the small dollar grant purchase order no. POGG1,EFAA,202500001178, by and between the City of Pueblo, a Municipal Corporation, and State of Colorado by and through the Colorado Energy Office, attached hereto, having been approved as to form by the City Attorney, is hereby approved. The Mayor is authorized to execute Amendment No. 1 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 2.

Funds in the amount of $72,000.00 are hereby budgeted and appropriated in Project Account CI2509.

SECTION 3.

The officers of the City are authorized to perform any and all acts consistent with this ordinance and the attached Amendment No. 1 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 March 23, 2026.

Final adoption of Ordinance by City Council on April 13, 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

# STATE OF COLORADO

Office of the Governor
Colorado Energy Office

**ORDER**

**Number:** POGG1,EFAA,202500001178
**Date:** 3/25/26
**Description:**
EECBG Grant - UEI: NJK3BNUDRHJ7

**Effective Date:** 03/03/25
**Expiration Date:** 01/31/27

**BUYER**

**Buyer:**
**Email:**

**VENDOR**

CITY OF PUEBLO
PO BOX 1427
PUEBLO, CO 81002-1427

**Contact:** finance dept eft remits
**Phone:**

*******IMPORTANT*******

The order number and line number must appear on all invoices, packing slips, cartons, and correspondence.

**BILL TO**

Colorado Energy Office - Broadway
1600 Broadway
Suite 1960
Denver, CO 80202

**SHIP TO**

Colorado Energy Office - Broadway
1600 Broadway
Suite 1960
Denver, CO 80202

**SHIPPING INSTRUCTIONS**

**Delivery/Install Date:**
**FOB:**

**VENDOR INSTRUCTIONS**

**EXTENDED DESCRIPTION**

Exhibit A, Statement of Work, is hereby deleted in its entirety and is replaced with Exhibit A-1, attached hereto and incorporated by reference herein.

| Line Item | Commodity/Item Code | UOM | QTY | Unit Cost | Total Cost | MSDS Req. |
|---|---|---|---|---|---|---|
| 1 | G1000 | | 0 | 0.00 | $72,000.00 | ☐ |
| Description: | Grant Commodity | | | | | |
| Service From: | 03/03/25 | | Service To: | 01/31/27 | | |

**TERMS AND CONDITIONS**

https://www.colorado.gov/osc/purchase-order-terms-conditions

**REASON FOR MODIFICATION**

Change Order Number: 1

Agreement amendment to decrease total grant amount, update grant period to align with DOE period of performance, and update milestone deadlines to align with an expedited timeline.

**DOCUMENT TOTAL = $72,000.00**

# Exhibit A-1 – Statement of Work

## I. Project Background and Description

The State of Colorado's Energy Office (CEO or State hereafter) was awarded funding from the U.S. Department of Energy (DOE) for funding under its Energy Efficiency and Conservation Block Grant (EECBG) program which provides local governments in Colorado with staff capacity support to enable projects and programs that reduce greenhouse gas (GHG) emissions. This work is consistent with DOE's stated Energy Efficiency and Renewable Energy (EERE) efforts. Grantee was awarded as a result of the competitive CEO Energy Efficiency and Conservation Block Grant Application.

Because this work is also consistent with the CEO mission and helps advance the Colorado Greenhouse Gas Pollution Reduction Roadmap 2.0, CEO agrees to provide grant funds to the **City of Pueblo** (Grantee hereafter) to engage a contractor to add capacity. For the purposes of this Statement of Work, the DOE EECBG funding, and CEO communications, the position will be referred to as the title of "Sustainability Project Coordinator," but locally, the Grantee can decide to change the title as it likes. The Sustainability Project Coordinator will add staff support to local government for the GHG reduction activities outlined in the sections and tasks below.

CEO will fund the Grantee until funds are exhausted, not to exceed the January 31, 2027 grant term. The State may either extend or terminate this Agreement as noted in the *Small Dollar Award Term* section below. If the Grantee has completed all tasks, it may also request to terminate this Agreement sooner. These funds must be used for the stated purpose in this Statement of Work (SOW) and cannot supplant funding for existing staff. Grant funds shall be used to add staff capacity toward advancing local actions to reduce local GHG emissions. The Grantee is required to identify how they will

sustain these positions after the grant funding period ends.

## II. Work Tasks, Deliverables, and Timeline

No good or service that will request reimbursement can be ordered or performed prior to the execution date of this Agreement. Any work product deliverables must comply with the State of Colorado accessibility technical standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), currently WCAG 2.1.

The Grantee shall perform the following work tasks and provide the following deliverables to CEO, subject to the CEO's final approval and discretion. All final deliverables must adhere to the most recent published version of the Colorado Governor's Office of Information Technology (OIT) Accessibility Technical Standards.

Using these funds, the Grantee is responsible for hiring a contractor position to add staff capacity that will ultimately perform the duties noted in this Statement of Work. Additionally, per CEO's EECBG grant award from DOE, the Grantee will still need to identify how it will sustain the position after the grant funding period.

Because CEO grant funding cannot supplant existing staff, reimbursement for any tasks listed below are not expected to be reimbursable until a Sustainability Project Coordinator is under contract. This requirement and other actions associated with this funding are detailed below.

### Task 1 - Project Communication

Description/Subtasks:

- Task 1.1
  Within one month of the Small Dollar Grant Award Effective Date, the Grantee shall work to set a kick-off meeting with CEO to outline initial planning, reporting, hiring process and the plan for monthly communication including reporting and

phone calls.

- Task 1.2

  Monthly check-in calls are required with CEO each month by the end of the month and must be established by the Grantee. If CEO determines monthly meetings need to be held more or less frequently, CEO will communicate that in writing to the Grantee and a new schedule (e.g. bimonthly) will be established. The first monthly call that takes place after the new Sustainability Project Coordinator has been engaged will serve to reiterate information shared at the kickoff meeting, current project status and next steps. Monthly check-in calls shall be supported by short written reports as detailed in the following task.

- Task 1.3

  To fulfill obligations to CEO, monthly reports will be required and quarterly reports will be required to fulfill obligations to DOE. The Grantee will provide both monthly and quarterly reports to CEO. Monthly reports will be due no later than 7 days after the end of the month while quarterly reports will be due by the 10th of the month following the end of the previous quarter. For example, if the first quarter ends on March 31, the report for the first quarter will be due by April 10th. The second quarter report would be due three months later on July 10th, and every three months thereafter through the end of the life of the grant. Monthly and quarterly reports shall, at a minimum consist of the following:
    - Project/grant status and whether or not work in on-track or behind
    - Description of the deliverables and tasks completed
    - Budget spent and remaining budget
    - Any findings and/or developed goals
    - Any unanticipated outcomes or roadblocks
    - Next steps in the project

<u>Summary of Task 1 Deliverables</u>

- **Grantee Kickoff Meeting** - scheduled within one month of the Small Dollar Grant Award Effective Date as described in Task 1.1.
- **Monthly Calls** - scheduled within one month of the Small Dollar Grant Award and every month after as described in Task 1.2.
- **Monthly and Quarterly Reports** - monthly reports are sent monthly and quarterly reports will be sent every three months as described in Task 1.3.

## Task 2 – Contract with the Sustainability Project Coordinator

Description/Subtasks:

The Grantee shall engage a Sustainability Project Coordinator, as a contractor, no later than June 15, 2026, to carry out the duties in this Statement of Work. For the purposes of this Statement of Work, the DOE EECBG funding, and CEO communications, the position will be referred to as the Sustainability Project Coordinator, but locally the Grantee can decide to change the title as it likes.

Summary of Task 2 Deliverables

- **Enter contract with Sustainability Project** - No later than June 15, 2026.

## Task 3 - Development of a Work Plan and Implementation Goals

Description/Subtasks:

The Grantee shall develop a work plan to advance local GHG reductions no later than May 15, 2026. This does not need to be a highly produced report and can be presented to CEO in whatever format (e.g. spreadsheet, Google document, PDF) the Grantee prefers and saves the Grantee time as long as it provides a high-level overview of the Grantee GHG reduction (or similar sustainability) efforts and the intended focus of the Sustainability Project Coordinator as discussed in the further below.

The work plan may consider local initiatives such as:

- Any local work done to date to quantify and target GHG emissions.
- Any related city policies, programs and incentives for specific sectors (e.g. transportation, building decarbonization, waste and recycling, land use, etc.)
- Any energy use benchmarks and/or any locally promoted certification programs (e.g. Leadership in Energy and Environmental Design or LEED).
- Any existing stated goals for the reduction of GHGs and any baseline data.
- Any related educational, marketing, outreach, training or similar efforts that work with the public, commercial properties, etc.
- Any state, local and federal grants or loans (e.g. EERE loans) opportunities the Grantee may consider pursuing to sustain this work.

If the Grantee has already developed a document that can serve as a work plan (e.g. sustainability plan, climate plan, the Sustainability Project Coordinator job description, or similar document), no new work plan needs to be created. However, the Grantee will need to submit the identified document to CEO. In all cases, the Grantee's submitted work plan must either include or be supported by an addendum that provides a set of clearly summarized goals the Grantee envisions it will have the Sustainability Project Coordinator pursue using this funding.

Summary of Task 3 Deliverables

- **Submit Work Plan** - No later than May 15, 2026

## Task 4 - Implementation of Work Plan Goals

Description/Subtasks:

Upon entry of a contract, the Sustainability Project Coordinator shall begin implementing local goals to reduce energy use and reduce GHG emissions pursuant to or in conjunction with the development of the work plan (or document submitted in lieu). Local goals that are actively being pursued do not need to pause, be put on hold or otherwise wait for the work plan to be completed and submitted to CEO. However, those efforts shall be

included in the goals of the work plan once it is submitted to CEO.

The intent is for CEO and the Grantee to have a shared understanding of the initiatives the Sustainability Project Coordinator will be focusing on. CEO understands these goals can change and may be added to over time which can be communicated to CEO during check-ins, monthly reports and quarterly reports.

Summary of Task 4 Deliverables

- **Implement Work Plan Goals -** through the life of the grant.

## Task 5 Final Report of Successes and Plan to Secure Position

Description/Subtasks:

As part of closing out the grant award, a summary of the work that has been accomplished, successes of the program, and progress toward goals stated in the work plan shall be provided to CEO. This shall include a summary of any tracked data. It shall also include a statement as to how the Grantee has identified opportunities to progress or sustain the Sustainability Project Coordinator position after the grant term. CEO will review the submitted draft and provide any comments within one week. The Grantee shall submit a final report that reflects CEO's comments prior to submitting the final invoice.

Summary of Task 5 Deliverables

- **Provide Final Report** - by the end of the grant term.

Summary of All Task 1 - 5 Deliverables

If project circumstances require modifications of the timelines within this SOW (prior to grant agreement expiration), the CEO may modify the respective Task deadlines (except for the grant agreement effective date and grant agreement expiration date) provided any such modifications are appropriately justified and mutually agreed upon in writing (i.e., email) by both the CEO and the Grantee.

| Task | Task Description |
|---|---|
| Task 1 | ● 1.1 Grantee Kickoff Meeting - scheduled within one month of the Small Dollar Grant Award Effective Date.<br>● 1.2 Monthly Calls - scheduled within one month of the Small Dollar Grant Award Effective Date; every month after.<br>● 1.3 Quarterly Reports - sent April 10th, 2025, and every three months thereafter. |
| Task 2 | Enter contract with Sustainability Project Coordinator - No later than June 15, 2026 |
| Task 3 | Submit a Work Plan - No later than May 15, 2026 |
| Task 4 | Implement Work Plan Goals - through the life of the grant. |
| Task 5 | Provide Final Report - by the end of the grant term. |

## III. Principal Representatives

Each individual identified below shall be the Principal Representative of the designating Party. The Grantee shall immediately notify the State if the Grantee's Principal Representative ceases to serve. Provided there is a good-faith reason for the change, if the Grantee wishes to replace its Principal Representative, it shall notify the State and seek its approval. Such approval is at the State's sole discretion, as the State issued this Agreement is, in part, reliant on the Grantee's representations regarding its Principal Representative. Such notice shall specify why the change is necessary, who the proposed replacement will be, what their qualifications are, how the Grantee plans to ensure quality assurance and quality control of the program, and when the change would take effect. Anytime the Grantee's Principal Representative ceases to serve, the

State, in its sole discretion, may direct the Grantee to suspend work until such time as their replacements are approved by CEO.

A. State:

Colorado Energy Office

Program Manager:

Carlos Tamayo, Local Government Climate Solutions, Program Manager

carlos.tamayo@state.co.us

303.866.2100

1600 Broadway, Suite 1930

Denver, CO 80202

B. Grantee:

Primary Grantee (Lead Applicant):

City of Pueblo

Molly Evans, PE

Deputy Director of Public Works

MEvans@pueblo.com

O: 719-553-2271

M: 719-568-1381

Upon the Grantee hiring a Sustainability Project Coordinator, the Grantee shall provide the CEO with the contractor's name, title, phone number, and email.

## IV. Acceptance Criteria

CEO shall determine whether deliverables meet the task requirements outlined in this Exhibit A-1, Statement of Work. The Grantee shall provide professional, high-quality deliverables that have gone through an internal quality assurance process. If the deliverables, invoices, and reports are inadequate, the CEO Program Manager(s) shall notify the Grantee with a request to correct, modify, or replace as needed.

## V. Reporting

As noted in the tasks above, the Grantee shall provide verbal and written progress reports to CEO monthly and produce/submit quarterly reports to CEO. These shall include descriptions of the work tasks performed, progress made, and budget spent consistent with the requirements stated in the Work Tasks, Deliverables, and Timeline section above. Quarterly reports will be submitted every three months in accordance with Task 1.3 in Section II of this document. Where funds have been spent, reports shall be accompanied by an invoice for services rendered and shall be submitted to CEO by the 10$^{th}$ day of the following month for which the work was completed.

## VI. Budget

The maximum amount payable under this Agreement to the Grantee by CEO shall be **$72,000,** as determined by the State from available funds.

The funds issued through this Agreement will cover the following:

| **Expenses** | **Budget** |
|---|---|
| Sustainability Project Coordinator (Contractor) | $72,000 |
| **Total Expenses** | **$72,000** |

## VII. Payment

Payments shall be made in accordance with the provisions set forth in this Statement of Work and Small Dollar Grant Award. The State shall pay Grantee the reasonable, allocable, and allowable costs for work performed based on satisfactory progress of the work defined in this Small Dollar Grant Award.

The Grantee shall invoice based on completion of deliverables outlined in the *Work Tasks, Deliverables, and Timeline* section. Alternatively, the Grantee can invoice CEO based on a time and materials basis, as stated in the *Budget* section, according to the task and deliverable budget above.

The Grantee shall be compensated only for work and services performed by Grantee as outlined in this Statement of Work and accepted by the CEO pursuant to the terms of this Small Dollar Grant Award. Payment shall also be contingent upon CEO's timely receipt and acceptance of required reports described herein.

The Grantee shall be reimbursed no more than once a month based on the submission of the Grantee's invoice and progress report. The progress report will provide detail of the work performed on each task or deliverable. The progress report shall substantiate the amounts on the invoice for each task/deliverable. The Grantee shall bill on a monthly salary basis (or on an hourly basis for contracted work) for work completed

across tasks according to the budget provided above.

## VIII. Small Dollar Grant Award Term

Grantee shall begin work upon the later of the Small Dollar Grant Award Service From Date as shown on the cover page of this Small Dollar Grant Award or upon the Grantee's acceptance of this Agreement. This Agreement shall terminate on January 31, 2027, unless sooner terminated or further extended as specified elsewhere herein. Any extensions will be contingent upon the CEO receiving written federal approval from DOE and will be communicated to the Grantee in writing if allowed. In cases where approval of an extension from DOE is granted, it is expected to only provide one additional year from the stated Agreement termination date and the Grantee will not be officially awarded an extension until such time as CEO updates and provides an amended Small Dollar Grant Award to the Grantee.

# STATE OF COLORADO

Office of the Governor
Colorado Energy Office

**ORDER**

**Number:** POGG1,EFAA,202500001178
**Date:** 3/4/25
**Description:**
EECBG Grant - UEI: NJK3BNUDRHJ7

**Effective Date:**
**Expiration Date:**

*******IMPORTANT*******

The order number and line number must appear on all invoices, packing slips, cartons, and correspondence.

**BILL TO**

Colorado Energy Office - Broadway
1600 Broadway
Suite 1960
Denver, CO 80202

**BUYER**

**Buyer:**
**Email:**

**VENDOR**

CITY OF PUEBLO
PO BOX 1427
PUEBLO, CO 81002-1427

**Contact:** finance dept eft remits
**Phone:**

**SHIP TO**

Colorado Energy Office - Broadway
1600 Broadway
Suite 1960
Denver, CO 80202

**SHIPPING INSTRUCTIONS**

**Delivery/Install Date:**
**FOB:**

**VENDOR INSTRUCTIONS**

**EXTENDED DESCRIPTION**

Exhibit A, Statement of Work, and Exhibit B, DOE Special Terms and Conditions are attached hereto and incorporated by reference herein.

| Line Item | Commodity/Item Code | UOM | QTY | Unit Cost | Total Cost | MSDS Req. |
|---|---|---|---|---|---|---|
| 1 | | | 0 | 0.00 | $120,000.00 | ☐ |

Description: Grant Commodity

Service From: 03/03/25 Service To: 08/31/27

**TERMS AND CONDITIONS**

https://www.colorado.gov/osc/purchase-order-terms-conditions

**DOCUMENT TOTAL = $120,000.00**

# Exhibit A – Statement of Work

## I. Project Background and Description

The State of Colorado's Energy Office (CEO or State hereafter) was awarded funding from the U.S. Department of Energy (DOE) for funding under its Energy Efficiency and Conservation Block Grant (EECBG) program which provides local governments in Colorado with staff capacity support to enable projects and programs that reduce greenhouse gas (GHG) emissions. This work is consistent with DOE's stated Energy Efficiency and Renewable Energy (EERE) efforts. Grantee was awarded as a result of the competitive CEO Energy Efficiency and Conservation Block Grant Application.

Because this work is also consistent with the CEO mission and helps advance the Colorado Greenhouse Gas Pollution Reduction Roadmap 2.0, CEO agrees to provide grant funds to the **City of Pueblo** (Grantee hereafter) to hire a full-time "Public Works Energy Coordinator." For the purposes of this Statement of Work, the DOE EECBG funding, and CEO communications, the position will be referred to as the title of "Sustainability Project Coordinator," but locally, the Grantee can decide to change the title as it likes. For the City of Pueblo, the title will be Public Works Energy Coordinator although CEO's standard title is used throughout and for the remainder of this SOW for consistency across EECBG Grantees. The Sustainability Project Coordinator will add staff support to local government for the GHG reduction activities outlined in the sections and tasks below.

CEO expects the Sustainability Project Coordinator to serve for at least eighteen months but recognizes that may extend longer based on the grant amount and salary. CEO will fund the Grantee for a minimum of eighteen months, or until funds are exhausted, not to exceed the August 31, 2027 grant term. The State may either extend or terminate this Agreement as noted in the *Small Dollar Award Term* section below. If

the Grantee has completed all tasks, it may also request to terminate this Agreement sooner. These funds must be used for the stated purpose in this Statement of Work (SOW) and cannot supplant funding for existing staff. Grant funds shall be used to add staff capacity toward advancing local actions to reduce local GHG emissions. The Grantee is required to identify how they will sustain these positions after the grant funding period ends.

## II. Work Tasks, Deliverables, and Timeline

No good or service that will request reimbursement can be ordered or performed prior to the execution date of this Agreement. Any work product deliverables must comply with the State of Colorado accessibility technical standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), currently WCAG 2.1.

The Grantee shall perform the following work tasks and provide the following deliverables to CEO, subject to the CEO's final approval and discretion. All final deliverables must adhere to the most recent published version of the Colorado Governor's Office of Information Technology (OIT) Accessibility Technical Standards.

Using these funds, the Grantee is responsible for hiring a position to add staff capacity that will ultimately perform the duties noted in this Statement of Work. In cases where a consultant is needed to support efforts due to an unsuccessful hiring process or for other reasons, CEO can allow for the use of a contractor (e.g. vendor; consultant). However, per CEO's EECBG grant award from DOE, the Grantee will still need to identify how it will sustain the position after the grant funding period.

Because CEO grant funding cannot supplant existing staff, reimbursement for any tasks listed below are not expected to be reimbursable until a Sustainability Project Coordinator is hired. This requirement and other actions associated with this funding are detailed below.

## Task 1 - Project Communication

Description/Subtasks:

- Task 1.1

  Within one month of the Small Dollar Grant Award Effective Date, the Grantee shall work to set a kick-off meeting with CEO to outline initial planning, reporting, hiring process and the plan for monthly communication including reporting and phone calls.

- Task 1.2

  Monthly check-in calls are required with CEO each month by the end of the month and must be established by the Grantee. If CEO determines monthly meetings need to be held more or less frequently, CEO will communicate that in writing to the Grantee and a new schedule (e.g. bimonthly) will be established. The first monthly call that takes place after the new Sustainability Project Coordinator has been hired will serve to reiterate information shared at the kickoff meeting, current project status and next steps. Monthly check-in calls shall be supported by short written reports as detailed in the following task.

- Task 1.3

  To fulfill obligations to CEO, monthly reports will be required and quarterly reports will be required to fulfill obligations to DOE. The Grantee will provide both monthly and quarterly reports to CEO. Monthly reports will be due no later than 7 days after the end of the month while quarterly reports will be due by the 10th of the month following the end of the previous quarter. For example, if the first quarter ends on March 31, the report for the first quarter will be due by April 10th. The second quarter report would be due three months later on July 10th, and every three months thereafter through the end of the life of the grant. Monthly and quarterly reports shall, at a minimum consist of the following:
    - Project/grant status and whether or not work in on-track or behind
    - Description of the deliverables and tasks completed

- Budget spent and remaining budget
- Any findings and/or developed goals
- Any unanticipated outcomes or roadblocks
- Next steps in the project

Summary of Task 1 Deliverables

- **Grantee Kickoff Meeting** - scheduled within one month of the Small Dollar Grant Award Effective Date as described in Task 1.1.
- **Monthly Calls** - scheduled within one month of the Small Dollar Grant Award and every month after as described in Task 1.2.
- **Monthly and Quarterly Reports** - monthly reports are sent monthly and quarterly reports will be sent every three months as described in Task 1.3.

## Task 2 - Hire the Sustainability Project Coordinator

Description/Subtasks:

Within six months of the Small Dollar Grant Award Effective Date, the Grantee shall hire a Sustainability Project Coordinator as either a staff position or a contractor to carry out the duties in this Statement of Work. The Grantee will provide an update to CEO on whether a staff person or contractor is being hired to carry out the duties of the position. For the purposes of this Statement of Work, the DOE EECBG funding, and CEO communications, the position will be referred to as the Sustainability Project Coordinator, but locally the Grantee can decide to change the title as it likes.

Summary of Task 2 Deliverables

- **Hire Sustainability Project Coordinator** - within six months of Small Dollar Grant Award Effective Date.

## Task 3 - Development of a Work Plan and Implementation Goals

Description/Subtasks:

Within six months from the time the Sustainability Project Coordinator is hired, the Grantee shall develop a work plan to advance local GHG reductions. This does not need to be a highly produced report and can be presented to CEO in whatever format (e.g. spreadsheet, Google document, PDF) the Grantee prefers and saves the Grantee time as long as it provides a high-level overview of the Grantee GHG reduction (or similar sustainability) efforts and the intended focus of the Sustainability Project Coordinator as discussed in the further below.

The work plan may consider local initiatives such as:

- Any local work done to date to quantify and target GHG emissions.
- Any related city policies, programs and incentives for specific sectors (e.g. transportation, building decarbonization, waste and recycling, land use, etc.)
- Any energy use benchmarks and/or any locally promoted certification programs (e.g. Leadership in Energy and Environmental Design or LEED).
- Any existing stated goals for the reduction of GHGs and any baseline data.
- Any related educational, marketing, outreach, training or similar efforts that work with the public, commercial properties, etc.
- Any state, local and federal grants or loans (e.g. EERE loans) opportunities the Grantee may consider pursuing to sustain this work.

If the Grantee has already developed a document that can serve as a work plan (e.g. sustainability plan, climate plan, the Sustainability Project Coordinator job description, or similar document), no new work plan needs to be created. However, the Grantee will need to submit the identified document to CEO. In all cases, the Grantee's submitted work plan must either include or be supported by an addendum that provides a set of

clearly summarized goals the Grantee envisions it will have the Sustainability Project Coordinator pursue using this funding.

Summary of Task 3 Deliverables

- **Submit Work Plan** - within six months of Sustainability Project Coordinator hire.

## Task 4 - Implementation of Work Plan Goals

Description/Subtasks:

Upon being hired, the Sustainability Project Coordinator shall begin implementing local goals to reduce energy use and reduce GHG emissions pursuant to or in conjunction with the development of the work plan (or document submitted in lieu). Local goals that are actively being pursued do not need to pause, be put on hold or otherwise wait for the work plan to be completed and submitted to CEO. However, those efforts shall be included in the goals of the work plan once it is submitted to CEO.

The intent is for CEO and the Grantee to have a shared understanding of the initiatives the Sustainability Project Coordinator will be focusing on. CEO understands these goals can change and may be added to over time which can be communicated to CEO during check-ins, monthly reports and quarterly reports.

Summary of Task 4 Deliverables

- **Implement Work Plan Goals** - through the life of the grant.

## Task 5 Final Report of Successes and Plan to Secure Position

Description/Subtasks:

As part of closing out the grant award, a summary of the work that has been accomplished, successes of the program, and progress toward goals stated in the work plan shall be provided to CEO. This shall include a summary of any tracked data. It shall

also include a statement as to how the Grantee has identified opportunities to progress or sustain the Sustainability Project Coordinator position after the grant term. CEO will review the submitted draft and provide any comments within one week. The Grantee shall submit a final report that reflects CEO's comments prior to submitting the final invoice.

Summary of Task 5 Deliverables

- **Provide Final Report** - by the end of the grant term.

Summary of All Task 1 - 5 Deliverables

| Task | Task Description |
|---|---|
| Task 1 | ● 1.1 Grantee Kickoff Meeting - scheduled within one month of Small Dollar Grant Award Effective Date.<br>● 1.2 Monthly Calls - scheduled within one month of Small Dollar Grant Award Effective Date; every month after.<br>● 1.3 Quarterly Reports - sent April 10th and every three months thereafter. |
| Task 2 | Hire Sustainability Project Coordinator - within six months of Small Dollar Grant Award Effective Date. |
| Task 3 | Submit a Work Plan - within six months of hiring Sustainability Project Coordinator. |
| Task 4 | Implement Work Plan Goals - through the life of the grant. |
| Task 5 | Provide Final Report - by the end of the grant term. |

## III. Principal Representatives

Each individual identified below shall be the Principal Representative of the designating Party. The Grantee shall immediately notify the State if the Grantee's Principal Representative ceases to serve. Provided there is a good-faith reason for the change, if the Grantee wishes to replace its Principal Representative, it shall notify the State and seek its approval. Such approval is at the State's sole discretion, as the State issued this Agreement is, in part, reliant on the Grantee's representations regarding its Principal Representative. Such notice shall specify why the change is necessary, who the proposed replacement will be, what their qualifications are, how the Grantee plans to ensure quality assurance and quality control of the program, and when the change would take effect. Anytime the Grantee's Principal Representative ceases to serve, the State, in its sole discretion, may direct the Grantee to suspend work until such time as their replacements are approved by CEO.

A. State:

Colorado Energy Office

Program Manager:

Eric Lowe, Local Government Project Manager

eric.lowe@state.co.us

720.653.4396

1600 Broadway, Suite 1930

Denver, CO 80202

B. Grantee:

Primary Grantee (Lead Applicant):

City of Pueblo

Andrew Hayes

Director of Public Works

ahayes@pueblo.us

719-553-2295

Upon the Grantee hiring a Sustainability Project Coordinator, the Grantee shall provide CEO with the new hire's name, title, phone number, and email.

## IV. Acceptance Criteria

CEO shall determine whether deliverables meet the task requirements outlined in this Exhibit A, Statement of Work. The Grantee shall provide professional, high-quality deliverables that have gone through an internal quality assurance process. If the deliverables, invoices, and reports are inadequate, the CEO Program Manager(s) shall notify the Grantee with a request to correct, modify, or replace as needed.

## V. Reporting

As noted in the tasks above, the Grantee shall provide verbal and written progress reports to CEO monthly and produce/submit quarterly reports to CEO. These shall include descriptions of the work tasks performed, progress made, and budget spent consistent with the requirements stated in the Work Tasks, Deliverables, and Timeline section above. Quarterly reports will be submitted every three months in accordance with Task 1.3 in Section II of this document. Where funds have been spent, reports shall be accompanied by an invoice for services rendered and shall be submitted to CEO by the 10$^{th}$ day of the following month for which the work was completed.

# VI. Budget

The maximum amount payable under this Agreement to the Grantee by CEO shall be **$120,000** as determined by the State from available funds. Budget changes of 10% or less may be made between tasks without written pre-approval from CEO program manager.

The funds issued through this Agreement will cover the following:

| | **Calendar Year 1** | **Calendar Year 2** | **Total** |
|---|---|---|---|
| **Expenses** | | (6 months) | |
| **Personnel/Labor** | | | |
| Energy Project Coordinator 1.0 FTE | | | |
| Salary/Wages (2.8% COLI annually) | 65,420 | 33,626 | $99,046 |
| Fringe Benefits (28% of salary) | 18,318 | 9,415 | $27,733 |
| | | | |
| **Total Expenses:** | **83,738** | **43,041** | **$126,779** |

*City of Pueblo will cover the remaining $6,779 and intends to work with City Council to permanently fund this position after 18 months

## VII. Payment

Payments shall be made in accordance with the provisions set forth in this Statement of Work and Small Dollar Grant Award. The State shall pay Grantee the reasonable, allocable, and allowable costs for work performed based on satisfactory progress of the work defined in this Small Dollar Grant Award.

The Grantee shall invoice based on completion of deliverables outlined in the *Work Tasks, Deliverables, and Timeline* section. Alternatively, the Grantee can invoice CEO based on a time and materials basis, as stated in the *Budget* section, according to the task and deliverable budget above.

The Grantee shall be compensated only for work and services performed by Grantee as outlined in this Statement of Work and accepted by the CEO pursuant to the terms of this Small Dollar Grant Award. Payment shall also be contingent upon CEO's timely receipt and acceptance of required reports described herein.

The Grantee shall be reimbursed no more than once a month based on the submission of the Grantee's invoice and progress report. The progress report will provide detail of the work performed on each task or deliverable. The progress report shall substantiate the amounts on the invoice for each task/deliverable. The Grantee shall bill on a monthly salary basis (or on an hourly basis for contracted work) for work completed across tasks according to the budget provided above.

## VIII. Small Dollar Grant Award Term

Grantee shall begin work upon the later of the Small Dollar Grant Award Service From Date as shown on the cover page of this Small Dollar Grant Award or upon the Grantee's acceptance of this Agreement. This Agreement shall terminate on August 31, 2027 unless sooner terminated or further extended as specified elsewhere herein. Any extensions will be contingent upon the CEO receiving written federal approval from DOE and will be communicated to the Grantee in writing if allowed. In cases where approval of an extension from DOE is granted, it is expected to only provide one additional year from the stated Agreement termination date and the Grantee will not be officially awarded an extension until such time as CEO updates and provides an amended Small Dollar Grant Award to the Grantee.

# Special Terms and Conditions

Colorado Energy Office ("Recipient"), which is identified in Block 5 of the Assistance Agreement, and the Office of State and Community Energy Programs ("SCEP"), and Energy Efficiency and Conservation Block Grant Program ("EECBG"), an office within the United States Department of Energy ("DOE"), enter into this Award, referenced above, to achieve the project objectives and the technical milestones and deliverables stated in Attachment 1 to this Award.

This Award consists of the following documents, including all terms and conditions therein:

| | |
|---|---|
| | Assistance Agreement |
| | Special Terms and Conditions |
| Attachment 1 | Activity File |
| Attachment 2 | Federal Assistance Reporting Checklist and Instructions |
| Attachment 3 | Budget Information SF-424A |
| Attachment 4 | Intellectual Property Provisions |
| Attachment 5 | Energy Efficiency and Conservation Strategy |

The following are incorporated into this Award by reference:

- DOE Assistance Regulations, 2 CFR part 200 as amended by 2 CFR part 910 at http://www.eCFR.gov.
- National Policy Requirements (November 12, 2020) at http://www.nsf.gov/awards/managing/rtc.jsp.
- The Recipient's application/proposal as approved by SCEP.
- Public Law 117-58, also known as the Bipartisan Infrastructure Law (BIL).

# Table of Contents

**Subpart A. General Provisions ..... 4**

**Term 1. Legal Authority and Effect** ..... 4
**Term 2. Flow Down Requirement** ..... 4
**Term 3. Compliance with Federal, State, and Municipal Law** ..... 4
**Term 4. Inconsistency with Federal Law** ..... 4
**Term 5. Federal Stewardship** ..... 4
**Term 6. NEPA Requirements** ..... 4
**Term 7. Notice Regarding the Purchase of American-Made Equipment and Products – Sense of Congress** ..... 6
**Term 8. Reporting Requirements** ..... 6
**Term 9. Lobbying** ..... 6
**Term 10. Publications** ..... 7
**Term 11. No-Cost Extension** ..... 7
**Term 12. Property Standards** ..... 7
**Term 13. Insurance Coverage** ..... 8
**Term 14. Real Property** ..... 8
**Term 15. Equipment** ..... 8
**Term 16. Supplies** ..... 9
**Term 17. Property Trust Relationship** ..... 9
**Term 18. Record Retention** ..... 9
**Term 19. Audits** ..... 9
**Term 20. Indemnity** ..... 10
**Term 21. Foreign National Participation** ..... 10
**Term 22. Post-Award Due Diligence Reviews** ..... 11

**Subpart B. Financial Provisions ..... 11**

**Term 23. Maximum Obligation** ..... 11
**Term 24. Refund Obligation** ..... 11
**Term 25. Allowable Costs** ..... 11
**Term 26. Indirect Costs** ..... 11
**Term 27. Decontamination and/or Decommissioning (D&D) Costs** ..... 13
**Term 28. Use of Program Income** ..... 13
**Term 29. Payment Procedures** ..... 13
**Term 30. Budget Changes** ..... 14

**Subpart C. Miscellaneous Provisions ..... 15**

**Term 31. Environmental, Safety and Health Performance of Work at DOE Facilities** ..... 15
**Term 32. System for Award Management and Universal Identifier Requirements** ..... 15
**Term 33. Nondisclosure and Confidentiality Agreements Assurances** ..... 17
**Term 34. Subrecipient Change Notification** ..... 18
**Term 35. Conference Spending** ..... 19
**Term 36. Recipient Integrity and Performance Matters** ..... 19
**Term 37. Export Control** ..... 21
**Term 38. Interim Conflict of Interest Policy for Financial Assistance** ..... 21
**Term 39. Organizational Conflict of Interest** ..... 22
**Term 40. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment** ..... 22
**Term 41. Human Subjects Research** ..... 23
**Term 42. Fraud, Waste and Abuse** ..... 24

**Subpart D. Bipartisan Infrastructure Law (BIL)-specific requirements ..... 25**

**Term 43. Reporting, Tracking and Segregation of Incurred Costs** ..... 25
**Term 44. Davis-Bacon Requirements** ..... 25
**Term 45. Buy American Requirement for Infrastructure Projects** ..... 27
**Term 46. Affirmative Action and Pay Transparency Requirements** ..... 32
**Term 47. Potentially Duplicative Funding Notice** ..... 32
**Term 48. Transparency of Foreign Connections** ..... 33
**Term 49. Foreign Collaboration Considerations** ..... 33

# Subpart A. General Provisions

## Term 1. Legal Authority and Effect

A DOE financial assistance award is valid only if it is in writing and is signed, either in writing or electronically, by a DOE Contracting Officer.

The Recipient may accept or reject the Award. A request to draw down DOE funds or acknowledgement of award documents by the Recipient's authorized representative through electronic systems used by DOE, specifically FedConnect, constitutes the Recipient's acceptance of the terms and conditions of this Award. Acknowledgement via FedConnect by the Recipient's authorized representative constitutes the Recipient's electronic signature.

## Term 2. Flow Down Requirement

The Recipient agrees to apply the terms and conditions of this Award, as applicable, including the Intellectual Property Provisions, to all subrecipients (and subcontractors, as appropriate), as required by 2 CFR 200.101, and to require their strict compliance therewith. Further, the Recipient must apply the Award terms as required by 2 CFR 200.327 to all subrecipients (and subcontractors, as appropriate), and to require their strict compliance therewith.

## Term 3. Compliance with Federal, State, and Municipal Law

The Recipient is required to comply with applicable Federal, state, and local laws and regulations for all work performed under this Award. The Recipient is required to obtain all necessary Federal, state, and local permits, authorizations, and approvals for all work performed under this Award.

## Term 4. Inconsistency with Federal Law

Any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this Award must be referred to the DOE Award Administrator for guidance.

## Term 5. Federal Stewardship

SCEP will exercise normal Federal stewardship in overseeing the project activities performed under this Award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to address deficiencies that develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the project objectives have been accomplished.

## Term 6. NEPA Requirements

DOE must comply with the National Environmental Policy Act (NEPA) prior to authorizing the use of Federal funds. Based on all information provided by the Recipient, SCEP has made a NEPA determination by issuing a categorical exclusion (CX) for all activities listed in the Activity

File approved by the Contracting Officer and the DOE NEPA Determination. The Recipient is thereby authorized to use Federal funds for the defined project activities, subject the Recipient's compliance with the conditions stated below and except where such activity is subject to a restriction set forth elsewhere in this Award.

**Condition(s):**

1. This NEPA Determination only applies to activities funded by the Administrative and Legal Requirements Document (ALRD) for the EECBG Program Formula Infrastructure Investment and Jobs Act (EECBG Formula - IIJA) awarded to non-tribal recipients proposing non-ground disturbing activities within states that have a DOE executed Historic Preservation Programmatic Agreement.
2. Activities not listed under "Blueprints and additional activities" within this NEPA determination are subject to additional NEPA review and approval by DOE. For activities requiring additional NEPA review, Recipients must complete the environmental questionnaire (EQ-1) found at https: //www.eere-pmc.energy.gov/NEPA.aspx and receive notification from DOE that the NEPA review has been completed and approved by the Contracting Officer prior to initiating the project or activities.
3. Activities proposed on tribal lands or tribal properties would be restricted to homes/buildings less than forty-five (45) years old and without ground disturbance. Recipients must contact the DOE Project Officer for a Historic Preservation Worksheet to request a review of activities that are listed below on tribal homes/buildings forty-five (45) years and older and/or ground disturbing activities. The DOE NEPA team must review the Historic Preservation Worksheet and notify the Recipient's DOE Project Officer before activities listed on the Historic Preservation Worksheet may begin.
4. This authorization does not include activities where the following elements exist: extraordinary circumstances; cumulative impacts or connected actions that may lead to significant effects on the human environment; or any inconsistency with the "integral elements" (as contained in 10 CFR Part 1021, Appendix B) as they relate to a particular project.
5. The Recipient must identify and promptly notify DOE of extraordinary circumstances, cumulative impacts or connected actions that may lead to significant effects on the human environment, or any inconsistency with the "integral elements" (as contained in 10 CFR Part 1021, Appendix B) as they relate to project activities.
6. Recipients must have a DOE executed Historic Preservation Programmatic Agreement and adhere to the terms and restrictions of its DOE executed Historic Preservation Programmatic Agreement. DOE executed Historic Preservation Programmatic Agreements are available at https://www.energy.gov/node/812599.
7. Recipients are responsible for reviewing the online NEPA and Historic preservation training at www.energy.gov/node/4816816 and contacting EECBG.NEPA@ee.doe.gov with any EECBG NEPA or historic preservation questions.

8. Recipients are required to submit an annual Historic Preservation Report in the Performance and Accountability for Grants in Energy system (PAGE) at https://www.page.energy.gov/default.aspx.
9. Most activities listed under "Blueprints and additional activities" within this NEPA determination are more restrictive than the Categorical Exclusion. The restrictions included in the "Blueprints and additional activities" must be followed.
10. This authorization excludes any activities that are otherwise subject to a restriction set forth elsewhere in the award.

This authorization is specific to the project activities and locations as described in the Activity File approved by the Contracting Officer and the DOE NEPA Determination.

***If the Recipient later intends to add to or modify the activities or locations*** as described in the approved Activity File and the DOE NEPA Determination, those new activities/locations or modified activities/locations are subject to additional NEPA review and are not authorized for Federal funding until the Contracting Officer provides written authorization on those additions or modifications. Should the Recipient elect to undertake activities or change locations prior to written authorization from the Contracting Officer, the Recipient does so at risk of not receiving Federal funding for those activities, and such costs may not be recognized as allowable cost share.

## Term 7. Notice Regarding the Purchase of American-Made Equipment and Products – Sense of Congress

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Award should be American-made.

## Term 8. Reporting Requirements

The reporting requirements for this Award are identified on the Federal Assistance Reporting Checklist, attached to this Award. Failure to comply with these reporting requirements is considered a material noncompliance with the terms of the Award. Noncompliance may result in withholding of future payments, suspension, or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards by Federal agencies.

## Term 9. Lobbying

By accepting funds under this Award, the Recipient agrees that none of the funds obligated on the Award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. § 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

## Term 10. Publications

The Recipient is required to include the following acknowledgement in publications arising out of, or relating to, work performed under this Award, whether copyrighted or not:

- *Acknowledgment:* "This material is based upon work supported by the U.S. Department of Energy's Office of State and Community Energy Programs (SCEP) under the Energy Efficiency and Conservation Block Grant Program (EECBG) Award Number DE-SE0000194."

- *Full Legal Disclaimer:* "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

  *Abridged Legal Disclaimer:* "The views expressed herein do not necessarily represent the views of the U.S. Department of Energy or the United States Government."

  Recipients should make every effort to include the full Legal Disclaimer. However, in the event that recipients are constrained by formatting and/or page limitations set by the publisher, the abridged Legal Disclaimer is an acceptable alternative.

## Term 11. No-Cost Extension

As provided in 2 CFR 200.308, the Recipient must provide the Contracting Officer with notice in advance if it intends to utilize a one-time, no-cost extension of this Award. The notification must include the supporting reasons and the revised period of performance. The Recipient must submit this notification in writing to the Contracting Officer and DOE Technology Manager/ Project Officer at least 30 days before the end of the current budget period.

Any no-cost extension will not alter the project scope, milestones, deliverables, or budget of this Award.

## Term 12. Property Standards

The complete text of the Property Standards can be found at 2 CFR 200.310 through 200.316. Also see 2 CFR 910.360 for additional requirements for real property and equipment for For-Profit recipients.

## Term 13. Insurance Coverage

See 2 CFR 200.310 for insurance requirements for real property and equipment acquired or improved with Federal funds. Also see 2 CFR 910.360(d) for additional requirements for real property and equipment for For-Profit recipients.

## Term 14. Real Property

Subject to the conditions set forth in 2 CFR 200.311, title to real property acquired or improved under a Federal award will conditionally vest upon acquisition in the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.311 before disposing of the property.

Except as otherwise provided by Federal statutes or by the Federal awarding agency, real property will be used for the originally authorized purpose as long as needed for that purpose. When real property is no longer needed for the originally authorized purpose, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity. The instructions must provide for one of the following alternatives: (1) retain title after compensating DOE as described in 2 CFR 200.311(c)(1); (2) Sell the property and compensate DOE as specified in 2 CFR 200.311(c)(2); or (3) transfer title to DOE or to a third party designated/approved by DOE as specified in 2 CFR 200.311(c)(3).

See 2 CFR 200.311 for additional requirements pertaining to real property acquired or improved under a Federal award. Also see 2 CFR 910.360 for additional requirements for real property for For-Profit recipients.

## Term 15. Equipment

Subject to the conditions provided in 2 CFR 200.313, title to equipment (property) acquired under a Federal award will conditionally vest upon acquisition with the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.313 before disposing of the property.

A state must use equipment acquired under a Federal award by the state in accordance with state laws and procedures.

Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as it is needed, whether or not the project or program continues to be supported by the Federal award. When no longer needed for the originally authorized purpose, the equipment may be used by programs supported by DOE in the priority order specified in 2 CFR 200.313(c)(1)(i) and (ii).

Management requirements, including inventory and control systems, for equipment are provided in 2 CFR 200.313(d).

When equipment acquired under a Federal award is no longer needed, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity.

Disposition will be made as follows: (1) items of equipment with a current fair market value of $5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to DOE; (2) Non-Federal entity may retain title or sell the equipment after compensating DOE as described in 2 CFR 200.313(e)(2); or (3) transfer title to DOE or to an eligible third party as specified in 2 CFR 200.313(e)(3).

See 2 CFR 200.313 for additional requirements pertaining to equipment acquired under a Federal award. Also see 2 CFR 910.360 for additional requirements for equipment for For-Profit recipients. See also 2 CFR 200.439 Equipment and other capital expenditures.

## Term 16. Supplies

See 2 CFR 200.314 for requirements pertaining to supplies acquired under a Federal award. See also 2 CFR 200.453 Materials and supplies costs, including costs of computing devices.

## Term 17. Property Trust Relationship

Real property, equipment, and intangible property, that are acquired or improved with a Federal award must be held in trust by the non-Federal entity as trustee for the beneficiaries of the project or program under which the property was acquired or improved. See 2 CFR 200.316 for additional requirements pertaining to real property, equipment, and intangible property acquired or improved under a Federal award.

## Term 18. Record Retention

Consistent with 2 CFR 200.334 through 200.338, the Recipient is required to retain records relating to this Award.

## Term 19. Audits

**A. Government-Initiated Audits**

The Recipient must provide any information, documents, site access, or other assistance requested by SCEP, DOE or Federal auditing agencies (e.g., DOE Inspector General, Government Accountability Office) for the purpose of audits and investigations. Such assistance may include, but is not limited to, reasonable access to the Recipient's records relating to this Award.

Consistent with 2 CFR part 200 as amended by 2 CFR part 910, DOE may audit the Recipient's financial records or administrative records relating to this Award at any time. Government-initiated audits are generally paid for by DOE.

DOE may conduct a final audit at the end of the project period (or the termination of

the Award, if applicable). Upon completion of the audit, the Recipient is required to refund to DOE any payments for costs that were determined to be unallowable. If the audit has not been performed or completed prior to the closeout of the award, DOE retains the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

DOE will provide reasonable advance notice of audits and will minimize interference with ongoing work, to the maximum extent practicable.

**B. Annual Independent Audits (Single Audit or Compliance Audit)**
The Recipient must comply with the annual independent audit requirements in 2 CFR 200.500 through .521 for institutions of higher education, nonprofit organizations, and state and local governments (Single audit), and 2 CFR 910.500 through .521 for for-profit entities (Compliance audit).

The annual independent audits are separate from Government-initiated audits discussed in part A. of this Term and must be paid for by the Recipient. To minimize expense, the Recipient may have a Compliance audit in conjunction with its annual audit of financial statements. The financial statement audit is **not** a substitute for the Compliance audit. If the audit (Single audit or Compliance audit, depending on Recipient entity type) has not been performed or completed prior to the closeout of the award, DOE may impose one or more of the actions outlined in 2 CFR 200.339, Remedies for Noncompliance.

## Term 20. Indemnity

The Recipient shall indemnify DOE and its officers, agents, or employees for any and all liability, including litigation expenses and attorneys' fees, arising from suits, actions, or claims of any character for death, bodily injury, or loss of or damage to property or to the environment, resulting from the project, except to the extent that such liability results from the direct fault or negligence of DOE officers, agents or employees, or to the extent such liability may be covered by applicable allowable costs provisions.

## Term 21. Foreign National Participation

If the Recipient (including any of its subrecipients and contractors) anticipates involving foreign nationals in the performance of the Award, the Recipient must, upon DOE's request, provide DOE with specific information about each foreign national to ensure compliance with the requirements for participation and access approval. The volume and type of information required may depend on various factors associated with the Award. The DOE Contracting Officer will notify the Recipient if this information is required.

DOE may elect to deny a foreign national's participation in the Award. Likewise, DOE may elect to deny a foreign national's access to a DOE sites, information, technologies, equipment, programs or personnel.

### Term 22. Post-Award Due Diligence Reviews

During the life of the Award, DOE may conduct ongoing due diligence reviews, through Government resources, to identify potential risks of undue foreign influence. In the event, a risk is identified, DOE may require risk mitigation measures, including but not limited to, requiring an individual or entity not participate in the Award.

## Subpart B. Financial Provisions

### Term 23. Maximum Obligation

The maximum obligation of DOE for this Award is the total "Funds Obligated" stated in Block 13 of the Assistance Agreement to this Award.

### Term 24. Refund Obligation

The Recipient must refund any excess payments received from SCEP, including any costs determined unallowable by the Contracting Officer. Upon the end of the project period (or the termination of the Award, if applicable), the Recipient must refund to SCEP the difference between (1) the total payments received from SCEP, and (2) the Federal share of the costs incurred. Refund obligations under this Term do not supersede the annual reconciliation or true up process if specified under the Indirect Cost Term.

### Term 25. Allowable Costs

SCEP determines the allowability of costs through reference to 2 CFR part 200 as amended by 2 CFR part 910. All project costs must be allowable, allocable, and reasonable. The Recipient must document and maintain records of all project costs, including, but not limited to, the costs paid by Federal funds, costs claimed by its subrecipients and project costs that the Recipient claims as cost sharing, including in-kind contributions. The Recipient is responsible for maintaining records adequate to demonstrate that costs claimed have been incurred, are reasonable, allowable and allocable, and comply with the cost principles. Upon request, the Recipient is required to provide such records to SCEP. Such records are subject to audit. Failure to provide SCEP adequate supporting documentation may result in a determination by the Contracting Officer that those costs are unallowable.

The Recipient is required to obtain the prior written approval of the Contracting Officer for any foreign travel costs.

### Term 26. Indirect Costs

**A. Indirect Cost Allocation:**

The Recipient has a Federally approved provisional Negotiated Indirect Cost Rate Agreement (NICRA) with a current effective period identified for billing and estimation purposes and it applies uniformly across all Federal awards. These costs

shall be reconciled or trued up (actual incurred costs) on an annual basis with the Recipient's cognizant agency. An updated rate proposal or NICRA is required if the Recipient requests to bill the DOE higher billing rates than those listed in the current NICRA.

**B. Fringe Cost Allocation:**

Fringe benefit costs have been allocated to this award under a segregated fringe billing rate. The fringe costs were found to be reasonable, allocable, and allowable as reflected in the budget. Fringe elements apply to both direct and indirect labor. Under a segregated cost pool, the fringe billing rate shall be treated as an indirect cost expenditure and must be reconciled annually.

**C. Subrecipient Indirect Costs (If Applicable):**

The Recipient must ensure its subrecipient's indirect costs are appropriately managed, have been found to be allowable, and comply with the requirements of this Award and 2 CFR Part 200 as amended by 2 CFR Part 910.

**D. Indirect Cost Stipulations:**

**i. Modification to Indirect Cost Billing Rates**

SCEP will not modify this Award solely to provide additional funds to cover increases in the Recipient's indirect cost billing rate(s). Adjustments to the indirect cost billing rates must be approved by the Recipient's Cognizant Agency or Cognizant Federal Agency Official.

The Recipient must provide a copy of an updated NICRA or indirect rate proposal to the DOE Award Administrator in order to increase indirect cost billing rates. If the Contracting Officer provides prior written approval, the Recipient may incur an increase in the indirect cost billing rates. Reimbursement will be limited by the budgeted dollar amount for indirect costs for each budget period as shown in Attachment 3 to this Award.

**ii. Annual Cost Reconciliation**

In accordance with Appendices III-VII of 2 CFR Part 200 or 48 CFR Part 42.7, governing for-profit organizations, the indirect cost billing rates shall be reconciled or trued up (actual incurred costs) on an annual basis via the annual incurred cost proposal within six months after the Recipient's fiscal year end.

**iii. Adjustments to Indirect Cost Billing Rates**

Following an official audit or adequacy review of the incurred cost proposal, one of the following shall apply:

1. If the Recipient's actual and final annual indirect cost billing rate(s) reflect that Recipient invoiced at higher billing rates than actually incurred, the Recipient must refund the Government the over-recovered amounts.

2. If the Recipient's actual and final annual indirect cost billing rate(s) reflect that the Recipient invoiced at lower billing rates than actually incurred, the Recipient may not be reimbursed for increases in its indirect cost rate, which resulted in an under-recovery. Increased indirect cost billing rates cannot be retroactively applied to the DOE award.

**iv. Award Closeout**

The closeout of the DOE award does not affect (1) the right of the DOE to disallow costs and recover funds on the basis of a later audit or other review; (2) the requirement for the Recipient to return any funds due as a result of later refunds, corrections or other transactions including final indirect cost billing rate adjustments; and (3) the ability of the DOE to make financial adjustments to a previously closed award resolving indirect cost payments and making final payments.

## Term 27. Decontamination and/or Decommissioning (D&D) Costs

Notwithstanding any other provisions of this Award, the Government shall not be responsible for or have any obligation to the Recipient for (1) Decontamination and/or Decommissioning (D&D) of any of the Recipient's facilities, or (2) any costs which may be incurred by the Recipient in connection with the D&D of any of its facilities due to the performance of the work under this Award, whether said work was performed prior to or subsequent to the effective date of the Award.

## Term 28. Use of Program Income

If the Recipient earns program income during the project period as a result of this Award, the Recipient must add the program income to the funds committed to the Award and used to further eligible project objectives.

## Term 29. Payment Procedures

**A. Method of Payment**

Payment will be made by reimbursement through the Department of Treasury's ASAP system.

**B. Requesting Reimbursement**

Requests for reimbursements must be made through the ASAP system.

**C. Adjusting Payment Requests for Available Cash**

The Recipient must disburse any funds that are available from repayments to and interest earned on a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds before requesting additional cash payments from SCEP.

**D. Payments**

All payments are made by electronic funds transfer to the bank account identified on the Bank Information Form that the Recipient filed with the U.S. Department of Treasury.

**E. Unauthorized Drawdown of Federal Funds**

For each budget period, the Recipient may not spend more than the Federal share authorized to that particular budget period, without specific written approval from the Contracting Officer. The Recipient must immediately refund SCEP any amounts spent or drawn down in excess of the authorized amount for a budget period. The Recipient and subrecipients shall promptly, but at least quarterly, remit to DOE interest earned on advances drawn in excess of disbursement needs, and shall comply with the procedure for remitting interest earned to the Federal government per 2 CFR 200.305, as applicable.

## Term 30. Budget Changes

**A. Budget Changes Generally**

The Contracting Officer has reviewed and approved the SF-424A in Attachment 3 to this Award.

Any increase in the total project cost, whether DOE share or Cost Share, which is stated as "Total" in Block 12 to the Assistance Agreement of this Award, must be approved in advance and in writing by the Contracting Officer.

Any change that alters the project scope, milestones or deliverables requires prior written approval of the Contracting Officer. SCEP may deny reimbursement for any failure to comply with the requirements in this term.

**B. Transfers of Funds Among Direct Cost Categories**

The Recipient is required to obtain the prior written approval of the Contracting Officer for any transfer of funds among direct cost categories where the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total project cost, which is stated as "Total" in Block 12 to the Assistance Agreement of this Award.



The Recipient is required to notify the DOE Technology Manager/Project Officer of

any transfer of funds among direct cost categories where the cumulative amount of such transfers is equal to or below 10 percent of the total project cost, which is stated as "Total" in Block 12 to the Assistance Agreement of this Award.

**C. Transfer of Funds Between Direct and Indirect Cost Categories**
The Recipient is required to obtain the prior written approval of the Contracting Officer for any transfer of funds between direct and indirect cost categories. If the Recipient's actual allowable indirect costs are less than those budgeted in Attachment 3 to this Award, the Recipient may use the difference to pay additional allowable direct costs during the project period so long as the total difference is less than 10% of total project costs and the difference is reflected in actual requests for reimbursement to DOE.

## Subpart C. Miscellaneous Provisions

### Term 31. Environmental, Safety and Health Performance of Work at DOE Facilities

With respect to the performance of any portion of the work under this Award which is performed at a DOE -owned or controlled site, the Recipient agrees to comply with all State and Federal Environmental, Safety and Health (ES&H) regulations and with all other ES&H requirements of the operator of such site.

Prior to the performance on any work at a DOE-owned or controlled site, the Recipient shall contact the site facility manager for information on DOE and site-specific ES&H requirements.

The Recipient is required apply this provision to its subrecipients and contractors.

### Term 32. System for Award Management and Universal Identifier Requirements

**A. Requirement for Registration in the System for Award Management (SAM)**
Unless the Recipient is exempted from this requirement under 2 CFR 25.110, the Recipient must maintain the currency of its information in SAM until the Recipient submits the final financial report required under this Award or receive the final payment, whichever is later. This requires that the Recipient reviews and updates the information at least annually after the initial registration, and more frequently if required by changes in its information or another award term.

**B. Unique Entity Identifier (UEI)**
SAM automatically assigns a UEI to all active SAM.gov registered entities. Entities no longer have to go to a third-party website to obtain their identifier. This information is displayed on SAM.gov.

If the Recipient is authorized to make subawards under this Award, the Recipient:

i. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from the Recipient unless the entity has provided its UEI number to the Recipient.

ii. May not make a subaward to an entity unless the entity has provided its UEI number to the Recipient.

**C. Definitions**

For purposes of this award term:

i. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at https://www.sam.gov).

ii. Unique Entity Identifier (UEI) is the 12-character, alpha-numeric identifier that will be assigned by SAM.gov upon registration.

iii. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR Part 25, subpart C:

1. A Governmental organization, which is a State, local government, or Indian Tribe.
2. A foreign public entity.
3. A domestic or foreign nonprofit organization.
4. A domestic or foreign for-profit organization.
5. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

iv. Subaward:

1. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the Recipient received this Award and that the Recipient awards to an eligible subrecipient.

2. The term does not include the Recipient's procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.501 Audit requirements, (f) *Subrecipients and Contractors* and/or 2 CFR 910.501 Audit requirements, (f)

*Subrecipients and Contractors*).

3. A subaward may be provided through any legal agreement, including an agreement that the Recipient considers a contract.

v. Subrecipient means an entity that:

1. Receives a subaward from the Recipient under this Award; and
2. Is accountable to the Recipient for the use of the Federal funds provided by the subaward.

## Term 33. Nondisclosure and Confidentiality Agreements Assurances

A. By entering into this agreement, the Recipient attests that it **does not and will not** require its employees or contractors to sign internal nondisclosure or confidentiality agreements or statements prohibiting or otherwise restricting its employees or contactors from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

B. The Recipient further attests that it **does not and will not** use any Federal funds to implement or enforce any nondisclosure and/or confidentiality policy, form, or agreement it uses unless it contains the following provisions:

i. *''These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.''*

ii. The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

iii. Notwithstanding provision listed in paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may

contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

## Term 34. Subrecipient Change Notification

Except for subrecipients specifically proposed as part of the Recipient's Application for award, the Recipient must notify the Contracting Officer and Project Manager in writing 30 days prior to the execution of new or modified subrecipient agreements, including naming any To Be Determined subrecipients. This notification does not constitute a waiver of the prior approval requirements outlined in 2 CFR part 200 as amended by 2 CFR part 910, nor does it relieve the Recipient from its obligation to comply with applicable Federal statutes, regulations, and executive orders.

In order to satisfy this notification requirement, the Recipient documentation must, as a minimum, include the following:

- A description of the research to be performed, the service to be provided, or the equipment to be purchased.
- Cost share commitment letter if the subrecipient is providing cost share to the Award.
- An assurance that the process undertaken by the Recipient to solicit the subrecipient complies with their written procurement procedures as outlined in 2 CFR 200.317 through 200.327.
- An assurance that no planned, actual or apparent conflict of interest exists between the Recipient and the selected subrecipient and that the Recipient's written standards of conduct were followed.[1]
- A completed Environmental Questionnaire, if applicable.
- An assurance that the subrecipient is not a debarred or suspended entity.
- An assurance that all required award provisions will be flowed down in the resulting subrecipient agreement.

[1] It is DOE's position that the existence of a "covered relationship" as defined in 5 CFR 2635.502(a)&(b) between a member of the Recipient's owners or senior management and a member of a subrecipient's owners or senior management creates at a minimum an apparent conflict of interest that would require the Recipient to notify the Contracting Officer and provide detailed information and justification (including, for example, mitigation measures) as to why the subrecipient agreement does not create an actual conflict of interest. The Recipient must also notify the Contracting Officer of any new subrecipient agreement with: (1) an entity that is owned or otherwise controlled by the Recipient; or (2) an entity that is owned or otherwise controlled by another entity that also owns or otherwise controls the Recipient, as it is DOE's position that these situations also create at a minimum an apparent conflict of interest.

The Recipient is responsible for making a final determination to award or modify subrecipient agreements under this agreement, but the Recipient may not proceed with the subrecipient agreement until the Contracting Officer determines, and provides the Recipient written notification, that the information provided is adequate.

Should the Recipient not receive a written notification of adequacy from the Contracting Officer within 30 days of the submission of the subrecipient documentation stipulated above, the Recipient may proceed to award or modify the proposed subrecipient agreement.

## Term 35. Conference Spending

The Recipient shall not expend any funds on a conference not directly and programmatically related to the purpose for which the grant was awarded that would defray the cost to the United States Government of a conference held by any Executive branch department, agency, board, commission, or office for which the cost to the United States Government would otherwise exceed $20,000, thereby circumventing the required notification by the head of any such Executive Branch department, agency, board, commission, or office to the Inspector General (or senior ethics official for any entity without an Inspector General), of the date, location, and number of employees attending such conference.

## Term 36. Recipient Integrity and Performance Matters

**A. General Reporting Requirement**

If the total value of your currently active Financial Assistance awards, grants, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this term. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

**B. Proceedings About Which You Must Report**

Submit the information required about each proceeding that:

i. Is in connection with the award or performance of a Financial Assistance, cooperative agreement, or procurement contract from the Federal Government;

ii. Reached its final disposition during the most recent five-year period; and

iii. Is one of the following:

1. A criminal proceeding that resulted in a conviction, as defined in paragraph E of this award term and condition;
2. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;
3. An administrative proceeding, as defined in paragraph E of this term, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or
4. Any other criminal, civil, or administrative proceeding if:
    a. It could have led to an outcome described in paragraph B.iii.1, 2, or 3 of this term;
    b. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
    c. The requirement in this term to disclose information about the proceeding does not conflict with applicable laws and regulations.

**C. Reporting Procedures**

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph B of this term. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

**D. Reporting Frequency**

During any period of time when you are subject to the requirement in paragraph A of this term, you must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, Financial Assistance awards, (including cooperative agreement awards) with a cumulative total value greater than $10,000,000, must disclose semiannually any information about the criminal, civil, and administrative proceedings.

**E. Definitions**

For purposes of this term:

i. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State

level but only in connection with performance of a Federal contract or Financial Assistance awards. It does not include audits, site visits, corrective plans, or inspection of deliverables.

ii. Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of *nolo contendere*.

iii. Total value of currently active Financial Assistance awards, cooperative agreements and procurement contracts includes—

1. Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
2. The value of all expected funding increments under a Federal award and options, even if not yet exercised.

## Term 37. Export Control

The United States government regulates the transfer of information, commodities, technology, and software considered to be strategically important to the U.S. to protect national security, foreign policy, and economic interests without imposing undue regulatory burdens on legitimate international trade. There is a network of Federal agencies and regulations that govern exports that are collectively referred to as "Export Controls." The Recipient is responsible for ensuring compliance with all applicable United States Export Control laws and regulations relating to any work performed under a resulting award.
The Recipient must immediately report to DOE any export control violations related to the project funded under this award, at the recipient or subrecipient level, and provide the corrective action(s) to prevent future violations.

## Term 38. Interim Conflict of Interest Policy for Financial Assistance

The DOE interim Conflict of Interest Policy for Financial Assistance (COI Policy) can be found at https://www.energy.gov/management/department-energy-interim-conflict-interest-policy-requirements-financial-assistance. This policy is applicable to all non-Federal entities applying for, or that receive, DOE funding by means of a financial assistance award (e.g., a grant, cooperative agreement, or technology investment agreement) and, through the implementation of this policy by the entity, to each Investigator who is planning to participate in, or is participating in, the project funded wholly or in part under this Award. The term "Investigator" means the PI and any other person, regardless of title or position, who is responsible for the purpose, design, conduct, or reporting of a project funded by DOE or proposed for funding by DOE. The Recipient must flow down the requirements of the interim COI Policy to any subrecipient non-Federal entities, with the exception of DOE National Laboratories. Further, the Recipient must identify all financial conflicts of interests (FCOI), i.e., managed and unmanaged/ unmanageable, in its initial and ongoing FCOI reports.

Prior to award, the Recipient was required to: 1) ensure all Investigators on this Award completed their significant financial disclosures; 2) review the disclosures; 3) determine whether a FCOI exists; 4) develop and implement a management plan for FCOIs; and 5) provide

DOE with an initial FCOI report that includes all FCOIs (i.e., managed and unmanaged/unmanageable). Within 180 days of the date of the Award, the Recipient must be in full compliance with the other requirements set forth in DOE's interim COI Policy.

## Term 39. Organizational Conflict of Interest

Organizational conflicts of interest are those where, because of relationships with a parent company, affiliate, or subsidiary organization, the Recipient is unable or appears to be unable to be impartial in conducting procurement action involving a related organization (2 CFR 200.318(c)(2)).

The Recipient must disclose in writing any potential or actual organizational conflict of interest to the DOE Contracting Officer. The Recipient must provide the disclosure prior to engaging in a procurement or transaction using project funds with a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe. For a list of the information that must be included the disclosure, see Section VI. of the DOE interim Conflict of Interest Policy for Financial Assistance at https://www.energy.gov/management/department-energy-interim-conflict-interest-policy-requirements-financial-assistance.

If the effects of the potential or actual organizational conflict of interest cannot be avoided, neutralized, or mitigated, the Recipient must procure goods and services from other sources when using project funds. Otherwise, DOE may terminate the Award in accordance with 2 CFR 200.340 unless continued performance is determined to be in the best interest of the Federal government.

The Recipient must flow down the requirements of the interim COI Policy to any subrecipient non-Federal entities, with the exception of DOE National Laboratories. The Recipient is responsible for ensuring subrecipient compliance with this term.

If the Recipient has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the Recipient must maintain written standards of conduct covering organizational conflicts of interest.

## Term 40. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

As set forth in 2 CFR 200.216, recipients and subrecipients are prohibited from obligating or expending project funds (Federal and non-Federal funds) to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a

substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

See Public Law 115-232, section 889 for additional information.

## Term 41. Human Subjects Research

Research involving human subjects, biospecimens, or identifiable private information conducted with Department of Energy (DOE) funding is subject to the requirements of DOE Order 443.1C, *Protection of Human Research Subjects*, 45 CFR Part 46, *Protection of Human Subjects* (*subpart A which is referred to as the "Common Rule"),* and 10 CFR Part 745, *Protection of Human Subjects*.

Federal regulation and the DOE Order require review by an Institutional Review Board (IRB) of all proposed human subjects research projects. The IRB is an interdisciplinary ethics board responsible for ensuring that the proposed research is sound and justifies the use of human subjects or their data; the potential risks to human subjects have been minimized; participation is voluntary; and clear and accurate information about the study, the benefits and risks of participating, and how individuals' data/specimens will be protected/used, is provided to potential participants for their use in determining whether or not to participate.

The Recipient shall provide the Federal Wide Assurance number identified in item 1 below and the certification identified in item 2 below to DOE prior to initiation of any project that will involve interactions with humans in some way (e.g., through surveys); analysis of their identifiable data (e.g., demographic data and energy use over time); asking individuals to test devices, products, or materials developed through research; and/or testing of commercially

available devices in buildings/homes in which humans will be present. *Note:* This list of examples is illustrative and not all inclusive.

No DOE funded research activity involving human subjects, biospecimens, or identifiable private information shall be conducted without:

1) A registration and a Federal Wide Assurance of compliance accepted by the Office of Human Research Protection (OHRP) in the Department of Health and Human Services; and
2) Certification that the research has been reviewed and approved by an Institutional Review Board (IRB) provided for in the assurance. IRB review may be accomplished by the awardee's institutional IRB; by the Central DOE IRB; or if collaborating with one of the DOE national laboratories, by the DOE national laboratory IRB.

The Recipient is responsible for ensuring all subrecipients comply and for reporting information on the project annually to the DOE Human Subjects Research Database (HSRD) at https://science.osti.gov/HumanSubjects/Human-Subjects-Database/home. *Note:* If a DOE IRB is used, no end of year reporting will be needed.

Additional information on the DOE Human Subjects Research Program can be found at: https://science.osti.gov/ber/human-subjects

## Term 42. Fraud, Waste and Abuse

The mission of the DOE Office of Inspector General (OIG) is to strengthen the integrity, economy and efficiency of DOE's programs and operations including deterring and detecting fraud, waste, abuse and mismanagement. The OIG accomplishes this mission primarily through investigations, audits, and inspections of Department of Energy activities to include grants, cooperative agreements, loans, and contracts. The OIG maintains a Hotline for reporting allegations of fraud, waste, abuse, or mismanagement. To report such allegations, please visit https://www.energy.gov/ig/ig-hotline.

Additionally, the Recipient must be cognizant of the requirements of 2 CFR § 200.113 Mandatory disclosures, which states:

> The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award including the term and condition outlined in appendix XII of 2 CFR Part 200 are required to report certain civil, criminal, or administrative proceedings to SAM (currently FAPIIS). Failure to make

required disclosures can result in any of the remedies described in § 200.339. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)

## Subpart D. Bipartisan Infrastructure Law (BIL)-specific requirements

### Term 43. Reporting, Tracking and Segregation of Incurred Costs

BIL funds can be used in conjunction with other funding, as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the BIL and related Office of Management and Budget (OMB) Guidance. The Recipient must keep separate records for BIL funds and must ensure those records comply with the requirements of the BIL. Funding provided through the BIL that is supplemental to an existing grant or cooperative agreement is one-time funding.

### Term 44. Davis-Bacon Requirements

This award is funded under Division D of the Bipartisan Infrastructure Law (BIL). All laborers and mechanics employed by the recipient, subrecipients, contractors or subcontractors in the performance of construction, alteration, or repair work in excess of $2000 on an award funded directly by or assisted in whole or in part by funds made available under this award shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code commonly referred to as the “Davis-Bacon Act” (DBA).

Recipients shall provide written assurance acknowledging the DBA requirements for the award or project and confirming that all of the laborers and mechanics performing construction, alteration, or repair, through funding under the award are paid or will be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by Subchapter IV of Chapter 31 of Title 40, United States Code (Davis-Bacon Act).

The Recipient must comply with all of the Davis-Bacon Act requirements, including but not limited to:

(1) ensuring that the wage determination(s) and appropriate Davis-Bacon clauses and requirements are flowed down to and incorporated into any applicable subcontracts or subrecipient awards.

(2) being responsible for compliance by any subcontractor or subrecipient with the Davis-Bacon labor standards.

(3) receiving and reviewing certified weekly payrolls submitted by all subcontractors and subrecipients for accuracy and to identify potential compliance issues.

(4) maintaining original certified weekly payrolls for 3 years after the completion of the project and must make those payrolls available to the DOE or the Department of Labor upon request, as required by 29 CFR 5.6(a)(2).

(5) conducting payroll and job-site reviews for construction work, including interviews with employees, with such frequency as may be necessary to assure compliance by its subcontractors and subrecipients and as requested or directed by the DOE.

(6) cooperating with any authorized representative of the Department of Labor in their inspection of records, interviews with employees, and other actions undertaken as part of a Department of Labor investigation.

(7) posting in a prominent and accessible place the wage determination(s) and Department of Labor Publication: WH-1321, Notice to Employees Working on Federal or Federally Assisted Construction Projects.

(8) notifying the Contracting Officer of all labor standards issues, including all complaints regarding incorrect payment of prevailing wages and/or fringe benefits, received from the recipient, subrecipient, contractor, or subcontractor employees; significant labor standards violations, as defined in 29 CFR 5.7; disputes concerning labor standards pursuant to 29 CFR parts 4, 6, and 8 and as defined in FAR 52.222-14; disputed labor standards determinations; Department of Labor investigations; or legal or judicial proceedings related to the labor standards under this Contract, a subcontract, or subrecipient award.

(9) preparing and submitting to the Contracting Officer, the Office of Management and Budget Control Number 1910-5165, Davis Bacon Semi-Annual Labor Compliance Report, by April 21 and October 21 of each year. Form submittal will be administered through the iBenefits system (https://doeibenefits2.energy.gov) or its successor system.

The Recipient must undergo Davis-Bacon Act compliance training and must maintain competency in Davis-Bacon Act compliance. The Contracting Officer will notify the Recipient of any DOE sponsored Davis-Bacon Act compliance trainings. The Department of Labor offers free Prevailing Wage Seminars several times a year that meet this requirement, at https://www.dol.gov/agencies/whd/government-contracts/construction/seminars/events.

The Department of Energy has contracted with, a third-party DBA electronic payroll compliance software application. The Recipient must ensure the timely electronic submission of weekly certified payrolls as part of its compliance with the Davis-Bacon Act unless a waiver is granted to a particular contractor or subcontractor because they are unable or limited in their ability to use or access the software.

**Davis Bacon Act Electronic Certified Payroll Submission Waiver**

A waiver must be granted before the award starts. The applicant does not have the right to appeal SCEP's decision concerning a waiver request.

For additional guidance on how to comply with the Davis-Bacon provisions and clauses, see https://www.dol.gov/agencies/whd/government-contracts/construction and https://www.dol.gov/agencies/whd/government-contracts/protections-for-workers-in-construction.

## Term 45. Buy American Requirement for Infrastructure Projects

### A. Definitions

**Components** are defined as the articles, materials, or supplies incorporated directly into the end manufactured product(s).

**Construction Materials** are an article, material, or supply—other than an item primarily of iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is used in an infrastructure project and is or consists primarily of non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), glass (including optic glass), lumber, drywall, coatings (paints and stains), optical fiber, clay brick; composite building materials; or engineered wood products.

**Domestic Content Procurement Preference Requirement**- means a requirement that no amounts made available through a program for federal financial assistance may be obligated for an infrastructure project unless—
(A) all iron and steel used in the project are produced in the United States;
(B) the manufactured products used in the project are produced in the United States; or
(C) the construction materials used in the project are produced in the United States.
Also referred to as the **Buy America Requirement**.

**Infrastructure** includes, at a minimum, the structures, facilities, and equipment located in the United States, for: roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking

water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and generation, transportation, and distribution of energy - including electric vehicle (EV) charging.
The term "infrastructure" should be interpreted broadly, and the definition provided above should be considered as illustrative and not exhaustive.

**Manufactured Products** are items used for an infrastructure project made up of components that are not primarily of iron or steel; construction materials; cement and cementitious materials' aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

**Primarily of iron or steel** means greater than 50% iron or steel, measured by cost.

**Project**- means the construction, alteration, maintenance, or repair of infrastructure in the United States.

**Public**- The Buy America Requirement does not apply to non-public infrastructure. For purposes of this guidance, infrastructure should be considered "public" if it is: (1) publicly owned or (2) privately owned but utilized primarily for a public purpose. Infrastructure should be considered to be "utilized primarily for a public purpose" if it is privately operated on behalf of the public or is a place of public accommodation.

**B. Buy America Requirement**

None of the funds provided under this award (federal share or recipient cost-share) may be used for a project for infrastructure unless:

1. All iron and steel used in the project is produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

2. All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or

manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

3. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America Requirement only applies to articles, materials, and supplies that are consumed in, incorporated into, or permanently affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought into the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Requirement apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Recipients are responsible for administering their award in accordance with the terms and conditions, including the Buy America Requirement. The recipient must ensure that the Buy America Requirement flows down to all subawards and that the subawardees and subrecipients comply with the Buy America Requirement. The Buy America Requirement term and condition must be included all sub-awards, contracts, subcontracts, and purchase orders for work performed under the infrastructure project.

**C. Certification of Compliance**

The Recipient must certify or provide equivalent documentation for proof of compliance that a good faith effort was made to solicit bids for domestic products used in the infrastructure project under this Award.

The Recipient must also maintain certifications or equivalent documentation for proof of compliance that those articles, materials, and supplies that are consumed in, incorporated into, affixed to, or otherwise used in the infrastructure project, not covered by a waiver or exemption, are produced in the United States. The certification or

proof of compliance must be provided by the suppliers or manufacturers of the iron, steel, manufactured products and construction materials and flow up from all subawardees, contractors and vendors to the Recipient. The Recipient must keep these certifications with the award/project files and be able to produce them upon request from DOE, auditors or Office of Inspector General.

**D. Waivers**

When necessary, the Recipient may apply for, and DOE may grant, a waiver from the Buy America Requirement. Requests to waive the application of the Buy America Requirement must be in writing to the Contracting Officer. Waiver requests are subject to review by DOE and the Office of Management and Budget, as well as a public comment period of no less than 15 calendar days.

Waivers must be based on one of the following justifications:

1. Public Interest- Applying the Buy America Requirement would be inconsistent with the public interest;

2. Non-Availability- The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

3. Unreasonable Cost- The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

Requests to waive the Buy America Requirement must include the following:

- Waiver type (Public Interest, Non-Availability, or Unreasonable Cost);
- Recipient name and Unique Entity Identifier (UEI);
- Award information (Federal Award Identification Number, Assistance Listing number);
- A brief description of the project, its location, and the specific infrastructure involved;
- Total estimated project cost, with estimated federal share and recipient cost share breakdowns;

- Total estimated infrastructure costs, with estimated federal share and recipient cost share breakdowns;
- List and description of iron or steel item(s), manufactured goods, and/or construction material(s) the recipient seeks to waive from the Buy America Preference, including name, cost, quantity(ies), country(ies) of origin, and relevant Product Service Codes (PSC) and North American Industry Classification System (NAICS) codes for each;
- A detailed justification as to how the non-domestic item(s) is/are essential the project;
- A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and non-proprietary communications with potential suppliers;
- A justification statement—based on one of the applicable justifications outlined above—as to why the listed items cannot be procured domestically, including the due diligence performed (e.g., market research, industry outreach, cost analysis, cost-benefit analysis) by the recipient to attempt to avoid the need for a waiver. This justification may cite, if applicable, the absence of any Buy America-compliant bids received for domestic products in response to a solicitation; and
- Anticipated impact to the project if no waiver is issued.

The Recipient should consider using the following principles as minimum requirements contained in their waiver request:

- Time-limited: Consider a waiver constrained principally by a length of time, rather than by the specific project/award to which it applies. Waivers of this type may be appropriate, for example, when an item that is “non-available” is widely used in the project. When requesting such a waiver, the Recipient should identify a reasonable, definite time frame (e.g., no more than one to two years) designed so that the waiver is reviewed to ensure the condition for the waiver (“non-availability”) has not changed (e.g., domestic supplies have become more available).

- Targeted: Waiver requests should apply only to the item(s), product(s), or material(s) or category(ies) of item(s), product(s), or material(s) as necessary and justified. Waivers

should not be overly broad as this will undermine domestic preference policies.

- Conditional: The Recipient may request a waiver with specific conditions that support the policies of IIJA/BABA and Executive Order 14017.

DOE may request, and the Recipient must provide, additional information for consideration of this wavier. DOE may reject or grant waivers in whole or in part depending on its review, analysis, and/or feedback from OMB or the public. DOEs final determination regarding approval or rejection of the waiver request may not be appealed. Waiver requests may take up to 90 calendar days to process.

## Term 46. Affirmative Action and Pay Transparency Requirements

All federally assisted construction contracts exceeding $10,000 annually will be subject to the requirements of Executive Order 11246:

(1) Recipients, subrecipients, and contractors are prohibited from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identity or national origin.

(2) Recipients and Contractors are required to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment. This includes flowing down the appropriate language to all subrecipients, contractors and subcontractors.

(3) Recipients, subrecipients, contractors and subcontractors are prohibited from taking adverse employment actions against applicants and employees for asking about, discussing, or sharing information about their pay or, under certain circumstances, the pay of their co-workers.

The Department of Labor's (DOL) Office of Federal Contractor Compliance Programs (OFCCP) uses a neutral process to schedule contractors for compliance evaluations. OFCCP's Technical Assistance Guide[2] should be consulted to gain an understanding of the requirements and possible actions the recipients, subrecipients, contractors and subcontractors must take.

## Term 47. Potentially Duplicative Funding Notice

[2] See OFCCP's Technical Assistance Guide at: https://www.dol.gov/sites/dolgov/files/ofccp/Construction/files/ConstructionTAG.pdf?msclkid=9e397d68c4b111ec9d8e6fecb6c710ec Also see the National Policy Assurances http://www.nsf.gov/awards/managing/rtc.jsp

If the Recipient or subrecipients have or receive any other award of federal funds for activities that potentially overlap with the activities funded under this Award, the Recipient must promptly notify DOE in writing of the potential overlap and state whether project funds (i.e., recipient cost share and federal funds) from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items under this Award. If there are identical cost items, the Recipient must promptly notify the DOE Contracting Officer in writing of the potential duplication and eliminate any inappropriate duplication of funding.

## Term 48. Transparency of Foreign Connections

During the term of the Award, the Recipient must notify the DOE Contracting Officer within fifteen (15) business days of learning of the following circumstances in relation to the Recipient or subrecipients:

1. The existence of any joint venture or subsidiary that is based in, funded by, or has a foreign affiliation with any foreign country of risk;
2. Any current or pending contractual or financial obligation or other agreement specific to a business arrangement, or joint venture-like arrangement with an enterprise owned by a country of risk or foreign entity based in a country of risk;
3. Any current or pending change in ownership structure of the Recipient or subrecipients that increases foreign ownership related to a country of risk;
4. Any current or pending venture capital or institutional investment by an entity that has a general partner or individual holding a leadership role in such entity who has a foreign affiliation with any foreign country of risk;
5. Any current or pending technology licensing or intellectual property sales to a foreign country of risk; and
6. Any current or pending foreign business entity, offshore entity, or entity outside the United States related to the Recipient or subrecipient.

## Term 49. Foreign Collaboration Considerations

a. Consideration of new collaborations with foreign organizations and governments. The Recipient must provide DOE with advanced written notification of any potential collaboration with foreign entities, organizations or governments in connection with its DOE-funded award scope. The Recipient must await further guidance from DOE prior to contacting the proposed foreign entity, organization or government

regarding the potential collaboration or negotiating the terms of any potential agreement.

b. Existing collaborations with foreign entities, organizations and governments. The Recipient must provide DOE with a written list of all existing foreign collaborations in which has entered in connection with its DOE-funded award scope.

c. Description of collaborations that should be reported: In general, a collaboration will involve some provision of a thing of value to, or from, the Recipient. A thing of value includes but may not be limited to all resources made available to, or from, the recipient in support of and/or related to the Award, regardless of whether or not they have monetary value. Things of value also may include in-kind contributions (such as office/laboratory space, data, equipment, supplies, employees, students). In-kind contributions not intended for direct use on the Award but resulting in provision of a thing of value from or to the Award must also be reported. Collaborations do not include routine workshops, conferences, use of the Recipient's services and facilities by foreign investigators resulting from its standard published process for evaluating requests for access, or the routine use of foreign facilities by awardee staff in accordance with the Recipient's standard policies and procedures.

GRANT CERTIFICATION

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

Re: US Department of Energy (DOE Energy Efficiency and Conservation Block Grant (EECBG) through the State of Colorado's Energy Office (CEO)

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

By: _____ Date March 31, 2026

Name (print): Molly Evans

Title: Deputy Director of Public Works

**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** April 13, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: AN ORDINANCE APPROVING AN AGREEMENT TO DONATE PROPERTY AND RELEASE OF CLAIMS BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND VILLA BELLA EXPEDITIONARY SCHOOL, A COLORADO NONPROFIT CORPORATION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

## SUMMARY:

This Ordinance approves a Donation Agreement between the City of Pueblo and Villa Bella Expeditionary outlining terms and conditions related to a private donation for the Villa Bella Expeditionary School.

## PREVIOUS COUNCIL ACTION:

None.

## BACKGROUND:

The City of Pueblo purchased the property at 101 West Riverwalk, previously known as the PBR Building. In the building, the previous owners used Verkada equipment for their security system. The City uses a system by CIX Security and when updating the building during the remodel, all Verkada system equipment and components were removed. These items are of no value to the City because they can only be utilized by existing similar systems and require other components to operate. The potential of obtaining any funds for the equipment is very unlikely. The Donation Agreement being approved by this Ordinance outlines terms and conditions between the parties related to the donation.

## FINANCIAL IMPLICATIONS:

None. Under the Agreement, the City of Pueblo would donate the unusable Verkada equipment to Villa Bella Expeditionary School.

**BOARD/COMMISSION RECOMMENDATION:**

Not applicable to this Ordinance.

**STAKEHOLDER PROCESS:**

Not applicable to this Ordinance.

**ALTERNATIVES:**

Failure to approve the Ordinance will prevent the City from entering into the Agreement with the Villa Bella Expeditionary School.

**RECOMMENDATION:**

Approval of the Ordinance.

**ATTACHMENTS:**

1. Donation Agreement and Release - final

ORDINANCE NO.

AN ORDINANCE APPROVING AN AGREEMENT TO DONATE PROPERTY AND RELEASE OF CLAIMS BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND VILLA BELLA EXPEDITIONARY SCHOOL, A COLORADO NONPROFIT CORPORATION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

The Donation Agreement between the City of Pueblo, a Colorado Municipal Corporation, and Villa Bella Expeditionary School, a Colorado Nonprofit Corporation, 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 and the 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

AGREEMENT TO DONATE PROPERTY
AND
RELEASE OF CLAIMS

THIS AGREEMENT to Donate Property and Release of Claims ("Agreement") is made and entered into this _____day of _____, 2016, by and between Pueblo, a Municipal Corporation ("Donor") and Villa Bella Expeditionary School, a Colorado nonprofit corporation ("Donee").

WITNESSETH:

WHEREAS, Donor owns Verkada equipment (attachment A) (herein the "Property") which is surplus to its needs and is willing to transfer the Property to Donee; and

WHEREAS, the Donee has agreed to accept the Property in its current condition without warranty and to release Donor from any and all claims and demands with respect to the condition or future use of the Property; and

WHEREAS, the parties desire to enter into this Agreement setting forth the terms and conditions of the transfer of the Property.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Transfer. City transfers all its right, title, and interest in and to the Property to the Donee and Donee accepts such transfer.

2. Disclaimer of Warranty. DONEE ACCEPTS THE PROPERTY "AS IS, WITH ALL ITS FAULTS." DONOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN, OPERATION OR CONDITION OF THE PROPERTY, ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, THE ABSENCE OF LATENT OR OTHER DEFECTS (WHETHER OR NOT DISCOVERABLE), AND DONOR HEREBY DISCLAIMS THE SAME.

3. Release and Discharge. Donee agrees to completely release and forever discharge Donor and their agents, employees and officers of and from any and all claims, liabilities, or causes of action, whether known or unknown, disclosed or undisclosed, material or immaterial, liquidated or unliquidated, which Donee or its officers, agents and employees may have or may hereafter have against the Donor for or by reason of any matter, cause, or thing relating to the transfer, use, or condition of the Property.

4. Donee shall indemnify, defend and hold harmless the Donor and its officers agents

and employees from any and all claims, actions, assessments, demands, liabilities, causes of action, whatsoever which may arise after the date of this Agreement out of the transfer, use, operation, or condition of the Property.

5. The parties hereto agree to execute such other documents and to take such other actions, which may reasonably be necessary to further the purpose of this Agreement.

6. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, and assigns.

7. This Agreement constitutes the entire understanding between the parties pertaining to the subject matter hereof and supersedes any prior understandings, representations, warranties, and agreements between the parties hereto pertaining to the subject matter hereof, and may be modified only by a written agreement signed by all of the parties hereto.

IN WITNESS WHEREOF, the parties have entered into this Agreement the day and year first written above.

DONOR
CITY OF PUEBLO

_____ By_____
City Clerk Mayor

DONEE Villa Bella Expeditionary School,
a Colorado nonprofit corporation.

By_____

Name:_____

Title:_____

ATTEST:

_____

Name:_____

Title:_____

## Attachment A

| Item/Model | S/N |
|---|---|
| TD52 Video Intercom | DDD3-LGJX-KFMH |
| TD52 Video Intercom | DDD9-94EJ-CJMR |
| CB62-TE Camera | TEPQ-QHTT-GD69 |
| CB62 Camera | AC7J-NLHG-NMFX |
| CB62 Camera | AC7Q-QLRA-H7GE |
| CB62 Camera | AC7N-WCPP-HHJ6 |
| CB62 Camera | AC7J-GE4L-6HKN |
| CB62 Camera | AC7P-EY9E-34Q4 |
| CM41-E Camera | QJTR-PMAX-XQ9G |
| CM41-E Camera | QJTC-GN7Q-7YMQ |
| CM41-E Camera | SN COVERED |
| CD52 CAMERA | PEGT-JPM4-F6DL |
| Unidentifiable Camera | |
| AX11 IO Controller | 6GAH-GQ4L-WL3D |
| AC62 Door Controller | DXMA-HCJ6-M43D |
| Various Covers and Mounts | |

**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** April 13, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: AN ORDINANCE APPROVING A LEASE AGREEMENT BETWEEN BIG R HOLDINGS, INC., A COLORADO CORPORATION, AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

## SUMMARY:

This Ordinance approves a lease agreement between Big R Holdings, Inc., and the City of Pueblo for the property legally described as Lot 1, McDonnell Douglas Subdivision, City of Pueblo, Colorado.

## PREVIOUS COUNCIL ACTION:

None.

## BACKGROUND:

Big R Holdings, Inc., has requested to enter into a six-month lease of the property known as Lot 1 of the McDonnell Douglas Subdivision located at the Pueblo Memorial Airport Industrial Park (currently designated by the Pueblo County Assessor as Parcel No. 0330022001). The lease term would begin on May 1, 2026, and end no later than October 31, 2026. The property is a 6.34-acre undeveloped lot bordered on three sides by Lockheed Street, Braniff Avenue, and Excellence Avenue. Big R has expressed interest in purchasing the property for future expansion and has requested this lease to facilitate their exclusive use of the property as early as possible. If the City and Big R are able to successfully negotiate and execute an agreement to convey the property, the lease will terminate on the date of sale of the property to Big R.

## FINANCIAL IMPLICATIONS:

Under the terms of the lease, Big R Holdings, Inc., will pay the City $2,000.00 per month for leasing the property. Rents paid under the lease will not be credited toward the purchase price of the property if the sale is completed as anticipated.

**BOARD/COMMISSION RECOMMENDATION:**

Not applicable to this Ordinance.

**STAKEHOLDER PROCESS:**

Not applicable to this Ordinance.

**ALTERNATIVES:**

Failure to approve the ordinance would preclude the City from executing the Lease Agreement.

**RECOMMENDATION:**

Approval of the ordinance.

**ATTACHMENTS:**

1. Big R Lease Agreement (Final Draft-clean) (260401)

ORDINANCE NO.

AN ORDINANCE APPROVING A LEASE AGREEMENT BETWEEN BIG R HOLDINGS, INC., A COLORADO CORPORATION, AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

The Lease Agreement between the City of Pueblo, a Colorado Municipal Corporation and Big R Holdings, Inc., a Colorado Corporation, 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 Lease 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

# LEASE AGREEMENT

THIS LEASE is entered into as of this ____ day of _____, 2026, by and between the City of Pueblo, Colorado, a Colorado municipal corporation (the "Lessor") and Big R Holdings, Inc., a Colorado corporation (the "Lessee").

**WITNESSETH:**

WHEREAS, Lessor is the owner of an unimproved parcel of land located in the Pueblo Memorial Airport Industrial Park, consisting of approximately 6.34 acres, having the following legal description:

> Lot 1 McDonnell Douglas Subdivision
> Pueblo, CO 81001
> Pueblo County Assessor Parcel Number 03-330-22-001

(the "Leased Premises");

WHEREAS, Lessee has requested to lease the Leased Premises for a six (6) month period, and Lessor is agreeable to such lease upon the terms and conditions hereinafter set forth; and

WHEREAS, Lessee has further expressed an interest in the potential acquisition of the Leased Premises.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein, Lessor and Lessee hereby agree as follows:

## Article 1. Leased Premises

**1.01** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, the Leased Premises, subject to the covenants, provisions and conditions herein.

**1.02** This Lease and Lessee's use of the Leased Premises are subject to the easements, right-of-way, covenants, conditions, restrictions, reservations and limitations appearing of record, and applicable zoning and land use laws, ordinances, codes, and regulations governing and regulating the Leased Premises and its use.

## Article 2. Term

**2.01** The Term of this Lease shall be for six (6) months commencing May 1, 2026 (the "Commencement Date") and ending October 31, 2026 (the "Expiration Date").

**2.02** If and to the extent that the parties negotiate and execute a Contract to Buy and Sell Real Estate with respect to the Leased Premises prior to the Expiration Date and notwithstanding anything to the contrary in Section 2.01, this Lease shall automatically terminate, without further notice or action by either party, upon the date that title to the Leased Premises is conveyed by Lessor to Lessee.

**2.03** Lessor reserves the right to terminate this Lease at any time, for any reason or no reason, upon thirty (30) days' prior written notice to Lessee. In the event of such termination by Lessor, Lessee shall be entitled to a pro-rata refund of any prepaid rent for the period following the effective date of termination.

**Article 3. Rent**

**3.01** Lessee shall pay to Lessor monthly rent of Two Thousand Dollars ($2,000.00) in advance, without notice or demand, beginning with the Commencement Date and on the same day of each month thereafter during the entire Term.

**3.02** All monthly rent and other payments required to be made by Lessee hereunder which shall remain unpaid thirty (30) days after their due dates, shall bear interest at the rate of ten percent (10%) per annum until paid. All rent and other payments shall be made at or mailed by United States mail to the following address: City of Pueblo, Finance Dept., 101 W. Riverwalk, Pueblo, CO 81003 or such other address as Lessor may from time to time designate to Lessee in writing. The existence of default interest on unpaid rent shall not alter, nor shall it be construed or interpreted to alter the due date, or confer a grace period, after the due date of the rent as set forth in Section 3.01 above.

**3.03** Lessee's obligation to pay rent and other payments to Lessor hereunder is absolute and unconditional and rent or additional rent shall not be offset, abated, reduced or withheld for any cause whatsoever.

**3.04** It is the intent of the parties hereto that this Lease be a "net" lease with Lessor incurring no obligation, monetary or otherwise, for any expense of any nature associated with the use and operation of the Leased Premises and any component part thereof by the Lessee.

**3.05** All rent paid by Lessee under this Lease is independent consideration for Lessee's use and occupancy of the Leased Premises and shall not be credited toward or reduce the purchase price payable under any Contract to Buy and Sell Real Estate if negotiated and executed between Lessor and Lessee.

**Article 4. Use of Leased Premises**

**4.01** The Leased Premises shall be used and occupied by Lessee exclusively for commercial purposes associated with or incident to Lessee's established business activities and for such other activities of Lessee as are reasonably incident thereto.

**4.02** Lessee shall use the Leased Premises in a careful, safe and proper manner in compliance with all laws and regulations applicable to the Leased Premises and Lessee's use thereof. Lessee shall not cause, maintain or permit any nuisance or waste in, on, or about the Leased Premises.

**4.03** Lessee shall maintain the existing chain link perimeter fence and vehicular access gate on the Leased Premises in good repair and working condition. Any damage to the fence or gate caused by Lessee, its employees, agents, contractors, or invitees shall be

promptly repaired by Lessee at Lessee's sole cost and expense, or reimbursed to Lessor if Lessor elects to perform such repairs.

**4.04** At the end of the term of this lease, or upon termination of this Lease except by sale under Section 2.02, Lessee shall restore the Leased Premises to their condition at the inception of this lease, including but not limited to grade, level, drainage, soil type, state of compaction, and surface type.

**Article 5. Condition of Premises**

**5.01** EXCEPT AS SPECIFICALLY SET FORTH IN THIS LEASE, IT IS UNDERSTOOD AND AGREED THAT LESSOR IS NOT MAKING AND HAS NOT AT ANY TIME, MADE ANY WARRANTY OR REPRESENTATION OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE LEASED PREMISES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OR REPRESENTATION AS TO HABITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE (OTHER THAN THE COVENANT OF QUIET POSSESSION SET FORTH IN ARTICLE 13 HEREOF), ZONING, PHYSICAL OR ENVIRONMENTAL CONDITIONS, UTILITIES, GOVERNMENTAL APPROVALS, COMPLIANCE OF THE LEASED PREMISES WITH GOVERNMENTAL LAWS, THE TRUTH, ACCURACY OR COMPLETENESS OF ANY DOCUMENT OR OTHER INFORMATION PROVIDED TO LESSEE BY ANY OTHER PERSON, OR ANY OTHER MATTER OR THING REGARDING THE LEASED PREMISES.

**5.02** The taking of possession of the Leased Premises by Lessee after the Commencement Date shall be conclusive evidence that the Lessee accepts the Leased Premises in its then present condition "As Is, Where Is, With All Faults" and that the Leased Premises are in good and satisfactory condition at the time of the commencement of this Lease.

**Article 6. Alterations and Improvements**

**6.01** Lessee shall not make any additions, alterations or improvements in or to the Leased Premises including without limitation any construction or installation of any building, structure, tower, sign, pole, antenna, or other improvement or obstruction of any kind ("Alterations") without Lessor's prior written consent, which consent may be granted, conditioned, or withheld in Lessor's sole and absolute discretion.

**6.02** In the event Lessor grants written consent to any Alterations or improvements, Lessee shall comply with all applicable Federal Aviation Administration (FAA) regulations, including but not limited to 14 CFR Part 77 (Objects Affecting Navigable Airspace), and shall obtain all required FAA determinations, approvals, and obstruction marking and lighting requirements prior to commencing construction.

**6.03** Lessee shall not permit or allow any lien to be filed or recorded against the Leased Premises or Lessor's interest therein, and Lessee shall fully cooperate with Lessor in obtaining the protection afforded Lessor under Section 38-22-105(2), C.R.S., currently in effect or as subsequently amended.

**6.04** All Alterations made in or to the Leased Premises by Lessee with Lessor's written consent shall become part of the Leased Premises and be surrendered with the Leased Premises at the termination of this Lease, unless Lessor directs Lessee in writing to remove such Alterations and restore the Leased Premises to substantially the same condition as existed on the Commencement Date, ordinary wear and tear excepted.

**Article 7. Right of Entry**

Lessor, or Lessor's officers, employees, agents and representatives, as the case may be, may enter the Leased Premises during normal business hours upon oral or written notice to Lessee, except notice shall not be required in case of emergency, such as fire. Lessor and prospective purchasers (including Lessee) may enter the Leased Premises at reasonable times for purposes of surveying, geotechnical investigation, environmental sampling, or other due diligence activities in connection with the potential sale of the Leased Premises.

**Article 8. Assignment or Sublease**

Lessee shall not voluntarily or by operation of law assign all or any part of this Lease or Lessee's interest herein without the express written consent of Lessor, which consent will not be unreasonably delayed, conditioned or withheld. Lessor may withhold its consent if the proposed assignee's financial standing and responsibility at the time of the proposed assignment is not sufficient in the Lessor's sole discretion to give assurance of performance and compliance with all terms and conditions of this Lease. Upon such an assignment and consent after the effective date of such assignment and consent, such assignee shall execute, acknowledge and deliver to Lessor an assumption agreement in form and substance satisfactory to Lessor, whereby assignee agrees to observe and keep all the terms, provisions, covenants and conditions to be observed, performed and kept by Lessee hereunder. In the event of such assignment, Lessee shall not be released from any obligations arising or occurring under this Lease. Any assignment or attempted assignment of the Lease or any interest herein by Lessee without Landlord's express written consent shall be null and void. Lessee hereby represents and warrants that by hereby entering into this Lease, it is acting on its own behalf and not as an agent for any other person or entity, including any undisclosed principal. For purposes of this Article, sublease or an attempt to sublease by Lessee shall be considered an "assignment".

**Article 9. Insurance and Indemnification**

**9.01** Lessee shall indemnify and hold Lessor harmless from and defend Lessor against any and all claims or liability, including cost of defense and reasonable attorney fees, for any injury or damage to Lessee or its officers, agents or employees, or to Lessee's property, or to any third person, or to property of any third person: (a) occurring in, on or about the Leased Premises or any part thereof by or from any cause whatsoever except injury or damage caused by the wrongful or intentional acts of Lessor, its officers or employees; or (b) arising out of or resulting from the Leased Premises, or any condition thereon, or from Lessee's use and occupancy of the Leased Premises, or any activity conducted thereon.

**9.02** Lessee shall secure and maintain in full force and effect, at its expense, during the Term of this Lease, commercial general liability insurance including personal injury, property damage and contractual coverage in the minimum amount of One Million Dollars ($1,000,000.00) combined single limits naming Lessor as an additional named insured.

**9.03** Lessee shall secure and maintain during the Term of this Lease Colorado Worker's Compensation insurance or other similar coverage in the statutorily mandated amounts.

**9.04** A copy of each insurance policy, or certificate thereof, issued by an association or company authorized to issue such policy or policies under the law of the State of Colorado containing a provision prohibiting cancellation or material modification of the insurance except after thirty (30) days' notice to Lessor, shall be delivered to the Lessor within thirty (30) days after date of this Lease and thereafter the Lessee will furnish to Lessor evidence of the continuance of the insurance coverage required herein within a reasonable time after the same has been issued.

**9.05** Lessee hereby releases Lessor and Lessor's officers, agents, managers, directors, and employees from any and all claims and demands for loss, damages, expense or injury to any person or to personal property occurring on the Leased Premises. Lessee shall obtain from its respective insurers waivers of all rights of subrogation against Lessor and Lessee shall indemnify Lessor against any loss or expense, including reasonable attorneys' fees, resulting from the failure to obtain such waivers of subrogation.

**Article 10. Taxes and Assessments**

**10.01** Lessee shall pay, before delinquency, any and all property taxes levied or charged against any of the personal property belonging to it and situated on the Leased Premises and any possessory interest real property taxes.

**10.02** Lessee shall be solely responsible for the payment of its own tax obligations including, but are not limited to, sales and use taxes.

**Article 11. Utilities**

Lessee shall pay, before delinquent, City of Pueblo's combined service fee and all charges for sewer, water, gas, electricity, telephone and all other utility services furnished to or used in or supplied to the Leased Premises. Lessor shall not be obligated to furnish, provide, or pay for any utilities, facilities or services of any kind.

**Article 12. Eminent Domain**

If the whole or substantial part of the Leased Premises shall be taken or condemned by any competent authority for any public or quasi-public use or purpose under any statute or by the right of eminent domain, or purchased under threat of such taking, then this Lease shall terminate on the date when the condemning authority takes possession of the Leased Premises or the substantial part thereof. There shall be no apportionment of the award for taking or condemnation, the entire award going to the Lessor, provided Lessee shall have the right to recover any award which may be made for damages to or condemnation of

Lessee's movable trade fixtures, equipment, furniture and furnishings or payments for relocation, if any.

**Article 13. Quiet Possession**

Lessee shall, and may peacefully have, hold and enjoy the Leased Premises, subject to the other terms hereof, provided that Lessee pays the monthly rent and additional rent herein recited and performs all of Lessee's covenants and agreements contained herein.

**Article 14. Default**

**14.01** In the event of default at any time by Lessee in the payment of the monthly rent or additional rent herein provided for or in the performance of any other of its covenants herein contained, Lessor shall have the right, after five (5) days' notice in writing to Lessee and Lessee's failure within said five (5) day period to cure said default, or if said default does not relate to the payment of money and cannot by its nature be cured within said five (5) day period, to undertake and diligently pursue action to cure said default, to either:

(a) terminate this Lease and re-enter and take possession of the Leased Premises, and/or

(b) pursue any remedy whatsoever provided by law or equity, and/or

(c) re-enter and take possession of the Leased Premises and use its best efforts to re-let the same for and on account of Lessee for the then full remaining portion of the unexpired Term of this Lease or for any shorter period, and to collect and receive payment of rent therefore, but no such re-entry or re-letting shall be construed as a termination of this Lease or as a release of Lessee from Lessee's obligation to perform any other covenant herein contained. It is expressly understood and agreed that in the event of any such re-entry or re-letting by Lessor such re-entry shall not operate to terminate this Lease or alter the obligation of Lessee to perform its covenants and to pay monthly rent or additional rent pursuant to the terms hereof unless Lessor expressly so elects pursuant to Section 14.01(a) above. Lessor shall in no way be responsible or liable for any failure to re-let the Leased Premises, or any part thereof, or for any failure to collect any rent due upon such re-letting. No notice from Lessor hereunder or under a forcible entry and detainer statute or similar law constitutes an election by Lessor to terminate this Lease unless such notice specifically so states. Lessor reserves the right following any such re-entry and/or re-letting to exercise its right to terminate this Lease; and/or

(d) cure the default on Lessee's behalf and at Lessee's expense, in which event, all costs, expenses and reasonable attorney's fees incurred by Lessor in curing the default together with interest thereon at the rate of ten (10) percent per annum shall constitute additional rent payable to Lessor by Lessee upon demand.

**14.02** If Lessor does not elect to terminate this Lease but takes possession as provided for in Section 14.01(c), Lessee shall pay to Lessor the monthly rent and other charges at the times and in the manner as herein provided which would be payable if such repossession had not occurred, less the net proceeds, if any, of any re-letting of the Leased Premises

after deducting all Lessor's reasonable expenses including, without limitation, all repossessions costs, brokerage commissions, legal expenses, attorneys' fees, alterations and repair costs and expenses of preparation of such re-letting.

**14.03** In the event the parties hereto become involved in a dispute arising out of this Lease, or the performance or breach thereof, the Court shall award costs, expenses, and attorney fees to the prevailing party.

**14.04** If Lessee violates any of the terms and provisions of this Lease or defaults in any of its obligations hereunder other than the payment of monthly rent or other sum payable hereunder, such violation may be restrained or such obligation enforced by injunction at the instance and request of Lessor without the showing of any special damages or an inadequate remedy at law.

**Article 15. No Reliance/Obligation**

**15.01** This Lease does not and shall not be otherwise construed or relied upon as granting Lessee any option to purchase the Leased Premises or obligating Lessor to negotiate the sale of the Leased Premises to Lessee.

**Article 16. Waiver and Time of Essence**

No waiver of any breach or breaches of any provision, covenant or condition of this Lease 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. Acceptance of monthly rent or partial monthly rent by Lessor shall not constitute a waiver of any then existing or subsequent breach or default. Time is of the essence for each and every provision, covenant and condition herein contained and on the part of Lessee to be done and performed.

**Article 17. Notices**

**17.01** All notices, demands or communications of any kind which may be required or desired to be served, given or made by Lessee upon or to Lessor, under the terms of or in connection with this Lease, shall be sufficiently served, given or made (as an alternative to personal service upon Lessor) if such notice, demand or communication is sent by certified United States mail, addressed to:

City of Pueblo
Attn: Mayor
1 City Hall Place, 2nd Floor
Pueblo, CO 81003

with copy to:

City Attorney
101 W. Riverwalk, 4th Floor
Pueblo, CO 81003

(or to such other person or address as may be hereafter from time to time be designated for this purpose by Lessor to Lessee in writing).

**17.02** All notices, demands or communications of any kind which may be required or desired to be served, given or made by Lessor upon or to Lessee, under the terms of or in connection with this Lease, shall sufficiently served, given or made (as an alternative to personal service upon Lessee) if such notice, demand or communication is sent by certified United States Mail, addressed to:

Big R Holdings, Inc.
Attn: Adam Carroll, Chief Executive Officer
100 Big R Street
Pueblo, CO 81001-4806

(or to such other person or address as may hereafter from time to time be designated for this purpose by Lessee to Lessor in writing).

**Article 18. Environmental Provisions**

**18.01** For the purpose of this Lease, "Hazardous Materials" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local government authority, the State of Colorado or the United States government and shall include, but not be limited to (1) substances defined as "hazardous waste", "restricted hazardous waste", "hazardous substance" or "hazardous material" under any applicable federal, state or local law or regulation ("Environmental Regulations"), (2) asbestos-containing materials, (3) PCBs, (4) petroleum or petroleum based products, and (5) lead.

**18.02** Lessee will comply with Environmental Regulations that are applicable to the Lessee and its use of the Leased Premises. No activity shall be undertaken by the Lessee, its employees, agents, licensees, invitees, contractors or subcontractors, on all or any portion of the Leased Premises which would cause or permit: (i) the presence, use, generation, release, discharge, storage or disposal of any Hazardous Material in, on, under, about, or from the Leased Premises or any part thereof in violation of any Environmental Regulations; (ii) any portion of the Leased Premises to become hazardous waste treatment, storage or disposal facility without receiving proper governmental authorization, and in compliance with all Environmental Regulations; or (iii) the discharge of pollutants or effluents into any water source or system, or the discharge into the air of any emissions without receiving proper governmental authorization, and in compliance with all Environmental Regulations, including, without limitation, the Federal Water Pollution Control Act, 33 U.S.C. Section 1221 et seq. and the Clean Air Act, 42 U.S.C. Section 7401 et seq.

**18.03** Lessee agrees to defend, indemnify and forever hold harmless the Leased Premises and Lessor, and their respective agents, successors, and assigns, as their interest may appear, from all claims, losses, damages, penalties, expenses and costs, including, but not limited to, attorneys' fees, remedial, and cleanup costs, incurred by reason of the use, storage, generation, release, discharge, maintenance, disposal, or removal of Hazardous Materials in, on, under, about or from the Leased Premises, or any part thereof, by Lessee,

its employees, agents, licensees, invitees, contractors and subcontractors. The provisions of this Article 18 shall expressly survive the expiration of the Term or other termination of this Lease.

**Article 19. F.A.A. Lease Requirements**

**19.01** This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between Lessor and the United States, relative to the use, development, operation, or maintenance of the Pueblo Memorial Airport ("Airport").

**19.02** Lessee shall comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations (14 CFR Part 77) with respect to the construction of any structure or building on the Leased Premises, or in the event of any planned modification or alteration of any present or future building or structure on the Leased Premises.

**19.03** It is understood and agreed that nothing contained in this Lease shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act.

**19.04** Lessor reserves for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Leased Premises, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft now known or hereafter used for navigation or flight in said airspace, and for use of said airspace for landing on, taking off from, or operations on or over the Airport.

**19.05** Lessee by accepting this Lease expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure, building or object nor permit the growth of any tree on the Leased Premises to a height not to exceed thirty-five (35) feet above ground level. In the event the aforesaid covenant is breached, Lessor reserves the right to enter upon the Leased Premises and to remove the offending structure or object or cut the offending tree, all of which shall be at the expense of the Lessee.

**19.06** Lessee shall not make use of the Leased Premises in any manner which might interfere with the landing or taking off of aircraft at the Airport, or otherwise constitute a hazard to aviation, including but not limited to:

(a) creating glare, light spill, or visual distractions directed toward aircraft operations or the air traffic control tower;

(b) generating smoke, steam, dust, or other atmospheric conditions that could impair pilot visibility;

(c) creating electrical or electronic interference with air navigation or communications facilities; or

(d) attracting concentrations of birds or wildlife hazardous to aircraft.

In the event the aforesaid covenant is breached, Lessor reserves the right to enter upon the Leased Premises and cause the abatement of such interference at the expense of the Lessee.

**Article 20. Miscellaneous Provisions**

**20.01 Colorado Law.** This Lease shall be governed by the laws of the State of Colorado and shall be construed in accordance therewith without reference to such State's choice of law and/or conflict of law principles.

**20.02 Writing for Waiver or Modification.** No provision of this Lease may be waived or modified except by an agreement in writing signed by the parties hereto. A waiver of any term or provision shall not be construed as a waiver of any other term or provision.

**20.03 Binding Effect.** This Lease sets forth the entire and complete understanding and agreement of the parties hereto. Lessee acknowledges and agrees that it has not relied upon any statements, representations, agreements or warranties of Lessor except such as are expressed herein. This Lease shall be binding on the parties, their successors and approved assigns.

**20.04 Construction.** Throughout this Lease, the singular shall include the plural; the plural shall include the singular; and the masculine and neuter shall include the feminine, wherever the context so requires.

**20.05 Text to Control.** The headings of sections are included solely for convenience of reference. If any conflict between any heading and the text of this Lease exists, the text shall control.

**20.06 Severability.** If any provision of this Lease is declared by any court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provisions. On the contrary, such remaining provisions shall be fully severable, and this Lease shall be construed and enforced as if such invalid provisions had never been inserted in the Lease.

**20.07 Venue and Jury Trial.** Lessor and Lessee agree that the venue for all actions or causes of action relating to this Lease or the Leased Premises shall be Pueblo County, Colorado. All such actions shall be filed in the District Court, County of Pueblo, State of Colorado, and Lessor and Lessee submit to the personal and subject matter jurisdiction of that Court. To the extent allowed by law, each party hereby waives its right to a jury trial.

**20.08 Lessee's Warranties.** Lessee and the persons signing this Lease on behalf of Lessee represent and warrant that such parties and Lessee have the requisite power and authority to enter into, execute and deliver the Lease and that this Lease is a valid and legally binding obligation of Lessee enforceable against Lessee in accordance with its terms.

**20.09 Time of Essence.** Time shall be of the essence as to the performance of all terms, conditions and obligations under this Lease.

**20.10 Third Parties.** The provisions of this Lease are and will be for the benefit of Lessor and Lessee only and not for the benefit of any third party, and accordingly, no third party shall have any right or remedy hereunder or the right to enforce any provision of this Lease.

**20.11 Brokerage Commission.** Lessor and Lessee each represent to the other that they have not entered into any agreement or incurred any obligation in connection with the Lease transaction which might result in the obligation to pay a brokerage commission to any broker. Each party shall indemnify and hold the other party harmless from and against any claim or demand by any broker or other person for bringing about this Lease who claim to have dealt with such indemnifying party, including all expenses incurred in defending any such claim or demand (including reasonable attorney's fees).

**20.12 Hold Over.** If Lessee shall hold over after the expiration of the term of this Lease, without a signed renewal or new Lease, then Lessee shall be deemed a Lessee from month to month on all of the terms and conditions set forth in this Lease, except that the monthly rental due under Article 3 hereof shall increase by ten percent (10%) over the rent being charged on the last month prior to the hold over. Nothing in this Section shall be construed as permission of the Lessor to hold over beyond the expiration of the Term of this Lease.

**20.13 Governmental Immunity.** Nothing in this Lease shall be construed as a waiver of any governmental immunity to which Lessor may be entitled under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq., as amended, the City Charter, or any other applicable law.

---

IN WITNESS WHEREOF, Lessor and Lessee, by their duly authorized representatives, have executed this Lease on the day and year first above written.

**CITY OF PUEBLO, COLORADO**
a Colorado Municipal Corporation

By:_____
Heather Graham, Mayor

ATTEST:

_____
City Clerk

[SEAL]

**BIG R HOLDINGS, INC.**
a Colorado corporation

By: _____
Name:_____
Title: _____

**STATE OF COLORADO )**
) ss.
**COUNTY OF PUEBLO )**

The foregoing instrument was acknowledged before me this ____ day of _____, 2026 by _____ as _____ of Big R Holdings, Inc., a Colorado corporation.

Witness my hand and official seal.

My commission expires: _____

_____
Notary Public

[NOTARY SEAL]

**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** April 13, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: AN ORDINANCE APPROVING A DONATION AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND BAXTER KIRKLAND AND BRIANNA KIRKLAND, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

## SUMMARY:

This Ordinance approves a Donation Agreement between the City of Pueblo and Baxter Kirkland and Brianna Kirkland outlining terms and conditions related to a private donation for the Sky Corral Runway Relocation Project.

## PREVIOUS COUNCIL ACTION:

None.

## BACKGROUND:

With Pueblo County's recent project to construct Medal of Honor Boulevard connecting Joe Martinez Boulevard in Pueblo West to Pueblo Boulevard, the City-owned remote control aircraft runway facility located on the Honor Farm property on the west side of the City must be relocated to ensure the safe operation of remote control aircraft at the facility. Baxter Kirkland and Brianna Kirkland have expressed their intent to provide a donation of $100,000.00 towards the project. The Donation Agreement being approved by this Ordinance outlines terms and conditions between the parties related to the donation.

## FINANCIAL IMPLICATIONS:

Under the Agreement, Baxter Kirkland and Brianna Kirkland will make a donation of $100,000.00 towards the project. Once the Agreement is approved and executed, a separate Ordinance will be presented to City Council to accept the donation and to budget and appropriate the funds into the appropriate project account.

**BOARD/COMMISSION RECOMMENDATION:**

Not applicable to this Ordinance.

**STAKEHOLDER PROCESS:**

Not applicable to this Ordinance.

**ALTERNATIVES:**

Failure to approve the Ordinance will prevent the City from entering into the Agreement with the Kirklands.

**RECOMMENDATION:**

Approval of the Ordinance.

**ATTACHMENTS:**

1. Donation Agreement - Sky Corral Project

ORDINANCE NO.

AN ORDINANCE APPROVING A DONATION AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND BAXTER KIRKLAND AND BRIANNA KIRKLAND, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

The Donation Agreement between the City of Pueblo, a Colorado Municipal Corporation, and Baxter Kirkland and Brianna Kirkland, 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 and the 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

**DONATION AGREEMENT**
**Remote Control Aircraft Runway Relocation Project**

**THIS DONATION AGREEMENT** ("Agreement") is entered into this 16 day of March, 2026, by and between Mr. Baxter Kirkland and Mrs. Brianna Kirkland (collectively, "Donors"), and City of Pueblo, a Colorado municipal corporation ("City").

## RECITALS

WHEREAS, the City owns certain real property located on the Honor Farm property on the west side of the City of Pueblo; and

WHEREAS, the City is contemplating the construction of a new remote control aircraft runway facility (the "Project") located approximately 300 feet north of the existing facility; and

WHEREAS, the Project, if approved, is intended to be funded through multiple sources, including $250,000 in City funds, $50,000 in Pueblo County funds, and the private donation herein proposed; and

WHEREAS, the Donors desire to contribute $100,000 toward the construction of the Project subject to the terms and conditions set forth in this Agreement; and

WHEREAS, the City is willing to accept said donation subject to the terms and conditions set forth in this Agreement; and

WHEREAS, this Agreement is subject to approval by the City Council of City by ordinance ("Donation Approval").

**NOW, THEREFORE,** in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

## ARTICLE I: DONATION

Section 1.1 - Donation

Within ten (10) days of Donation Approval, the Donors shall donate the sum of One Hundred Thousand Dollars ($100,000.00) (the "Donation") to the City in the form of a check made payable to "City of Pueblo" and delivered to: Director of Public Works City of Pueblo, 211 E. D Street, Pueblo, Colorado 81003. It is acknowledged that acceptance and deposit of the Donation shall create no binding commitment of or obligation upon the City to proceed with the Project.

Section 1.2 - Restricted Use

The Donation shall be used exclusively for the construction Project. The funds shall not be used for any other purpose without the prior written consent of the Donors.

Section 1.3 - Deposit of Funds

Upon receipt, the City shall deposit the Donation into a designated City account established for the Project. The City shall maintain accurate records of all expenditures of the Donation funds.

## ARTICLE II: PROJECT IMPLEMENTATION

Section 2.1 - Project Description

The Project consists of the construction of a new remote control aircraft runway facility on City-owned property located on the Honor Farm property, approximately 300 feet north of the existing facility.

Section 2.2 - City Discretion

The City retains full discretion and authority over the design, construction, and implementation of the Project, subject to applicable laws, regulations, and City policies. The City shall make all decisions regarding contractors, materials, specifications, and other Project details.

## ARTICLE III: CONDITIONS AND RETURN OF FUNDS

Section 3.1 - Contract Execution Deadline

If the City Council has not awarded a construction contract for the Project on or before December 31, 2026, the City shall return the full amount of the Donation to the Donors within thirty (30) days of said deadline.

Section 3. 2 - Method of Return

Any funds returned to the Donors pursuant to this Article III shall be paid by check made payable to "Baxter Kirkland and Brianna Kirkland" and mailed to the address set forth herein, or to such other address as the Donors may designate in writing.

## ARTICLE IV: GENERAL PROVISIONS

Section 4.1 - Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for any action arising out of this Agreement shall be in the District Court in and for Pueblo County, Colorado.

Section 4.2 - Waiver

The failure of either party to enforce any provision of this Agreement shall not constitute a waiver of such provision or any other provision of this Agreement.

Section 4.3 - Notices

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when personally delivered, sent by certified mail (return receipt requested), or sent by a nationally recognized overnight courier service, addressed as follows:

*If to City:*

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

*With additional copy to:*

City Attorney
101 Riverwalk
Pueblo, CO 81003

*If to Donors:*

Mr. Baxter Kirkland and Mrs. Brianna Kirkland
Address 8155 Park Road
City, ST ZIP Rye, CO 81069

Either party may change its address for notice by providing written notice to the other party in accordance with this Section.

Section 4.4 - Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

******SIGNATURE PAGE FOLLOWS******

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**CITY OF PUEBLO:**

_____

By Heather Graham, Mayor

APPROVED AS TO FORM:

_____

City Attorney

**DONORS:**

_____

By Baxter Kirkland

_____

By Brianna Kirkland

**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** April 13, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Chris Noeller, Chief of Police

SUBJECT: AN ORDINANCE APPROVING AND ACCEPTING A DONATION OF A 2026 POLARIS RANGER CREW XP 1000, MODEL NUMBER R26RSU99AH, FROM THE PUEBLO POLICE FOUNDATION, A COLORADO NON-PROFIT CORPORATION, TO THE CITY OF PUEBLO FOR USE BY THE PUEBLO POLICE DEPARTMENT

## SUMMARY:

The attached Ordinance approves and accepts the unconditional donation of one 2026 Polaris Ranger Crew XP 1000, model no. R26RSU99AH from the Pueblo Police Foundation, a Colorado non-profit corporation, to the City of Pueblo for use by the Pueblo Police Department. The Vehicle will be assigned to the Police Department's Directed Investigation and Community Engagement Unit ("DICE") to support its law enforcement operations.

## PREVIOUS COUNCIL ACTION:

From time to time, Pueblo City Council has accepted the donation of cash or equipment for use by the Pueblo Police Department by way of Ordinance.

## BACKGROUND:

The Pueblo Police Foundation is a Colorado non-profit corporation organized exclusively for charitable and public safety support purposes. The Foundation has offered to donate to the City of Pueblo a 2026 Polaris Ranger Crew XP 1000, model no. R26RSU99AH, with a base manufacturer's suggested retail price of $32,999.00 (the "Vehicle"). The donation is unconditional, with no restrictions on use, reversion clauses, or other conditions attached.

The Vehicle will be assigned to the Pueblo Police Department's DICE team. The Vehicle will be equipped with police lights, decals, and utility racks. While primarily assigned to DICE, the Vehicle may also be utilized by other Pueblo Police Department officers as operational needs require. The 2026 Polaris Ranger Crew XP 1000 is a

utility task vehicle suited for law enforcement support operations, providing enhanced mobility and operational capacity for field work. Unlike the Police Department's two existing all-terrain vehicles, the Polaris Ranger Crew XP 1000's enclosed cab design makes it better suited for deployment under harsh weather conditions. Accepting this Vehicle will equip the DICE team at no acquisition cost to the City.

Acceptance of this donation furthers the public safety mission of the Pueblo Police Department and reflects the Pueblo Police Foundation's commitment to supporting law enforcement operations in the City of Pueblo.

**FINANCIAL IMPLICATIONS:**

The City will receive a Vehicle with a base manufacturer's suggested retail price of $32,999.00 at no acquisition cost. Ongoing costs for fuel, maintenance, and insurance attributable to the Vehicle will be absorbed within the Pueblo Police Department's existing operating budget.

**BOARD/COMMISSION RECOMMENDATION:**

Not applicable to this Ordinance.

**STAKEHOLDER PROCESS:**

Not applicable.

**ALTERNATIVES:**

If this Ordinance is not approved, the City will not accept the Vehicle and the Pueblo Police Foundation's donation will be declined. The DICE team will not receive the operational resource described herein.

**RECOMMENDATION:**

Approve the Ordinance.

**ATTACHMENTS:**

None

ORDINANCE NO.

AN ORDINANCE APPROVING AND ACCEPTING A DONATION OF A 2026 POLARIS RANGER CREW XP 1000, MODEL NUMBER R26RSU99AH, FROM THE PUEBLO POLICE FOUNDATION, A COLORADO NON-PROFIT CORPORATION, TO THE CITY OF PUEBLO FOR USE BY THE PUEBLO POLICE DEPARTMENT

WHEREAS, the City of Pueblo is a home rule municipality organized and existing under Article XX of the Colorado Constitution, which vests in home rule municipalities plenary authority over matters of local concern, including the operation and support of its police department; and

WHEREAS, the Pueblo Police Foundation is a Colorado non-profit corporation organized exclusively for charitable and public safety support purposes; and

WHEREAS, the Pueblo Police Foundation has offered to donate to the City of Pueblo one 2026 Polaris Ranger Crew XP 1000, model no. R26RSU99AH, with a base manufacturer's suggested retail price of $32,999.00 (the "Vehicle"), as an unconditional gift with no use restrictions, conditions, or reversion clauses; and

WHEREAS, the Vehicle will be assigned to the Pueblo Police Department's DICE team to support its law enforcement operations and advance the public safety mission of the City of Pueblo; and

WHEREAS, the Vehicle will be equipped with police lights, decals, and utility racks for law enforcement operations; may, as operational needs require, be utilized by Pueblo Police Department officers other than DICE team members; and, unlike the department's two existing all-terrain vehicles, its enclosed cab design makes it better suited for deployment under adverse weather conditions.

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

SECTION 1.

The City of Pueblo hereby approves and accepts the unconditional donation of one 2026 Polaris Ranger Crew XP 1000, model no. R26RSU99AH, with a base manufacturer's suggested retail price of $32,999.00 (the "Vehicle"), from the Pueblo Police Foundation, a Colorado non-profit corporation, for use by the Pueblo Police Department.

SECTION 2.

The Mayor is authorized to execute any documents necessary to complete the transfer of title to the Vehicle in the name of the City of Pueblo, and the City Clerk is directed to affix the seal of the City to any such documents and attest same.

SECTION 3.

The officers and staff of the City are authorized to perform any and all acts consistent

with the intent of this Ordinance to effectuate the acceptance of the Vehicle 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 Action Item**

**COUNCIL MEETING DATE:** April 13, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Chris Noeller, Chief of Police

SUBJECT: AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A COMBINED SUBDIVISION PARTICIPATION AND RELEASE FORM WITH RESPECT TO THE NATIONAL OPIOIDS SETTLEMENT REACHED WITH ASSOCIATED PHARMACIES, INC.; J M SMITH CORPORATION; LOUISIANA WHOLESALE DRUG COMPANY, INC.; MORRIS AND DICKSON CO.; NORTH CAROLINA MUTUAL WHOLESALE DRUG COMPANY, INC.; AND UNITED NATURAL FOODS, INC. ("SIX REMNANT DEFENDANTS")

## SUMMARY:

This Ordinance approves and authorizes the Mayor to sign a Subdivision Participation and General Release Agreement concerning the recovery of settlement funds by the City as a result of the opioid crisis.

## PREVIOUS COUNCIL ACTION:

Since 2021, the City Council has approved settlement participation agreements with respect to previous settlement agreements between the Colorado Attorney General and opioid manufacturers and distributors.

## BACKGROUND:

A new proposed national opioids settlement (“Six Remnant Defendants Settlement”) has been reached with six regional distributors/dispenser defendants: Associated Pharmacies, Inc. (and American Associated Pharmacies); J M Smith Corporation; Louisiana Wholesale Drug Company, Inc.; Morris and Dickson Co.; North Carolina Mutual Wholesale Drug Company, Inc.; and United Natural Foods, Inc. (including its subsidiaries SuperValu and Advantage Logistics).

The Administration is recommending that the City join in the Six Remnant Defendants Settlement. In order to do so, the attached Settlement Participation and General Release Agreements must be approved by the Pueblo City Council and returned to the

Office of the Colorado Attorney General no later than May 4, 2026.

**FINANCIAL IMPLICATIONS:**

The state of Colorado stands to receive an estimated $97,625,000.00 if enough local governments join the settlement, and the City of Pueblo would receive a small portion of those funds according to the distribution schedule.

**BOARD/COMMISSION RECOMMENDATION:**

Not applicable to this Ordinance.

**STAKEHOLDER PROCESS:**

Not applicable to this Ordinance.

**ALTERNATIVES:**

City Council could decide not to participate in the settlement.

**RECOMMENDATION:**

Approval of the Ordinance.

**ATTACHMENTS:**

1. Participation Form-Six Remnant Defendants Settlement

ORDINANCE NO.

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A COMBINED SUBDIVISION PARTICIPATION AND RELEASE FORM WITH RESPECT TO THE NATIONAL OPIOIDS SETTLEMENT REACHED WITH ASSOCIATED PHARMACIES, INC.; J M SMITH CORPORATION; LOUISIANA WHOLESALE DRUG COMPANY, INC.; MORRIS AND DICKSON CO.; NORTH CAROLINA MUTUAL WHOLESALE DRUG COMPANY, INC.; AND UNITED NATURAL FOODS, INC. ("SIX REMNANT DEFENDANTS")

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

SECTION 1.

The Combined Subdivision Participation and Release Form for the Six Remnant Defendants Settlement, a copy of which is attached hereto, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute said Combined Subdivision Participation and Release Form 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 Participation and Release Form to implement the policies and procedures described herein.

SECTION 4.

Pursuant to Ordinance No. 10406, all distributed funds under the settlement are budgeted and appropriated into Fund No. 226 - Opioid Abatement Settlement and shall only be used for payment of eligible expenses.

SECTION 5.

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

**Action by City Council:**

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

**Action by the Mayor:**

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____
_____
_____
_____

_____
Mayor

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

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

Docusign Envelope ID: B21384A7-4565-4938-B060-91F9EE629E01

Rubris

7900 Westpark Drive
Suite A100
McLean, VA 22102
(571) 397-2050
www.rubris.com

New National Opioids Settlement: Six Remnant Defendants
Notice and Claims Administrator
opioidsparticipation@rubris.com

To: Pueblo city, CO
Reference Number: CL-2015773

**THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOIDS SIX REMNANT DEFENDANTS SETTLEMENT. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.**

***Deadline: Monday, May 4, 2026***

A new proposed national opioids settlement ("*Six Remnant Defendants Settlement*") has been reached with six regional distributors/dispenser defendants: Associated Pharmacies, Inc. (and American Associated Pharmacies); J M Smith Corporation; Louisiana Wholesale Drug Company, Inc.; Morris and Dickson Co.; North Carolina Mutual Wholesale Drug Company, Inc.; and United Natural Foods, Inc. (including its subsidiaries SuperValu and Advantage Logistics) (each individually, a "*Remnant Defendant*," and, collectively, the "*Six Remnant Defendants*"). This package is a follow-up communication to the *Notice of National Opioids Settlement* recently sent electronically.

You are receiving this package, which includes a *Combined Subdivision Participation and Release Form*, because your entity is eligible to participate.

This electronic envelope contains:

- A *Combined Subdivision Participation and Release Form* for the *Six Remnant Defendants Settlement* that your entity is eligible to join, including a release of any claims.

**The *Combined Subdivision Participation and Release Form* must be executed, without alteration, and submitted on or before Monday, May 4, 2026, for your entity to be included in the initial participation calculations and payment eligibility under the *Six Remnant Defendants Settlement*.**

The MDL Plaintiffs' Executive Committee recommends that subdivisions agree to the settlement. If a subdivision elects to participate in the *Six Remnant Defendants Settlement* by executing the *Combined Subdivision Participation and Release Form*, the subdivision elects to participate in the settlement as to all *Six Remnant Defendants*. A subdivision cannot elect to participate in the settlement as to fewer than all *Six Remnant Defendants*. Based upon *Combined Subdivision Participation and Release Forms* received on or before Monday, May 4, 2026, the participation rate will be used by each *Remnant Defendant* to

Docusign Envelope ID: B21384A7-4565-4938-B060-91F9EE629E01

Rubris

7900 Westpark Drive
Suite A100
McLean, VA 22102
(571) 397-2050
www.rubris.com

individually determine whether participation is sufficient to move forward. If the settlement moves forward, your release will become effective as to all *Remnant Defendants* that determine to move forward. If a *Remnant Defendant* determines not to move forward, your release as to that *Remnant Defendant* will not become effective.

You are encouraged to discuss the terms and benefits of the *Six Remnant Defendants Settlement* with your counsel. Information and documents regarding the *Six Remnant Defendants Settlement*, can be found on the national settlement website at *https://nationalopioidsettlement.com/.* This website will be supplemented if additional documents are created.

**How to return signed forms:**

There are three methods for returning the executed *Combined Subdivision Participation and Release Form* to the Notice and Claims Administrator:

(1) *Electronic Signature via DocuSign*: Executing the *Combined Subdivision Participation and Release Form* electronically through DocuSign will return the signed form to the Notice and Claims Administrator and associate your form with your entity's records. Electronic signature is the most efficient method for returning the *Combined Subdivision Participation and Release Form*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.

(2) *Manual Signature returned via Rubris Platform Portal*: If your entity is unable to return an executed *Combined Subdivision Participation and Release Form* using DocuSign, the signed *Combined Subdivision Participation and Release Form* may be submitted via the Rubris Platform Portal. Please utilize the link within the New National Opioid Settlement Notice email in order to upload your entity's *Combined Subdivision Participation and Release Form* directly to the Rubris Platform Portal.

(3) *Manual Signature returned via electronic mail*: If your entity is unable to return an executed *Combined Subdivision Participation and Release Form* using DocuSign, the signed *Combined Subdivision Participation and Release Form* may be returned via electronic mail to *opioidsparticipation@rubris.com*. Please include the name, state, and reference ID of your entity in the body of the email and use the subject line *Combined Subdivision Participation and Release Form* – [Entity Name, Entity State] – [Reference ID].

Detailed instructions on how to sign and return the *Combined Subdivision Participation and Release Form*, including changing the authorized signer, can be found at National Opioid Settlement Website. You may also contact *opioidsparticipation@rubris.com*.

Docusign Envelope ID: B21384A7-4565-4938-B060-91F9EE629E01

Rubris

7900 Westpark Drive
Suite A100
McLean, VA 22102
(571) 397-2050
www.rubris.com

**The sign-on period ends on Monday, May 4, 2026.**

If you have any questions about executing the *Combined Subdivision Participation and Release Form,* please contact your counsel or the Notice and Claims Administrator at *opioidsparticipation@rubris.com***.**

Thank you,
Notice and Claims Administrator

*The Notice and Claims Administrator is retained to provide the settlement notice required by the settlement agreement referenced above and to manage the collection of settlement participation forms from the settlement.*

Docusign Envelope ID: B21384A7-4565-4938-B060-91F9EE629E01

# EXHIBIT G

## Six (6) Remnant Defendants' Combined Subdivision Participation and Release Form ("Combined Participation Form")

| | |
|---|---|
| Governmental Entity: Pueblo city | State: CO |
| Authorized Official: | |
| Address 1: | |
| Address 2: | |
| City, State, Zip: | |
| Phone: | |
| Email: | |

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the six (6) Remnant Defendants' Settlement Agreement ("RDSA"), dated February 3, 2026, and described further in Paragraph 1, and acting through the undersigned authorized official, hereby elects to participate in the RDSA, release all Released Claims against all Released Entities, and agrees as follows:

1. The Governmental Entity hereby elects to participate in the RDSA as a Participating Subdivision with each of the following six (6) Remnant Defendants that are parties to the RDSA: (1) Associated Pharmacies, Inc. (and American Associated Pharmacies), (2) J M Smith Corporation, (3) Morris and Dickson Co., L.L.C., (4) Louisiana Wholesale Drug Company, Inc., (5) North Carolina Mutual Wholesale Drug Company, Inc., and (6) United Natural Foods, Inc. (and SuperValu).

2. The Governmental Entity is aware of and has reviewed the RDSA, understands that all capitalized terms not defined in this Combined Participation Form have the meanings defined in the RDSA, and agrees that by executing this Combined Participation Form, the Governmental Entity elects to participate in the RDSA and become a Participating Subdivision as provided in the RDSAs.

3. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed against any Released Entity in the RDSA. With respect to any Released Claims pending in *In Re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice for each of six (6) Remnant Defendants listed in Paragraph 1 above substantially in the form found at *https://nationalopioidsettlement.com/additional-settlements/.*

4. The Governmental Entity agrees to the terms of each of the RDSA pertaining to Participating





Docusign Envelope ID: B21384A7-4565-4938-B060-91F9EE629E01

Subdivisions as defined therein.

5. By agreeing to the terms of the RDSA settlements and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

6. The Governmental Entity agrees to use any monies it receives through the RDSA solely for the purposes provided therein.

7. The Governmental Entity submits to the jurisdiction of the MDL Court and agrees to follow the process for resolving any disputes described in the RDSA.

8. The Governmental Entity has the right to enforce the RDSA as provided therein.

9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes of the RDSA, including without limitation all provisions related to release of any claims, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in the RDSA in any forum whatsoever. The release provided for in the RDSA is intended by the Parties to be broad and shall be interpreted so as to give the Released Entities in the RDSA the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The RDSA shall be a complete bar to any Released Claim against the Released Entities.

10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the RDSA.

11. In connection with the releases provided in the RDSA, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

Docusign Envelope ID: B21384A7-4565-4938-B060-91F9EE629E01

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims in the RDSA, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the RDSA.

12. The Governmental Entity understands and acknowledges that nothing herein is intended to modify in any way the terms of any of the RDSA, to which Governmental Entity hereby agrees. To the extent this Combined Participation Form is interpreted differently from the RDSA in any respect, the RDSA controls.

I have all necessary power and authorization to execute this Combined Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____





**Background Paper for Proposed Action Item**

**COUNCIL MEETING DATE:** April 13, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Chris Noeller, Chief of Police

SUBJECT: AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND PUEBLO SCHOOL DISTRICT NO. 60, A PUBLIC SCHOOL DISTRICT AND POLITICAL SUBDIVISION OF THE STATE OF COLORADO, AND AUTHORIZING THE PAYMENT OF AMOUNTS FROM FUND NO. 226 - OPIOID ABATEMENT SETTLEMENT, FOR THE PURPOSES THEREOF

## SUMMARY:

This agreement will distribute available amounts in Fund No. 226, not to exceed the maximum amount of $600,000 over the course of 3 school years ($200,000 per year) to Pueblo School District No. 60 to fund the employment of two Intervention Coordinators to conduct school-based programs to prevent opioid and drug misuse and to conduct school and community education programs and campaigns.

## PREVIOUS COUNCIL ACTION:

Ordinance No. 10472 (June 12, 2023) approved a similar agreement to fund one Intervention Coordinator in the amount of $300,000 over the course of two school years ($150,000 per year).

Ordinance No. 10927 (April 14, 2025) approved an amendment and extension of the agreement for the 2025-2026 school year and funded the employment of two Intervention Coordinators in the amount of $200,000 for the school year.

## BACKGROUND:

In August 2021, the Colorado Attorney General announced a plan for distributing opioid settlement funds obtained from a number of settlements with major drug manufacturers and distributors. The City chose to opt into receiving these settlement funds, and to opt out of putting the City of Pueblo's funds into a regional pot for broader use, electing to take the funds to ensure specific use within the City itself. To date, the Opioid Fund has

a fund balance of $975,594.78. Under the agreement, the Intervention Coordinator positions shall advance approved purposes for use of such settlement funds, including through, but not limited to: (i) creating a school-based contact who parents can engage to seek immediate treatment services for their child; (ii) assisting with community-wide stigma reduction; (iii) conducting school-based programs that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids; and (iv) conducting school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

**FINANCIAL IMPLICATIONS:**

Funding received directly from the Opioid Settlement will be used for this project; this program falls under proper intended use.

**BOARD/COMMISSION RECOMMENDATION:**

Not applicable to this Ordinance.

**STAKEHOLDER PROCESS:**

Discussions between the City and District 60 took place to pinpoint the best method for targeting programs to youth for prevention education; this position was the outcome.

**ALTERNATIVES:**

Funding could be diverted elsewhere for other "Approved Purposes" in keeping with the possible uses for Opioid Abatement Settlement Funds.

**RECOMMENDATION:**

Passage of the Ordinance.

**ATTACHMENTS:**

None

ORDINANCE NO.

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND PUEBLO SCHOOL DISTRICT NO. 60, A PUBLIC SCHOOL DISTRICT AND POLITICAL SUBDIVISION OF THE STATE OF COLORADO, AND AUTHORIZING THE PAYMENT OF AMOUNTS FROM FUND NO. 226 - OPIOID ABATEMENT SETTLEMENT, FOR THE PURPOSES THEREOF

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

SECTION 1.

The Subrecipient Agreement ("Agreement") between the City of Pueblo, a Colorado Municipal Corporation, and Pueblo School District No. 60, a public school district and political subdivision of the State of Colorado, 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.

Funds in an amount not to exceed $600,000.00, to be disbursed over the three (3) year term of the Agreement, are hereby authorized to be paid from Fund No. 226 - Opioid Abatement Settlement in accordance with the Agreement, for purposes of the Intervention Coordinator position.

SECTION 4.

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

SECTION 5.

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

**Action by City Council:**

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

**Action by the Mayor:**

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____
_____
_____
_____

_____
Mayor

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

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** April 13, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Harley Gifford, Deputy City Attorney

SUBJECT: AN ORDINANCE AMENDING SECTIONS 7-4-1 AND 7-4-2 OF CHAPTER 4 OF TITLE VII OF THE PUEBLO MUNICIPAL CODE RELATING TO WEEDS, CORRECTING BOTANICAL NOMENCLATURE, AND CREATING AN EXEMPTION FOR INTENTIONAL NATIVE PLANT LANDSCAPING

## SUMMARY:

This Ordinance amends Pueblo Municipal Code ("PMC") Sections 7-4-1 and 7-4-2 to: (1) correct outdated and inaccurate scientific names that have appeared in the weed definition since 1977; (2) add Helianthus ciliaris (Texas blueweed), a non-native invasive Helianthus species, to the weed list; and (3) create an exemption from the height restriction for intentional native plant landscaping, allowing residents to cultivate Colorado native plants, including the common sunflower (Helianthus annuus), without risk of citation under the weed ordinance.

## PREVIOUS COUNCIL ACTION:

Chapter 4 of Title VII has not been substantively amended since Ordinance No. 4389 on November 28, 1977. The most recent amendment, Ordinance No. 8194 (May 10, 2010), addressed the penalty structure in Section 7-4-5 only.

## BACKGROUND:

PMC Section 7-4-1 defines "weed" to include a list of named plant species, among them "common sunflower (Helianthus centicularis)." That scientific name is not recognized in current nomenclature. The correct name for the common sunflower is Helianthus annuus. The plant is native to Colorado, is listed on Colorado State University Extension's recommended native plant materials for the Arkansas River Valley region, and supports pollinators and biodiversity. It is not on the Colorado Department of Agriculture's state noxious weed list. Under C.R.S. § 35-5.5-103, a "noxious weed" must be an alien, non-indigenous plant species. Helianthus annuus, as a Colorado native, cannot be a noxious weed.

The current weed definition already contains a carve-out for "flower gardens, plots of shrubbery, vegetable gardens and small grain plots." This ordinance adds a parallel exemption for intentional native plant landscaping, meaning plants that the property owner deliberately cultivates from a recognized Colorado native species list. The exemption preserves Code Enforcement's authority over neglected properties where plants grow unmanaged. The distinction between intentional cultivation and neglect is the operative enforcement determination.

Section 7-4-1 also contains several other botanical errors from the 1977 original: misspellings (Brassiea for Brassica; Ambrosia elatiov for Ambrosia elatior; Xanthium commurie for Xanthium commune; Solanum rostvatum for Solanum rostratum; Leontodore taraxacum for Leontodon taraxacum) and capitalization errors (Cirsium Arvense; Lappula Occidentalis). These are corrected throughout. No species is removed from the list by these corrections.

The ordinance also adds Helianthus ciliaris (Texas blueweed) to the weed list. Unlike Helianthus annuus, Texas blueweed is a non-native perennial species that resembles a common sunflower but aggressively invades cultivated fields and rangeland, is unpalatable to livestock, and is listed as a noxious weed in several neighboring states.

Section 7-4-1.5 designates City Council as the Undesirable Plant Management Advisory Commission under C.R.S. § 35-5.5-101 et seq. and requires plan review at least once every three years. This ordinance constitutes such a review and update.

**FINANCIAL IMPLICATIONS:**

There are no direct financial implications for the City. The ordinance may reduce Code Enforcement citations involving intentionally cultivated native plants. It does not alter the penalty or surcharge structure in Sections 7-4-4 or 7-4-5.

**BOARD/COMMISSION RECOMMENDATION:**

Because City Council serves as the Undesirable Plant Management Advisory Commission under PMC Section 7-4-1.5, this ordinance constitutes action by that Commission.

**STAKEHOLDER PROCESS:**

A constituent complaint was received by Councilor Danti from a Colorado Master Gardener volunteer with CSU Pueblo Extension.

**ALTERNATIVES:**

City Council could choose not to amend the ordinance, in which case Code Enforcement would continue to cite residents for intentionally cultivated native plants. Council could also pursue a broader native and xeriscape landscaping ordinance, but a targeted exemption limited to recognized Colorado native species is more easily administered.

**RECOMMENDATION:**

Approve the Ordinance.

**ATTACHMENTS:**

1. Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTIONS 7-4-1 AND 7-4-2 OF CHAPTER 4 OF TITLE VII OF THE PUEBLO MUNICIPAL CODE RELATING TO WEEDS, CORRECTING BOTANICAL NOMENCLATURE, AND CREATING AN EXEMPTION FOR INTENTIONAL NATIVE PLANT LANDSCAPING

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

SECTION 1.

Section 7-4-1, P.M.C. is amended as follows:

**Sec. 7-4-1. – Definitions.**

As used in this Chapter, the following definitions shall apply:

(1) Weed shall mean weeds, grass, brush or other rank or noxious vegetation and shall specifically include: bindweed (**[**Convolvulus**]** **Convolvulus arvensis**); leafy spurge (Euphorbia esula); Canada thistle (**[**Cirsium Arvense**]** **Cirsium arvense**); Russian knapweed (Centaurea pieris); diffuse knapweed (Centaurea diffusa); Russian knapweed (Centaurea repens); spotted knapweed (Centaurea maculosa); perennial sowthistle (Sonchus arvense); puncture vine (Tribulus terrestris); silverleaf poverty weed (Franseria discolor); mouse-ear poverty weed (Iva axillaris); fanweed (Thlaspi arvense); mustard (**[**Brassiea**]** **Brassica species**); purple-flowered ground-cherry (Quincula lobata); Russian thistle (Salsola pestifer); fireweed (Kochia scoparia); redroot pigweed (Amaranthus retroflexus); sandbur (Cenchrus tribuloides); hairy stickweed (**[**Lappula Occidentalis**]** **Lappula occidentalis**); buffaloburs (**[**Solanum rostvatum**]** **Solanum rostratum**); common ragweed (**[**Ambrosia elatiov**]** **Ambrosia elatior**); cocklebur (**[**Xanthium commurie**]** **Xanthium commune**); common sunflower (**[**Helianthus centicularis**]** **Helianthus annuus, except when cultivated as intentional native plant landscaping as defined in this Section**); **Texas blueweed (Helianthus ciliaris)**; dandelion (**[**Leontodore taraxacum**]** **Leontodon taraxacum**) or other plant or offending vegetation which is regarded as a common nuisance. This list is not intended to be exclusive, but rather is intended to be indicative of those types of plants which are considered noxious and a detriment to the public health and safety, but shall not include flower gardens, plots of shrubbery, vegetable gardens and small grain plots (wheat, barley, oats and rye)**, or intentional native plant landscaping as defined in this Section**.

**(1.5) Intentional native plant landscaping means the deliberate cultivation and maintenance by an owner, as defined in this Section, of plant species that are indigenous to the State of Colorado, as identified on the Colorado Native Plant Society recommended species list or the Colorado State University**

**Extension native plant species list applicable to the Arkansas River Valley region, for purposes of landscaping, pollinator support, water conservation, food production, or aesthetic enhancement of the property, free from Weeds, as defined in this Section. To qualify under this definition, the plants must be intentionally planted and maintained by the owner and must not constitute a nuisance under any other provision of this Code or applicable state law.**

(2) Owner shall mean the person who is the record owner, person in possession, or person in control of any land, to include, but not limited to, tenants, renters, lessees, and residents.

(3) Land shall mean all real property located within the jurisdictional boundaries of the City, except natural wildlife land areas, including the river trails system along the floodway of the Fountain and Arkansas Rivers, the Wild Horse and Dry Creek Arroyos, and land located within two hundred (200) feet of the high-water marks of Lake Minnequa.

(4) Ownership of land shall be deemed to extend from the center of the alley behind the lot or tract of land to and including the curb and gutter area of the street in front or on the side of such lot or tract of land.

SECTION 2.

Section 7-4-2, P.M.C. is amended as follows:

**Sec. 7-4-2. - Destruction and removal of weeds.**

**(a)** It shall be unlawful for any owner of land, as defined in Sec. 7-4-1(2), to permit weeds in excess of ten (10) inches in height to grow, lie or be located upon such land. It shall be unlawful for the owner of land not to cut, destroy or remove from such land all weeds in excess of ten (10) inches in height.

**(b) Notwithstanding subsection (a), the ten-inch height restriction shall not apply to intentional native plant landscaping as defined in Section 7-4-1(1.5), provided that:**

**(1) The plants do not obstruct the sight lines required for safe vehicular or pedestrian movement at any street intersection, driveway, or alley;**

**(2) The plants do not encroach upon or overhang an adjacent property without the written consent of the adjacent property owner; and**

**(3) The plants do not constitute a nuisance under Section 7-1-1 of this Code or any other applicable provision.**

**(c) The remaining provisions of this Chapter, including the notice, abatement, and penalty provisions of Sections 7-4-3 through 7-4-5, shall apply to all weeds as defined in Section 7-4-1(1) that do not qualify for the exemption set forth in subsection (b) of this Section.**

SECTION 3.

The officers and staff of the City are authorized and directed to perform any and all acts consistent with the intent of this Ordinance to 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 the 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 the City Council

ATTEST

_____
City Clerk

**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** April 13, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Harley Gifford, Deputy City Attorney

SUBJECT: AN ORDINANCE AMENDING TITLE IV OF THE PUEBLO MUNICIPAL CODE BY ADDING CHAPTER 11; ADOPTING BY REFERENCE THE 2025 COLORADO WILDFIRE RESILIENCY CODE; ESTABLISHING PENALTIES; AND SETTING FORTH AMENDMENTS THERETO

## SUMMARY:

This Ordinance adds Chapter 11 to Title IV of the Pueblo Municipal Code, adopting by reference the 2025 Colorado Wildfire Resiliency Code (the "CWRC"), CWRC Version 1.0, adopted by the Colorado Wildfire Resiliency Code Board on July 1, 2025. The CWRC establishes minimum standards for structure hardening and defensible space for buildings and structures located within wildland-urban interface areas as defined and mapped by the Board. The City of Pueblo has jurisdiction in areas within the wildland-urban interface and is required by state law to adopt a code meeting or exceeding the CWRC's standards.

## PREVIOUS COUNCIL ACTION:

On November 24, 2025, City Council approved Ordinance No. 11081 approving the Intergovernmental Agreement for the Operation of the Southern Colorado Building Department ("SCBD"), effective January 1, 2026, designating SCBD as the City's building code administration entity. On the same date, City Council approved Ordinance No. 11082 amending Titles IV, IX, XI, XII, and XVII of the Pueblo Municipal Code to replace references to the Pueblo Regional Building Department with SCBD throughout.

On March 9, 2026, a prior proposed ordinance adopting the CWRC was introduced at first reading. On March 23, 2026, City Council tabled that ordinance indefinitely to allow for additional legal review and correction of drafting deficiencies. This Ordinance replaces that draft in its entirety.

## BACKGROUND:

The Colorado General Assembly enacted Senate Bill 23-166, codified at C.R.S. § 24-

33.5-1236, establishing the Colorado Wildfire Resiliency Code Board (the “Board”) within the Division of Fire Prevention and Control in the Colorado Department of Public Safety. The Board is charged with adopting statewide minimum codes and standards for the hardening of structures and reduction of fire risk in the defensible space surrounding structures in wildland-urban interface areas of Colorado.

On July 1, 2025, the Board adopted the 2025 Colorado Wildfire Resiliency Code, CWRC Version 1.0. The CWRC establishes tiered requirements based on three Fire Intensity Classifications (Low, Moderate, and High) mapped to specific parcels within designated wildland-urban interface areas. Low intensity areas require Class 1 structure hardening; moderate and high intensity areas require Class 2 structure hardening, which includes additional requirements for eaves, exterior walls, glazing, doors, decking, and underfloor enclosures.

State law, 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 meeting or exceeding the CWRC’s standards within nine months of the Board’s July 1, 2025 adoption. The City of Pueblo has jurisdiction in areas within the wildland-urban interface as mapped by the Board, and the City has authority to adopt building codes under Title IV of the Pueblo Municipal Code. The City is therefore required to adopt a qualifying code.

The CWRC supplements the City’s existing building and fire codes rather than replacing them. It applies to new construction, significant alterations, and certain roof and exterior wall replacements affecting structures with occupiable or habitable space within designated wildland-urban interface areas. Buildings and structures legally in existence at the time of adoption may continue without change, with limited exceptions for conditions constituting a distinct hazard to life or property. Exemptions include interior alterations, additions that do not increase a structure’s footprint by more than 500 square feet, and replacement of less than 25 percent of a structure’s exterior roof covering or exterior walls.

The CWRC is a rule of the Board, a Colorado state agency. Under C.R.S. § 31-16-202, a municipality may adopt any rule adopted by a Colorado state agency by referring to it in the text of an adopting ordinance, notwithstanding the other procedural requirements of Part 2 of Article 16 of Title 31, C.R.S. This Ordinance elects that statutory path. Consistent with good practice, the City is also holding a public hearing and filing a certified copy with the City Clerk before adoption.

Under the CWRC, SCBD is designated as the code compliance agency for the City, with the SCBD Chief Building Official serving as the code official authorized to administer and enforce the building code provisions of the CWRC within the City’s boundaries. Senate Bill 25-142 additionally permits a governing body to enter into a cooperative agreement with another entity to assist with enforcement; SCBD’s existing role under the Intergovernmental Agreement approved by Ordinance No. 11081 fulfills this function for the City.

This Ordinance sets an effective date of June 30, 2026, one day before the July 1, 2026 implementation date established by state law.

## FINANCIAL IMPLICATIONS:

There are no financial implications for the City. SCBD operates as a self-funding enterprise under Article X, Section 20 of the Colorado Constitution. Permit and plan review fees for CWRC compliance work within the City will be collected by SCBD pursuant to the fee schedule authorized by City Council under IGA Section 9.

## BOARD/COMMISSION RECOMMENDATION:

Pursuant to Colorado Senate Bill 25-142, the SCBD Chief Building Official has recommended adoption of this Ordinance.

## STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

## ALTERNATIVES:

If this Ordinance is not approved, the City of Pueblo will remain in non-compliance with its state law obligation to adopt a code meeting or exceeding the minimum standards set forth in the CWRC. A governing body may alternatively draft and adopt its own original wildfire resiliency code meeting or exceeding the CWRC's standards, though that approach would require substantially more time and resources than adoption by reference.

## RECOMMENDATION:

Approve the Ordinance.

## ATTACHMENTS:

1. Ordinance
2. 2025 Colorado Wildfire Resiliency Code (Amended)
3. WUI Map with Boundary

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE IV OF THE PUEBLO MUNICIPAL CODE BY ADDING CHAPTER 11; ADOPTING BY REFERENCE THE 2025 COLORADO WILDFIRE RESILIENCY CODE; ESTABLISHING PENALTIES; AND SETTING FORTH AMENDMENTS THERETO

WHEREAS, the City of Pueblo is a home rule municipality organized and existing under Article XX of the Colorado Constitution, which vests in home rule municipalities plenary authority over matters of local concern, including the adoption of building codes; and

WHEREAS, the Colorado General Assembly enacted Senate Bill 23-166, codified at C.R.S. § 24-33.5-1236, establishing the Colorado Wildfire Resiliency Code Board (the "Board") within the Division of Fire Prevention and Control in the Colorado Department of Public Safety, and charged the Board with adopting statewide minimum codes and standards for the hardening of structures and reduction of wildfire risk in the defensible space surrounding structures in wildland-urban interface areas; and

WHEREAS, on July 1, 2025, the Board adopted the 2025 Colorado Wildfire Resiliency Code, CWRC Version 1.0 (the "Colorado Wildfire Resiliency Code"), establishing minimum standards for structure hardening and defensible space in wildland-urban interface areas; and

WHEREAS, state law, 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 meeting or exceeding the minimum standards of the Colorado Wildfire Resiliency Code within nine months of the Board's adoption of that code; and

WHEREAS, the City of Pueblo has jurisdiction in areas within the wildland-urban interface as defined and mapped by the Board, and the City has authority to adopt building codes under Title IV of the Pueblo Municipal Code; and

WHEREAS, the Colorado Wildfire Resiliency Code is a rule adopted by the Board, a Colorado state agency and may be adopted by reference pursuant to C.R.S. § 31-16-202, notwithstanding the other procedural requirements of Part 2 of Article 16 of Title 31, C.R.S.; and

WHEREAS, on November 24, 2025, City Council approved Ordinance No. 11081 approving the Intergovernmental Agreement for the Operation of the Southern Colorado Building Department ("SCBD"), designating SCBD as the City's building code administration entity; and

WHEREAS, City Council finds and determines that the adoption of the Colorado Wildfire Resiliency Code, as amended herein, will enhance, protect, and 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 to C.R.S. § 31-16-202, the 2025 Colorado Wildfire Resiliency Code, CWRC Version 1.0, adopted by the Colorado Wildfire Resiliency Code Board on July 1, 2025, is hereby adopted by reference as the Colorado Wildfire Resiliency Code of the City of Pueblo, as amended by this Ordinance. A copy of the Colorado Wildfire Resiliency Code is on file in the office of the City Clerk and may be inspected during regular business hours.

SECTION 2.

Chapter 11 of Title IV of the Pueblo Municipal Code is hereby amended to add the following language:

[CHAPTER 11 – Reserved]

**CHAPTER 11 – COLORADO WILDFIRE RESILIENCY CODE**

**Sec. 4-11-1. Adoption by reference.**

**Pursuant to C.R.S. § 31-16-202, the 2025 Colorado Wildfire Resiliency Code, CWRC Version 1.0, adopted by the Colorado Wildfire Resiliency Code Board on July 1, 2025, as amended by this Chapter, is hereby adopted by reference as the Colorado Wildfire Resiliency Code of the City of Pueblo.**

**Sec. 4-11-2. 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.**

**Sec. 4-11-3. Penalties and enforcement.**

**(a) Any person, firm, or corporation who violates any provision of this Chapter or of the Colorado Wildfire Resiliency Code adopted herein, or who fails to comply with any order issued pursuant thereto, shall be guilty of a Class 2 Municipal Offense and upon conviction shall be punished as provided in Section 1-2-1, P.M.C.**

**(b) Each day during which a violation continues shall constitute a separate offense.**

**(c) In the event any owner or occupant of premises within the City shall refuse entry to the Code Official or any building inspector, or if any premises are locked and the Code Official or any building inspector has been unable to obtain permission of the owner or occupant to enter, the Municipal Court is authorized to**

**issue a search or inspection warrant authorizing such entry in accordance with the procedures set forth in the Colorado Municipal Court Rules.**

**(d) In the event any person, firm, or corporation within the City, or any licensed contractor, fails or refuses to comply with any provision of this Chapter or the Colorado Wildfire Resiliency Code adopted herein, the City may initiate an action for injunctive relief in any court of competent jurisdiction to compel compliance.**

**(e) The enforcement remedies set forth in this Section are cumulative, and the exercise of any one or more of them is not dependent upon the exercise of any other remedy, and the exercise of any one or more of them does not constitute any bar or limitation to the exercise of any other.**

**Sec. 4-11-4. 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 Chapter 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 its officers, employees, or agents for any damage arising out of or in any way connected with the adoption, enforcement, or nonenforcement of this Chapter or said code. Nothing in this Chapter 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 Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 et seq., or to waive any immunities or limitations on liability otherwise available to the City of Pueblo or its officers, employees, or agents.**

**Sec. 4-11-5. Copy of code on file.**

**The Southern Colorado Building Department shall maintain at least one copy of the Colorado Wildfire Resiliency Code on file at its offices, located at 830 N. Main Street, Pueblo, Colorado 81003. Copies of the Colorado Wildfire Resiliency Code shall be available for inspection and purchase through the Building Official of the Southern Colorado Building Department.**

**Sec. 4-11-6. Amendments to the Colorado Wildfire Resiliency Code.**

**The 2025 Colorado Wildfire Resiliency Code is hereby amended as follows:**

**(a) Section 101.1 of the 2025 Colorado Wildfire Resiliency Code is hereby amended to read:**

> **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 to read:**

**103.1 Agency. The Southern Colorado Building Department, established as a separate governmental entity pursuant to Ordinance No. 11081 of the City of Pueblo, is hereby designated as the code compliance agency for the City of Pueblo. 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 within the boundaries of the City of Pueblo.**

**(c) Section C101.3.4 Citations of Appendix C is hereby amended to read:**

**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 Class 2 Municipal Offense.**

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 April 27, 2026.

SECTION 4.

The City Clerk is directed to maintain at least one copy of the 2025 Colorado Wildfire Resiliency Code on file in the office of the City Clerk, certified as a true copy by the Mayor and the City Clerk, available for public inspection during regular business hours. Such copy shall be filed in the office of the City Clerk no later than fifteen days before the public hearing described in Section 3 of this Ordinance, and shall remain on file while this Ordinance is in force. The City Clerk shall at all times maintain a reasonable supply of copies of the Colorado Wildfire Resiliency Code available for purchase by the public at a moderate price.

SECTION 5.

In accord with City Charter Section 3-22, the codifier is instructed to add the following sections to the Pueblo Municipal Code: Sections 4-11-1, 4-11-2, 4-11-3, 4-11-4, 4-11-5, and 4-11-6, as set forth in Section 2 of this Ordinance.

SECTION 6.

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

SECTION 7.

If any part, section, subsection, sentence, clause, or phrase of this Ordinance or of the adopted Colorado Wildfire Resiliency Code 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 8.

This Ordinance shall become effective June 30, 2026.

**Action by City Council:**

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

Final adoption of Ordinance by City Council on _____.

_____
President of the 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 the City Council

ATTEST

_____
City Clerk

COLORADO
Wildfire
Resiliency
Code Board

# 2025

# Colorado Wildfire Resiliency Code

01 June 2025

COLORADO
Department of Public Safety

COLORADO
Division of Fire
Prevention & Control
Department of Public Safety

## CWRC Version 1.0

–THIS PAGE INTENTIONALLY LEFT BLANK–

# Attributions

## ATTRIBUTIONS

*ALL RIGHTS RESERVED. This material contains significant portions from the 2024 International Wildland Interface Code ("2024 IWUIC"), which is a registered copyrighted work owned by the International Code Council, Inc. (the "ICC"). The 2024 IWUIC, and any and all portions thereof, have been obtained and reproduced herein with permission. The "International Code Council", "International Wildland Interface Code", the acronyms "ICC" and "IWUIC", and the ICC logogram are registered trademarks and service marks of ICC. Use of these marks or the 2024 IWUIC without advance written permission from the ICC is prohibited.*

# Table of Contents


Chapter 1 - Scope and Administration. ..... 5
PART 1 GENERAL PROVISIONS. ..... 5
SECTION 101 SCOPE AND GENERAL REQUIREMENTS. ..... 5
SECTION 102—APPLICABILITY. ..... 7
PART 2—ADMINISTRATION AND ENFORCEMENT ..... 9
SECTION 103—CODE COMPLIANCE AGENCY. ..... 9
SECTION 104—DUTIES AND POWERS OF THE CODE OFFICIAL. ..... 9
SECTION 105—TEMPORARY USES, EQUIPMENT AND SYSTEMS. ..... 13
SECTION 106—FEES. ..... 14
SECTION 107—STOP WORK ORDER. ..... 14
Chapter 2 - Definitions. ..... 15
SECTION 201 GENERAL. ..... 15
SECTION 202 DEFINITIONS. ..... 15
Chapter 3 - Wildfire Hazard Identification. ..... 19
SECTION 301 GENERAL. ..... 19
SECTION 302 WILDLAND-URBAN INTERFACE AREA DESIGNATIONS. ..... 19
SECTION 303 MAPPING AND APPLICABILITY. ..... 19
SECTION 304 GROUND-TRUTHING. ..... 21
Chapter 4- Structure Hardening. ..... 23
SECTION 401 GENERAL. ..... 23
SECTION 402 BUILDING MATERIAL. ..... 23
SECTION 403 CLASS 1 STRUCTURE HARDENING. ..... 25
SECTION 404 CLASS 2 STRUCTURE HARDENING. ..... 26
Chapter 5- Site and Area Requirements. ..... 29
SECTION 501 GENERAL. ..... 29
SECTION 502 CLASS 1 REQUIREMENTS. ..... 29
SECTION 503 CLASS 2 REQUIREMENTS. ..... 30
Appendix A: PERMITS. ..... 33
Appendix B: CONSTRUCTION DOCUMENTS. ..... 36
Appendix C: INSPECTION AND ENFORCEMENT. ..... 38

–THIS PAGE INTENTIONALLY LEFT BLANK–

# Chapter 1 - Scope and Administration

## PART 1 GENERAL PROVISIONS

### SECTION 101 SCOPE AND GENERAL REQUIREMENTS

**101.1 Title.** These regulations shall be known as the Colorado Wildfire Resiliency Code as adopted by the City of Pueblo, hereinafter referred to as "this code."

**101.2 Scope.** The provisions of this code shall apply to the construction, alteration, movement, repair, maintenance and use of any building, structure or premises that contain *occupiable* and/or *habitable space*, or change in use resulting in an occupiable and/or habitable space, unless excepted, within the *wildland-urban interface* areas of Colorado, as designated in this code.

Buildings or conditions in existence at the time of the adoption of this code are allowed to have their use or occupancy continued, if such condition, use or occupancy was legal at the time of the adoption of this code, provided that such continued use does not constitute a distinct danger to life or property.

Buildings or structures moved into or within the jurisdiction shall comply with the provisions of this code for new buildings or structures.

**101.2.1 Appendices.** Provisions in the appendices shall not apply unless specifically adopted.

**101.2.2 Factory-Built Structures (nonresidential, residential, and tiny homes).** Structure hardening provisions of this code for factory-built structures as defined by sections 24-32-3302(9), (10), (11), and (35), C.R.S., are in accordance with Rules adopted by the Division of Housing in 8 CCR 1302-1, Rule 2 Codes and Standards.

**101.2.3 HUD Code Homes.** Homes built to the HUD Manufactured Home Construction and Safety Standards are exempt from structure hardening requirements on their first installation. Homes built to the HUD Manufactured Home Construction and Safety Standards which are moved into an applicable Wildfire Resiliency code area are subject to the provisions of this code as required by the authority having jurisdiction.

**101.3 Purpose.** The purpose of this code is to establish minimum regulations for the safeguarding of life and for property protection. Regulations in this code are intended to mitigate the risk to life and structures from intrusion of fire from wildland fire exposures and fire exposures from adjacent structures and to mitigate structure fires from spreading to wildland fuels. The extent of this regulation is intended to be tiered commensurate with the relative level of hazard present.

The unrestricted use of property in *wildland-urban interface* areas is a potential threat to life and property from fire and resulting erosion. Safeguards to prevent the occurrence of fires and to

provide adequate fire protection facilities to control the spread of fire in *wildland-urban interface* areas shall be in accordance with this code.

This code shall supplement the jurisdiction's building and fire codes, if such codes have been adopted, to provide for special regulations to mitigate the fire- and life-safety hazards of the *wildland-urban interface* areas.

**101.4 Retroactivity.** The provisions of the code shall apply to conditions arising after the adoption thereof, conditions not legally in existence at the adoption of this code and conditions that, in the opinion of the *code official*, constitute a distinct hazard to life or property.

> **Exception:** Provisions of this code that specifically apply to existing conditions are retroactive.

**101.5 Additions or alterations.** Additions or alterations shall be permitted to be made to any building or structure without requiring the existing building or structure to comply with all of the requirements of this code, provided that, when the work increases the footprint of the existing structure by 500 square feet or greater, the addition or alteration conforms to that required for a new building or structure.

> **Exception:** Provisions of this code that specifically apply to existing conditions are retroactive.

Additions or alterations shall not be made to an existing building or structure that will cause the existing building or structure to be in violation of any of the provisions of this code nor shall such additions or alterations cause the existing building or structure to become unsafe. An unsafe condition shall be deemed to have been created if an addition or alteration will cause the existing building or structure to become structurally unsafe or overloaded; will not provide adequate access in compliance with the provisions of this code or will obstruct existing exits or access; will create a fire hazard; will reduce required fire resistance or will otherwise create conditions dangerous to human life.

**101.6 Roof coverings.** The *roof covering* on buildings or structures in existence prior to adoption of this code that are replaced or have 25 percent or more of the surface area of the roof replaced, or where work to reconstruct, alter, or repair the *roof covering* effectively replaces such material, shall require the entirety of the *roof covering* to be replaced with a *roof covering* required for new construction specified in Sections 403.2 through 403.2.2.

> **Exception:** Existing *roof coverings* that are compliant with Section 403.2.

**101.7 Exterior walls.** The exterior walls of building or structures in existence prior to adoption of this code where 25 percent or more of the total exterior wall surface area is replaced, or where work to reconstruct, alter or repair the exterior walls effectively replaces the exterior wall material, shall require the entirety of the exterior wall surface area, including attachments, to be replaced with materials required for new construction specified in Section 404.3 through 404.3.2

and the immediate zone within 5 feet of the structure shall be made to comply with Section 503.1.

**Exception:** Existing exterior walls that are compliant with Section 404.3.

**101.8 Maintenance.** Buildings, structures, landscape materials, vegetation, *defensible space* or other devices or safeguards required by this code shall be maintained in conformance to the code edition under which installed. The owner or the owner's authorized agent shall be responsible for the maintenance of buildings, structures, landscape materials and vegetation.

## SECTION 102—APPLICABILITY

**102.1 General.** Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall govern. Where, in any specific case, different sections of this code, or any other adopted code, specify different materials, methods of construction or other requirements, the most restrictive shall govern.

**102.2 Other laws.** The provisions of this code shall not be deemed to nullify any provisions of local, state or federal law.

**102.3 Application of references.** References to chapter or section numbers, or to provisions not specifically identified by number, shall be construed to refer to such chapter, section or provision of this code.

**102.4 Referenced codes and standards.** The codes and standards referenced in this code are listed throughout this code. Such codes and standards shall be considered as part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Sections 102.4.1 and 102.4.2.

**102.4.1 Conflicts.** Where conflicts occur between provisions of this code and the referenced codes and standards, the provisions of this code shall govern.

**102.4.2 Provisions in referenced codes and standards.** Where the extent of the reference to a referenced code or standard includes subject matter that is within the scope of this code, the provisions of this code, as applicable, shall take precedence over the provisions in the referenced standard.

**102.5 Subjects not regulated by this code.** Where applicable standards or requirements are not set forth in this code, or are contained within other laws, codes, regulations, ordinances or policies adopted by the authority having jurisdiction, compliance with applicable standards of other nationally recognized safety standards, as *approved*, shall be deemed as prima facie evidence of compliance with the intent of this code. Nothing herein shall derogate from the authority of the *code official* to determine compliance with codes or standards for those activities or installations within the code official's jurisdiction or responsibility.

**102.6 Matters not provided for.** Requirements that are essential for the public safety of an existing or proposed activity, building or structure, or for the safety of the occupants thereof,

which are not specifically provided for by this code, shall be determined by the *code official* consistent with the necessity to establish the minimum requirements to safeguard the public health, safety and general welfare.

**102.7 Partial invalidity.** In the event that any part or provision of this code is held to be illegal or void, this shall not have the effect of making void or illegal any of the other parts or provisions.

**102.8 Existing conditions.** The legal occupancy or use of any structure or condition existing on the date of adoption of this code shall be permitted to continue without change, except as is specifically covered in this code, the *International Fire Code* or the *International Property Maintenance Code*, or as is deemed necessary by the *code official* for the general safety and welfare of the occupants and the public.

**102.9 Historic structures.** A variance is authorized to be issued for the repair or rehabilitation of a historic structure or construction of a contributing structure upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure, and the variance is the minimum necessary to preserve the historic character and design of the structure, within the spirit of this code.

**Exception:** Within wildfire hazard areas, historic structures that do not meet one or more of the following designations:

1. Listed or preliminarily determined to be eligible for listing in the National Register of Historic Places.
2. Determined as contributing to the historical significance of a registered historic district or a district preliminarily determined to qualify as an historic district.
3. Designated as historic under a state or local historic preservation program.

**102.9.1 Historic preservation exemption.** The authority having jurisdiction may establish a historic preservation exemption or exemptions in their jurisdiction that consists of the spirit and intent of this code.

**102.10 Work exempt from permit under this code.** Exemptions from code requirements shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of the jurisdiction. Compliance with this code shall not be required for the following:

1. Interior alterations of existing structures.
2. Additions that do not increase the footprint of a structure by more than 500 square feet.
3. The reconstruction, replacement, alteration, or repair of the exterior walls of an existing building, when less than 25 percent of the surface area of all exterior walls is affected.
4. The reconstruction, replacement, alteration, or repair of the exterior *roof covering* of an existing building, when less than 25 percent of the surface area of the exterior *roof covering* or an attachment thereto is affected.

5. Alterations or repairs to the exterior of an existing structure, or an attachment to it, when less than twenty-five percent of the exterior of the structure is affected by the alteration or repair.
6. Painting, staining and similar maintenance or restorative work.
7. One-story detached accessory, nonhabitable structures, such as tool and storage sheds, playhouses and similar uses, provided that the floor area does not exceed 120 square feet and the structure is located greater than or equal to 10 feet from the nearest adjacent occupiable structure.
8. *Accessory structures* and buildings of an accessory character classified as Utility and Miscellaneous Group U (including Agricultural Structures) located more than 50 feet from a structure containing *occupiable* or *habitable space*.
9. Fences located more than 8 feet from a habitable structure.
10. Any thirty-five acre parcel with only one residential structure on it that does not abut a residential or commercial area.

## PART 2—ADMINISTRATION AND ENFORCEMENT

### SECTION 103—CODE COMPLIANCE AGENCY

**103.1 Creation of agency.** The Southern Colorado Building Department is hereby created and the official in charge thereof shall be known as the *code official*. The function of the agency shall be the implementation, administration and enforcement of the provisions of this code.

**103.2 Appointment.** The *code official* shall be appointed by the chief appointing authority of the jurisdiction.

**103.3 Deputies.** In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the appointing authority, the *code official* shall have the authority to appoint a deputy *code official*, other related technical officers, inspectors and other employees. Such employees shall have powers as delegated by the *code official*.

### SECTION 104—DUTIES AND POWERS OF THE CODE OFFICIAL

**104.1 Powers and duties of the code official.** The *code official* is hereby authorized to enforce the provisions of this code.

**104.2 Determination of compliance.** The *code official* shall have the authority to determine compliance with this code, to render interpretations of this code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures:

1. Shall be in compliance with the intent and purpose of this code.
2. Shall not have the effect of waiving requirements specifically provided for in this code.

**104.2.1 Technical assistance.** To determine compliance with this code, the *code official* is authorized to require the owner, the owner's authorized agent or the person in possession or control of the building or premises to provide a technical opinion and report.

**104.2.1.1 Costs.** A technical opinion and report shall be provided without charge to the jurisdiction.

**104.2.1.2 Preparer qualifications**. The technical opinion and report shall be prepared by a qualified engineer, specialist, laboratory or fire safety specialty organization acceptable to the *code official*. The *code official* is authorized to require design submittals to be prepared by, and bear the stamp of, a registered design professional.

**104.2.1.3 Content.** The technical opinion and report shall analyze the properties of the design, operation or use of the building or premises, the facilities and appurtenances situated thereon and fuel management to identify and propose necessary recommendations.

**104.2.1.4 Tests.** Where there is insufficient evidence of compliance with the provisions of this code, the *code official* shall have the authority to require tests as evidence of compliance. Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized test standards, the *code official* shall approve the testing procedures. Such tests shall be performed by a party acceptable to the *code official*.

**104.2.2 Alternative materials, design and methods.** The provisions of this code are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by this code, provided that any such alternative has been *approved*.

**104.2.2.1 Approval authority.** An alternative material, design or method shall be *approved* where the *code official* finds that the proposed alternative is satisfactory and complies with Sections 104.2.2.2 through 104.2.2.7, as applicable.

**104.2.2.2 Application and disposition.** Where required, a request to use an alternative material, design or method of construction shall be submitted in writing to the *code official* for approval. Where the alternative material, design or method of construction is not approved, the *code official* shall respond in writing, stating the reasons the alternative was not approved.

**104.2.2.3 Compliance with code intent.** An alternative material, design or method of construction shall comply with the intent of the provisions of this code.

**104.2.2.4 Equivalency criteria.** An alternative material, design or method of construction shall, for the purpose intended, be not less than the equivalent of that prescribed in this code with respect to all of the following, as applicable:

1. Quality.
2. Strength.
3. Effectiveness.
4. Durability.
5. Safety, other than fire safety.
6. Fire safety.

**104.2.2.5 Tests.** Tests conducted to demonstrate equivalency in support of an alternative material, design or method of construction application shall be of a scale that is sufficient to predict performance of the end use configuration. Tests shall be performed by a party acceptable to the *code official.*

**104.2.2.5.1 Fire tests.** Tests conducted to demonstrate equivalent fire safety in support of an alternative material, design or method of construction application shall be of a scale that is sufficient to predict fire safety performance of the end use configuration. Tests shall be performed by a party acceptable to the *code official*.

**104.2.2.6 Reports.** Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in this code, shall comply with Sections 104.2.2.6.1 and 104.2.2.6.2.

**104.2.2.6.1 Evaluation reports.** Evaluation reports shall be issued by an *approved* agency and use of the evaluation report shall require approval by the *code official* for the installation. The alternate material, design or method of construction and product evaluated shall be within the scope of the *code official*'s recognition of the *approved* agency. Criteria used for the evaluation shall be identified within the report and, where required, provided to the *code official*.

**104.2.2.6.2 Other reports.** Reports not complying with Section 104.2.2.6.1 shall describe criteria, including but not limited to any referenced testing or analysis, used to determine compliance with code intent and justify code equivalence. The report shall be prepared by a qualified engineer, specialist, laboratory or fire safety specialty organization acceptable to the *code official*. The *code official* is authorized to require design submittals to be prepared by, and bear the stamp of, a registered design professional.

**104.2.2.7 Peer review.** The *code official* is authorized to require submittal of a peer review report in conjunction with a request to use an alternative material, design or

method of construction, prepared by a peer reviewer that is *approved* by the *code official*.

**104.2.3 Modifications.** Where there are practical difficulties involved in carrying out the provisions of this code, the *code official* shall have the authority to grant modifications for individual cases, provided that the *code official* shall first find that one or more special individual reasons make the strict letter of this code impractical, that the modification is in conformance with the intent and purpose of this code, and that such modification does not lessen health, life and fire safety requirements. The details of the written request and action granting modifications shall be recorded and entered into the files of the code enforcement agency.

**104.3 Applications and permits.** The *code official* is authorized to receive applications, review construction documents and issue permits for construction regulated by this code, issue permits for operations regulated by this code, inspect the premises for which such permits have been issued and enforce compliance with the provisions of this code.

**104.4 Access to Property.** For the purpose of inspecting and enforcing the provisions of this code and the terms and conditions of any permit issued under this code, the *code official* is authorized to enter upon private property at reasonable times and upon reasonable notice for the purpose of determining compliance with this code and to evaluate conditions relative to the permit application.

**104.4.1 Authorization.** The owner or occupant of the property having a permit under this code shall allow the *code official* access to the property to perform the required inspections. If access is denied, the *code official* shall apply to the Court with jurisdiction to seek authority to access the property.

**104.5 Identification.** The *code official* shall carry proper identification when inspecting structures or premises in the performance of duties under this code.

**104.6 Notices and orders.** The *code official* shall issue all necessary notices or orders to ensure compliance with this code.

**104.7 Official records.** The *code official* shall keep official records as required by Sections 104.7.1 through 104.7.5. Such official records shall be retained for not less than 5 years or for as long as the structure or activity to which such records relate remains in existence, unless otherwise provided by other regulations.

**104.7.1 Approvals.** A record of approvals shall be maintained by the *code official* and shall be available for public inspection during business hours in accordance with applicable laws.

**104.7.2 Inspections.** The *code official* shall keep a record of each inspection made, including notices and orders issued, showing the findings and disposition of each.

**104.7.3 Code alternatives and modifications.** Application for alternative materials, design and methods of construction and equipment in accordance with Section 104.2.2; modifications in accordance with Section 104.2.3; and documentation of the final decision of the *code official* for either shall be in writing and shall be retained in the official records.

**104.7.4 Tests.** The *code official* shall keep a record of tests conducted to comply with Sections 104.2.1.4 and 104.2.2.5.

**104.7.5 Fees.** The *code official* shall keep a record of fees collected and refunded in accordance with Section 106.

**104.8 Liability.** The *code official*, member of the board of appeals or employee charged with the enforcement of this code, while acting for the jurisdiction, in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered personally liable, either civilly or criminally, and is hereby relieved from all personal liability for any damage accruing to persons or property as a result of an act or by reason of any act or omission in the discharge of official duties.

**104.8.1 Legal defense.** Any suit or criminal complaint instituted against any officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code or other laws or ordinances implemented through the enforcement of this code shall be defended by legal representatives of the jurisdiction until final termination of the proceedings. The *code official* or any subordinate shall not be liable for costs in an action, suit or proceeding that is instituted in pursuance of the provisions of this code.

**104.9 Approved materials and equipment.** Materials, equipment and devices approved by the *code official* shall be constructed and installed in accordance with such approval.

**104.9.1 Materials and equipment reuse.** Materials, equipment and devices shall not be reused unless such elements are in good working order and *approved*.

**104.10 Other agencies.** When requested to do so by the *code official*, other officials of this jurisdiction shall assist and cooperate with the *code official* in the discharge of the duties required by this code.

## SECTION 105—TEMPORARY USES, EQUIPMENT AND SYSTEMS

**105.1 General.** The *code official* is authorized to issue a permit for temporary uses, equipment and systems. Such permits shall be limited as to time of service, but shall not be permitted for more than 180 days. The *code official* is authorized to grant extensions for demonstrated cause.

**105.2 Conformance.** Temporary uses, equipment and systems shall conform to the requirements of this code as necessary to ensure health, safety and general welfare.

**105.3 Temporary service utilities.** The *code official* is authorized to give permission to temporarily supply service utilities.

**105.4 Termination of approval.** The *code official* is authorized to terminate such permit for temporary uses, equipment and systems and to order the same to be discontinued.

## SECTION 106—FEES

**106.1 General.** An AHJ has the authority to establish fees.

## SECTION 107—STOP WORK ORDER

**107.1 Authority.** Where the *code official* finds any work regulated by this code being performed in a manner contrary to the provisions of this code or in a dangerous or unsafe manner, the *code official* is authorized to issue a stop work order.

**107.2 Issuance.** The stop work order shall be in writing and shall be given to the owner of the property, the owner's authorized agent or the person performing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order and the conditions under which the cited work is authorized to resume.

**107.3 Emergencies.** Where an emergency exists, the *code official* shall not be required to give a written notice prior to stopping the work.

**107.4 Failure to comply.** Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to fines established by the authority having jurisdiction.

# Chapter 2 - Definitions

## SECTION 201 GENERAL

**201.1 Scope.** Unless otherwise expressly stated, the following words and terms shall, for the purposes of this code, have the meanings shown in this chapter.

**201.2 Interchangeability.** Words stated in the present tense include the future; words stated in the masculine gender include the feminine and neuter; and the singular number includes the plural and the plural the singular.

**201.3 Terms defined in other codes.** Where terms are not defined in this code and are defined in other International Codes, such terms shall have the meanings ascribed to them as in those codes.

**201.4 Terms not defined.** Where terms are not defined through the methods authorized by this section, such terms shall have their ordinarily accepted meanings such as the context implies.

## SECTION 202 DEFINITIONS

**ACCESSORY STRUCTURE.** A building or structure used to shelter or support any material, equipment, chattel or occupancy other than a habitable building.

**AGRICULTURAL BUILDING.** A structure designed and constructed to house farm implements, hay, grain, poultry, livestock or other horticultural products. This structure shall not be a place of human habitation or a place of employment where agricultural products are processed, treated or packaged, nor shall it be a place used by the public.

**APPROVED.** Acceptable to the *code official*.

**BUILDING.** Any structure intended for supporting or sheltering any occupancy.

**CLASS A TESTS.** Class A Tests are applicable to *roof coverings* that are expected to be effective against severe fire exposure, afford a high degree of fire protection to the *roof deck*, do not slip from position, and are not expected to present a flying brand hazard.

**CODE OFFICIAL.** The official designated by the jurisdiction to interpret and enforce this code, or the *code official*'s authorized representative.

**DEFENSIBLE SPACE.** An area either natural or man-made, where material capable of allowing a fire to spread unchecked has been treated, cleared or modified to slow the rate and intensity of an advancing wildfire and to create an area for fire suppression operations to occur.

**EMBELLISHMENTS.** Elements incorporated in design and construction for ornamental or decorative purpose that are not integral to the structure or structural support.

**FIRE INTENSITY CLASSIFICATION.** The level of fire intensity identified for areas where significant fuel hazards and associated dangerous fire behavior may exist, based upon vegetative fuels, topography, weather conditions, and flame length value.

**FIRE-RESISTANCE-RATED CONSTRUCTION.** The use of materials and systems in the design and construction of a building or structure to safeguard against the spread of fire within a building or structure and the spread of fire to or from buildings or structures to the *wildland-urban interface* area.

**FIRE-RETARDANT-TREATED WOOD.** Fire-retardant-treated wood is any wood product that, when impregnated with chemicals by a pressure process or other means during manufacture, shall have, when tested in accordance with ASTM E84 or UL 723, a listed *flame spread index* of 25 or less. The ASTM E84 or UL723 test shall be continued for an additional 20-minute period and the flame front shall not progress more than 10.5 feet beyond the centerline of the burners at any time during the test.

**FLAME SPREAD INDEX.** A comparative measure, expressed as a dimensionless number, derived from visual measurements of the spread of flame versus time for a material tested in accordance with ASTM E84.

**FUEL MODIFICATION.** A method of modifying fuel load by reducing the amount of nonfire-resistive vegetation or altering the type of vegetation to reduce the fuel load.

**HABITABLE SPACE.** A space in a building for living, sleeping, eating or cooking.

**HEAVY TIMBER CONSTRUCTION.** As described in Section 602.4 of the 2024 *International Building Code*.

**HOME IGNITION ZONE.** Home Ignition Zone is the home and the area around the home (or structure). The HIZ takes into account both the potential of the structure to ignite and the quality of *defensible space* surrounding it.

**IGNITION-RESISTANT BUILDING MATERIAL.** A type of building material that resists ignition or sustained flaming combustion sufficiently so as to reduce losses from wildfire exposure of burning embers and small flames.

**IGNITION-RESISTANT VEGETATION.** Plants that are less likely to readily ignite from a flame or other ignition source and produce fewer embers. While they can still be damaged by fire, their foliage and stems don't significantly contribute to the intensity of the fire.

**LOG WALL CONSTRUCTION.** A type of construction in which exterior walls are constructed of solid wood members and where the smallest horizontal dimension of each solid wood member is not less than 6 inches. Log wall construction shall follow requirements of ICC 400.

**MULTILAYERED GLAZED PANELS.** Window or door assemblies that consist of two or more independently glazed panels installed parallel to each other, having a sealed air gap in between, within a frame designed to fill completely the window or door opening in which the assembly is intended to be installed.

**NONCOMBUSTIBLE.** As applied to building construction material means a material that, in the form in which it is used, is either one of the following:

1. Material of which no part will ignite and burn when subjected to fire.

2. Any material conforming to ASTM E136 shall be considered noncombustible within the meaning of this section.

3. For the purposes of this code, fire-rated gypsum board tested in accordance with ASTM C1396 with no less than a 1-hour fire-resistance-rating with fire exposure from the outside only is considered a noncombustible material.

**OCCUPIABLE SPACE.** A room or enclosed space designed for human occupancy in which individuals congregate for amusement, education or similar purposes or in which occupants are engaged at labor.

**ROOF ASSEMBLY.** A system designed to provide weather protection and resistance to design loads. The system consists of a *roof covering* and *roof deck* or a single component serving as both the *roof covering* and the *roof deck*. A *roof assembly* can include an underlayment, thermal barrier, ignition barrier, insulation or a vapor retarder.

**ROOF COVERING.** The covering applied to the *roof deck* for weather resistance, fire classification or appearance.

**ROOF DECK.** The flat or sloped surface not including its supporting members or vertical supports.

**SLOPE.** The variation of terrain from the horizontal; the number of feet rise or fall per 100 feet measured horizontally, expressed as a percentage.

**STRUCTURE.** That which is built or constructed.

**STRUCTURE IGNITION ZONE.** Structure Ignition Zone is the structure and the area around the structure (or home). The SIZ takes into account both the potential of the structure to ignite and the quality of *defensible space* surrounding it.

**TREE CROWN.** The primary and secondary branches growing out from the main stem, together with twigs and foliage.

**WILDLAND-URBAN INTERFACE.** That geographical area where structures and other human development meets or intermingles with wildland or vegetative fuels.

# Chapter 3 - Wildfire Hazard Identification

## SECTION 301 GENERAL

**301.1 Scope.** The provisions of this chapter provide methodology to establish and record wildfire hazard based on the findings of fact to be regulated by this code.

**301.2 Objective**. The objective of this chapter is to provide simple baseline criteria for determining *wildland-urban interface* areas based on the wildfire hazard.

## SECTION 302 WILDLAND-URBAN INTERFACE AREA DESIGNATIONS

**302.1 Declaration.** The AHJ shall declare the *wildland-urban interface* areas within the jurisdiction as defined by this code. The *wildland-urban interface* areas shall be based on the findings of fact.

## SECTION 303 MAPPING AND APPLICABILITY

**303.1 Mapping of Wildfire Hazard Areas.**

Wildfire Hazard shall be recorded on official maps. These maps identify areas subject to the provisions of this code and shall be available for public inspection through an accessible online platform and at designated local government offices.

**303.1.1 Map.** This map shall be based on a combination of factors including, but not limited to, vegetative fuels, topography, local weather patterns, and fire behavior modeling data.

**303.1.2 Locally Developed Mapping.**

The AHJ may develop and adopt local maps designating wildfire hazard and *fire intensity classifications* within its jurisdictional boundaries in accordance with Sections 303.1 through 303.3.

**303.2 Fire Intensity Classification.** *Fire Intensity Classification* shall be identified on the map in accordance with Section 303.1. *Fire Intensity Classification* is determined by expected wildfire behavior, including flame length and suppression difficulty and is separated into three levels: low, moderate, and high. The identified *fire intensity classification* establishes code requirements for construction and mitigation.

**303.2.1 Low Fire Intensity Classification.** Low *Fire Intensity Classification* is identified in areas with light to medium surface fuels, such as grasses, shrubs, and scattered low-density vegetation. These fuels are often discontinuous, which limits flame propagation but can sustain burning under moderate weather conditions. Fires in this class may occur on gentle to moderate *slopes*, where topography begins to influence the rate of spread. Although flame lengths remain relatively small—typically less than two

feet—limited spotting may occur, especially with wind. Trained firefighters with protective equipment and standard hand tools can usually suppress these fires through direct attack, particularly on *slopes* under 30 percent. Mechanized equipment is typically unnecessary.

**Key Characteristics Include:**

1. **Fuels**: Light to medium surface fuels, including grasses, shrubs, and scattered vegetation (e.g., WNL, USL fuel types).
2. **Flame Length**: Less than 2 feet.
3. **Rate of Spread**: Low, increasing with *slopes* over 20 percent.
4. **Spotting**: Very short-range spotting is possible under windy conditions.
5. **Terrain Influence**: More active fire behavior on moderate *slopes* (20 to 30 percent).
6. **Suppression Difficulty**: Easily suppressed by trained firefighters using basic protective gear and hand tools. Direct attack is effective, and mechanized support is rarely needed.

**303.2.2 Moderate Fire Intensity Classification.** Moderate *Fire Intensity Classification* is identified in areas with moderate to heavy fuel loads, such as dense shrubs, small trees, and accumulated ground fuels. Fires in this class present continuous horizontal and vertical fuel arrangements, allowing flames to reach up to 8 feet in length. Fire behavior is notably influenced by moderate to steep *slopes*, often accelerating the spread. Short-range spotting becomes more common, complicating suppression efforts. Ground crews typically require mechanized support, such as engines and dozers, to establish control lines. Aircraft assistance may be necessary, particularly in inaccessible terrain. There is a significant increase in the potential for property damage and risk to life, especially in *wildland-urban interface* areas.

**Key Characteristics Include:**

1. **Fuels**: Moderate to heavy fuels, including dense shrublands, small trees, timber litter, and canopy fuels (e.g., USH, UIH fuel types).
2. **Flame Length**: Up to 8 feet.
3. **Rate of Spread**: Moderate to high, increasing significantly on *slopes* over 30 percent.
4. **Spotting**: Short-range spotting is common.
5. **Terrain Influence**: Steep *slopes* (30 percent or greater) increase fire spread and intensity.
6. **Suppression Difficulty**: Challenging for ground crews without support from engines, dozers, or aircraft. Dozers and plows are generally effective on moderate terrain.

**303.2.3 High Intensity.** High *Fire Intensity Classification* is identified in areas with heavy, continuous fuel loads, such as dense forest canopies, thick understory growth, and heavy dead/downed material. Fires in this class frequently occur on steep *slopes*, often exceeding 40 percent, where topography dramatically increases the rate of spread and severity. Flame lengths can exceed 30 feet, and both short- and medium-range spotting are common, particularly in windy conditions. Direct suppression by ground crews is typically ineffective, requiring indirect attack strategies, such as backburns and aerial retardant drops. Fires in this class pose extreme risk to life, property, and firefighter safety, especially in rugged or remote areas.

**Key Characteristics Include:**

1. **Fuels**: Heavy fuels, including dense forests, urban core areas with heavy fuel loads, and canopy-dominated regions (e.g., WNH, USH, UCH fuel types).
2. **Flame Length**: Up to 30 feet or more.
3. **Rate of Spread**: Rapid, especially on *slopes* greater than 40 percent.
4. **Spotting**: Short-range spotting is common; medium-range spotting is possible under windy conditions.
5. **Terrain Influence**: *Slopes* over 40 percent amplify intensity and spread, creating dangerous conditions for suppression.
6. **Suppression Difficulty**: Direct attack by ground forces and dozers is generally ineffective. Indirect strategies (backburning, aerial support) are often necessary. These fires present significant danger to life, property, and responder safety.

**303.3 Applicability of Code Provisions.** The requirements of this code shall apply to all parcels located within designated Wildfire Hazard Areas and corresponding *fire intensity classifications* as identified on the official maps. The level of structure hardening, *defensible space*, and other mitigation measures required shall correspond to the applicable *fire intensity classification*—Low, Moderate, or High—as established by the board.

Structures and parcels identified with low *fire intensity classification* shall be constructed and maintained in accordance with the provisions for Class 1 structure hardening and site and area requirements.

Structures and parcels identified with moderate to high *fire intensity classifications* shall be constructed and maintained in accordance with the provisions for Class 2 structure hardening and site and area requirements.

## SECTION 304 GROUND-TRUTHING

**304.1 Purpose.** This section establishes a process for owners or the owners authorized representative to request a ground-truthing review of their property's Wildfire Hazard or *fire*

*intensity classification* as identified on state or locally adopted maps. The intent is to provide an opportunity to verify that mapping accurately reflects current, site-specific conditions.

**304.2 Determination of Fire Intensity Classification and Code Requirements.** As determined by the *code official,* the *fire intensity classification* and associated requirements shall be based on a review of the vegetative fuels on the parcel and within 300' of the parcel boundary, topography, local weather patterns, and fire behavior modeling data and in accordance with the following *fire intensity classifications*:

**304.2.1** Low *Fire Intensity Classification* in accordance with Section 303.2.1

**304.2.2** Moderate *Fire Intensity Classification* in accordance with Section 303.2.2

**304.2.3** High *Fire Intensity Classification* in accordance with Section 303.2.3

This determination shall be made based on existing conditions or conditions that have been established by a development plan approved by the local jurisdiction. Technical documentation shall be submitted in support of such request by a qualified wildfire professional and in accordance with Section 104.2.

# Chapter 4- Structure Hardening

## SECTION 401 GENERAL

**401.1 Scope.** Exterior design and construction of new buildings and structures within the *wildland-urban interface* areas of Colorado shall be constructed in accordance with this chapter.

**Exceptions:**

1. Buildings of an accessory character classified as Group U occupancy (including *agricultural buildings*) of any size located at least 50 feet from a structure containing *occupiable* or *habitable space*.
2. One-story detached accessory, nonhabitable structures, such as tool and storage sheds, playhouses and similar uses, provided that the floor area does not exceed 120 square feet and the structure is located greater than or equal to 10 feet from the nearest adjacent occupiable structure.
3. The reconstruction, replacement, alteration, or repair of the exterior walls of an existing building, when less than 25 percent of the surface area of all exterior walls is affected.
4. The reconstruction, replacement, alteration, or repair of the exterior *roof covering* of an existing building, when less than 25 percent of the surface area of the exterior *roof covering* or an attachment thereto is affected.
5. Alterations or repairs to the exterior of an existing structure, or an attachment to it, when less than twenty-five percent of the exterior of the structure is affected by the alteration or repair.
6. Additions that do not increase the footprint of a structure by more than 500 square feet.

## SECTION 402 BUILDING MATERIAL

**402.1 Building material.** Building materials shall comply with any one of the requirements in Section 402.2 through 402.4.

**402.2 Noncombustible material.** *Noncombustible* material shall comply with the definition of *noncombustible* materials in Section 202.

**402.3 Fire-retardant-treated wood.** *Fire-retardant-treated wood* shall be identified for exterior use and shall meet the requirements of Section 2303.2 of the 2024 *International Building Code*.

**402.4 Ignition-resistant building material.** Material shall be tested on the front and back faces in accordance with the extended ASTM E84 or UL 723 test, for a total test period of 30 minutes, or with the ASTM E2768 test. The materials shall bear identification showing the fire test results. Panel products shall be tested with a ripped or cut longitudinal gap of 1/8 inch. The materials, when tested in accordance with the test procedures set forth in ASTM E84 or UL 723

for a test period of 30 minutes, or with ASTM E2768, shall comply with Sections 402.4.1 through 402.4.3.3. Materials or products which melt, drip or delaminate to the extent that the flame front is interrupted are not permitted.

**Exception:** Materials composed of a combustible core and a noncombustible exterior covering made from either aluminum at a minimum 0.019 inch thickness or corrosion-resistant steel at a minimum 0.0149 inch thickness shall not be required to be tested with a ripped or cut longitudinal gap.

**402.4.1 Flame spread.** The material shall exhibit a *flame spread index* not exceeding 25.

**402.4.2 Flame front.** The material shall exhibit a flame front that does not progress more than 10 feet 6 inches beyond the centerline of the burner at any time during the test.

**402.4.3 Weathering.** *Ignition-resistant building materials* shall maintain their performance in accordance with this section under conditions of use. The materials shall meet the performance requirements for weathering (including exposure to temperature, moisture and ultraviolet radiation) contained in Sections 402.4.3.1 through 402.4.3.3, as applicable to the materials and conditions of use.

**402.4.3.1 Evaluation requirements for weathering.** Fire-retardant-treated wood, wood-plastic composite materials and plastic lumber materials shall be evaluated after weathering in accordance with Method A "Test Method for Accelerated Weathering of Fire-Retardant-Treated Wood for Fire Testing" in ASTM D2898.

**402.4.3.2 Wood-plastic composite materials.** Wood-plastic composite materials shall also demonstrate acceptable fire performance after weathering by the following procedure: first testing in accordance with ASTM E1354 at an incident heat flux of 50 kW/m2 in the horizontal orientation, then weathering in accordance with ASTM D7032 and then retesting in accordance with ASTM E1354 and exhibiting an increase of no more than 10 percent in peak rate of heat release when compared to the peak heat release rate of the nonweathered material.

**402.4.3.3 Plastic lumber materials**. Plastic lumber materials shall also demonstrate acceptable fire performance after weathering by the following procedure: first testing in accordance with ASTM E1354 at an incident heat flux of 50 kW/m2 in the horizontal orientation, then weathering in accordance with ASTM D6662 and then retesting in accordance with ASTM E1354 and exhibiting an increase of no more than 10 percent in peak rate of heat release when compared to the peak heat release rate of the nonweathered material.

## SECTION 403 CLASS 1 STRUCTURE HARDENING

**403.1 General.** Class 1 structure hardening shall be in accordance with Sections 403.2 through 403.4.2 and shall apply to buildings and structures hereafter constructed, modified or relocated into or within areas of the *wildland-urban interface* having a low fire hazard severity.

**403.2 Roofing.** Roofs shall have a *roof covering* or *roof assembly* classified as Class A when tested in accordance with ASTM E108 or UL 790.

**403.2.1 Flame and ember protection of roofs.** For roof assemblies where the roof covering profile creates a space between the roof covering and roof deck, the space shall resist the entry of flames and embers by one or more of the following methods:

1. Firestopping with noncombustible material of the space between the roof covering and the roof deck.
2. Installation of one layer of cap sheet complying with ASTM D3909 over the combustible roof deck.
3. Installation of a listed Class A classified roof assembly.

**403.2.2 Roof valley flashings.** Valley flashings shall be not less than 0.019 inch (No. 26 galvanized sheet gage) corrosion-resistant metal installed over a minimum 36- inch-wide underlayment consisting of one layer of cap sheet complying with ASTM D3909 running the full length of the valley.

**403.3 Gutters and downspouts.** Gutters and downspouts shall be constructed of *noncombustible* material.

**403.4 Ventilation Openings.** Ventilation openings for enclosed attics, enclosed rafter spaces, and underfloor spaces shall be in accordance with Section 403.4.1 or Section 403.4.2 as applicable.

**403.4.1 Performance Requirements.** Ventilation openings shall be fully covered with listed vents, tested in accordance with ASTM E2886, to demonstrate compliance with all the following requirements:

1. There shall be no flaming ignition of the cotton material during the Ember Intrusion Test.
2. There shall be no flaming ignition during the Integrity Test portion of the Flame Intrusion Test.
3. The maximum temperature of the unexposed side of the vent shall not exceed 662°F (350°C).

**403.4.2 Prescriptive Requirements.** Ventilation openings for enclosed attics, enclosed rafter spaces, and underfloor spaces shall be covered with *noncombustible* 404.3corrosion-resistant mesh with openings not to exceed ⅛-inch.

## SECTION 404 CLASS 2 STRUCTURE HARDENING

**404.1 General.** Class 2 structure hardening shall be in accordance with Sections 404.2 through 404.10.1 as well as the provisions of Class 1 structure hardening in Sections 403.2-403.4.2 and shall apply to buildings and structures hereafter constructed, modified or relocated into or within areas of the *wildland-urban interface* having a moderate or high fire hazard severity. See also Sections 101.6-101.7.

**404.2 Protection of eaves.** Eaves and soffits shall be protected on the exposed underside by *noncombustible material, ignition-resistant materials,* or by materials approved for not less than 1-hour *fire-resistance-rated construction*, *⅝-inch Type X drywall,* 2-inch nominal dimension lumber, or 1 inch nominal *fire-retardant-treated wood* or ¾ inch nominal fire-retardant-treated plywood, identified for exterior use and meeting the requirements of Section 2303.2 of the 2024 *International Building Code*. Fascias are required and shall be protected on the backside by *noncombustible material, ignition-resistant materials,* or by materials approved for not less than 1-hour *fire-resistance-rated construction, ⅝-inch Type X drywall,* or 2- inch nominal dimension lumber.

**404.3 Exterior Walls.** Exterior walls of buildings or structures shall be constructed with one of the following methods:

1. Exterior wall assemblies with a minimum of 1-hour fire-resistance rating, rated for exposure on the exterior side.
2. *Approved noncombustible materials.*
3. *Heavy timber* or *log wall construction.*
4. *Noncombustible* materials complying with Section 402.2 on the exterior side.
5. *Fire-retardant treated wood* complying with Section 402.3 on the exterior side. The *fire-retardant-treated wood* shall be labeled for exterior use and meet the requirements of Section 2303.2 of the 2024 *International Building Code*.
6. Ignition-resistant materials complying with Section 402.4 on the exterior side.

Such material shall extend from the top of the foundation to the underside of the eave or the underside of the roof sheathing.

**Exceptions:**

1. Exterior wall *embellishments* and architectural trim (exclusive of trim on exterior windows and doors) not to exceed 5 percent of the square footage of the exterior wall.
2. Roof or wall top cornice projections and similar assemblies.
3. Solid wood rafter tails and solid wood blocking installed between rafters having minimum dimension 2 inch nominal.

**404.3.1 Exterior Wall Coverings.** Exterior wall coverings shall be limited to the following:

1. *Noncombustible* materials.
2. *Fire-retardant-treated wood*.
3. *Ignition-resistant building materials*.

**Exception:** Where options 1 or 2 in section 404.3 are used, vinyl siding may be used as an exterior covering.

**404.3.2 Flashing.** A minimum of 6 inches of metal flashing or *noncombustible* material applied vertically between the wall sheathing and the exterior cladding shall be installed at the ground, decking, and roof intersections.

Combustible sheathing products exposed by the gap created at the base of the exterior walls, posts, or columns must be protected with *noncombustible material* or *ignition-resistant building materials* while still permitting drainage and moisture control from behind exterior cladding.

**404.4 Underfloor enclosure.** Buildings or structures shall have underfloor areas enclosed to the ground or comply with exterior walls in accordance with Section 404.3.

**404.5 Decking.** Unenclosed decks shall have the deck walking surface constructed of one of the following:

1. *Approved noncombustible* materials
2. Class A rated material

   **Exception:** Composite decking material with a minimum of Class B rating
3. *Fire-retardant-treated wood* identified for exterior use and meeting the requirements of Section 2303.2 of the 2024 *International Building Code*
4. *Ignition-resistant building materials* in accordance with Section 402.4.

**404.6 Appendages and Projections.** Appendages and projections shall be constructed in accordance with Section 404.3.

**404.7 Exterior Glazing.** Exterior windows, window walls and glazed doors, windows within exterior doors, and skylights shall be tempered glass, *multilayered glazed panels*, glass block or have a fire protection rating of not less than 20 minutes.

**404.8 Exterior Doors.** Exterior doors shall be *approved noncombustible* construction, solid core wood not less than 1 ¾-inches thick, or have a fire protection rating of not less than 20 minutes. Windows within doors and glazed doors shall be in accordance with Section 404.7.

**Exception:** Vehicle access doors.

**404.9 Vehicle Access Door Perimeter Gap.** Exterior vehicle access doors shall resist the intrusion of embers from entering by preventing gaps between doors and door openings, at the head, sill, and jamb of doors from exceeding ⅛ inch as approved by the AHJ.

Gaps between doors and door openings shall be controlled by one of the following methods:

1. Weather-stripping products made of materials that: (a) have been tested for tensile strength in accordance with ASTM D638 (Standard Test Method for Tensile Properties of Plastics) after exposure to ASTM G155 (Standard Practice for Operating Xenon Arc Light Apparatus for Exposure of Non-Metallic Materials) for a period of 2,000 hours, when the maximum allowable difference in tensile strength values between exposed and

non-exposed samples does not exceed 10 percent; and (b) exhibit a V-2 or better flammability rating when tested to UL 94 (Standards for Tests for Flammability of Plastic Materials for Parts in Devices and Appliances).

2. Door overlaps onto jambs and headers.
3. Garage door jambs and headers covered with metal flashing.

**404.10 Detached Accessory Structures.** Detached *accessory structures* located less than 50 feet from a building containing *habitable* or *occupiable space* shall have exterior walls constructed in accordance with Section 404.3 through 404.3.2.

**404.10.1 Underfloor areas.** Where the detached structure is located and constructed so that the structure or any portion thereof projects over a descending *slope* surface greater than 10 percent, the area below the structure shall have underfloor areas enclosed to within 6 inches of the ground, with exterior wall construction in accordance with Section 404.3 or underfloor protection in accordance with Section 404.4 or with ⅛-inch metal corrosion-resistant screen with a hardened zone within 5 feet.

**Exception:** The enclosure shall not be required where the underside of exposed floors and exposed structural columns, beams and supporting walls are protected as required for exterior 1-hour *fire-resistance-rated construction, heavy timber construction, noncombustible* materials on the exterior side, or *fire-retardant-treated wood* on the exterior side. The *fire-retardant-treated wood* shall be labeled for exterior use and meet the requirements of Section 2303.2 of the 2024 *International Building Code.*

# Chapter 5- Site and Area Requirements

## SECTION 501 GENERAL

**501.1 Scope.** The provisions of this chapter shall apply to parcels subject to this code.

**501.2 Reference.** As needed, the *code official* shall refer to the Home Ignition Zone (HIZ) Guide as developed by the Colorado State Forest Service.

Where conflicts occur between provisions of this code and the HIZ Guide, the provisions of this code shall govern. The provisions of this code, as applicable, shall take precedence over the provisions in the referenced standard.

## SECTION 502 CLASS 1 REQUIREMENTS

### 502.1 Structure Ignition Zone 1 (0-5 feet): Immediate Zone

**502.1.1 Objective.** This zone is designed to reduce or eliminate ember ignition and direct flame contact with the structure, decks, stairs, and attachments.

**502.1.2 Materials.** Use *noncombustible*, hard surface materials in this zone, such as rock, gravel, sand, concrete, bare earth or stone/concrete pavers.

> **Exception:** Ignition-resistant plantings, per an approved list by the AHJ that is not less than that created by the Colorado State Forest Service, are allowed in the Immediate Zone.

**502.1.3 Plantings.** Remove all plantings including shrubs, slash, combustible mulch and other woody debris, with the exception of ignition-resistant vegetation.

**502.1.4 Trees.** There shall be no planting of new trees in the immediate zone. Mature trees of no less than 10-inch diameter at 4.5 feet above ground level may be maintained.

*Tree crowns* extending to within 10 feet of any structure shall be pruned to maintain a minimum clearance of 10 feet.

Prune tree branches to a height of 6-10 feet from the ground or a third of the total height of the tree, whichever is less.

### 502.2 Site Signage

**502.2.1 Marking of roads.** *Approved* signs or other *approved* notices shall be provided and maintained for access roads and driveways to identify such roads and prohibit the obstruction thereof.

**502.2.2 Marking of fire protection equipment.** Fire protection equipment and fire hydrants shall be clearly identified in a manner *approved* by the *code official* to prevent obstruction.

**502.2.3 Address markers.** Buildings shall have a permanently posted address, which shall be placed at each driveway entrance and be visible from both directions of travel along the road. In all cases, the address shall be posted at the beginning of construction and shall be maintained thereafter, and the address shall be visible and legible from the road on which the address is located in a manner *approved* by the *code official*.

### 502.3 Retaining Walls

**502.3.1 Retaining Walls.** Retaining walls shall be constructed with either *noncombustible* or ignition-resistant materials when any of the following conditions exist:

1. The retaining wall is within 8 feet of a structure regulated by this code or up to the property line when the property line is less than 8 feet away from the structure.
2. The retaining wall is integral to the support of a structure regulated by this code.
3. The retaining wall is integral to the egress from a structure regulated by this code to a public way, easement, or private road.

### 502.4 Fencing

**502.4.1 Fencing.** Fencing within 8 feet of a structure regulated by this code or up to the property line when the property line is less than 8 feet away from the structure shall be constructed with *noncombustible* or ignition-resistant materials.

**Exception:** Vinyl fencing. Vinyl fencing may be allowed.

## SECTION 503 CLASS 2 REQUIREMENTS

**503.1 General.** Class 2 site and area requirements shall be in accordance with Sections 503.2 through 503.3.2 and include all requirements of Class 1 in Sections 502.1 through 502.4.

### 503.2 Structure Ignition Zone 2 (5-30 feet) Intermediate Zone

**503.2.1 Objective.** This zone is designed to give an approaching fire less fuel, which will help reduce its intensity as it gets nearer to structures.

**503.2.2 Dead Materials.** Within the *fuel modification* area, hazardous dead plant material must be removed from live vegetation.

**503.2.3 Fuels Accumulation.** Avoid large accumulations of surface fuels such as logs, branches, slash and combustible mulch.

**503.2.4 Trees.** *Tree crowns* extending to within 10 feet of any structure shall be pruned to maintain a minimum clearance of 10 feet.

Prune tree branches to a height of 6-10 feet from the ground or a third of the total height of the tree, whichever is less.

**503.2.4.1 Tree Spacing.** *Tree crowns* within this zone shall be spaced to prevent structure ignition and promote fuel discontinuity to limit fire spread.

**503.2.5 Shrubs.** Shrub groups within this zone shall be spaced to prevent structure ignition. Shrubs shall be at least 10 feet away from the edge of tree branches.

### 503.3 Structure Ignition Zone 3 (30-100 feet) Expanded Zone

**503.3.1 Objective.** This zone focuses on mitigation that keeps fire on the ground.

**503.3.2 Tree Spacing.** *Tree crowns* within this zone shall be spaced at a minimum of 6-10 feet.

–THIS PAGE INTENTIONALLY LEFT BLANK–

# Appendix A: PERMITS

**A101.1 General.** Where not otherwise provided in the requirements of the *International Building Code* or *International Fire Code*, permits are required in accordance with Sections A101.2 through A101.9.

**A101.2 Permits required.** Unless otherwise exempted, buildings or structures regulated by this code shall not be erected, constructed, altered, repaired, moved, converted, changed, or changed in use or occupancy unless a separate permit for each building or structure has first been obtained from the *code official*.

For buildings or structures erected for temporary uses, see Section 105.

**A101.3 Permit application.** To obtain a permit, the applicant shall first file an application therefor in writing on a form furnished by the code enforcement agency for that purpose. Every such application shall:

1. Identify and describe the work, activity, operation, practice or function to be covered by the permit for which application is made.
2. Describe the land on which the proposed work, activity, operation, practice or function is to be done by legal description, street address or similar description that will readily identify and definitely locate the proposed building, work, activity, operation, practice or function.
3. Indicate the use or occupancy for which the proposed work, activity, operation, practice or function is intended.
4. Be accompanied by plans, diagrams, computation and specifications and other data as required in Appendix B.
5. State the valuation of any new building or structure or any addition, remodeling or alteration to an existing building.
6. Be signed by the applicant or the applicant's authorized agent.
7. Give such other data and information as required by the *code official*.

**A101.3.1 Preliminary inspection.** Before a permit is issued, the *code official* is authorized to inspect and approve the systems, equipment, buildings, devices, premises and spaces or areas to be used.

**A101.3.2 Time limitation of application.** An application for a permit for any proposed work shall be deemed to have been abandoned 180 days after the date of filing, unless such application has been pursued in good faith or a permit has been issued; except that the *code official* is authorized to grant one or more extensions of time for additional periods not exceeding 180 days each. The extension shall be requested in writing and justifiable cause demonstrated.

**A101.4 Permit approval.** Before a permit is issued, the *code official*, or an authorized representative, shall review and approve permitted uses, occupancies or structures. Where laws or regulations are enforceable by other agencies or departments, a joint approval shall be obtained from agencies or departments concerned.

**A101.5 Permit issuance.** The application, plans, specifications and other data filed by an applicant for a permit shall be reviewed by the *code official*. If the *code official* finds that the work described in an application for a permit and the plan, specifications and other data filed therewith conform to the requirements of this code, the *code official* is allowed to issue a permit to the applicant.

When the *code official* issues the permit, the *code official* shall endorse in writing or stamp the plans and specifications APPROVED. Such *approved* plans and specifications shall not be changed, modified or altered without authorization from the *code official*, and work regulated by this code shall be done in accordance with the *approved* plans.

**A101.5.1 Refusal to issue a permit.** Where the application or construction documents do not conform to the requirements of pertinent laws, the *code official* shall reject such application in writing, stating the reasons therefor.

**A101.6 Validity of permit.** The issuance or granting of a permit or approval of plans, specifications and computations shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of this code or of any other ordinance of the jurisdiction. Permits presuming to give authority to violate or conceal the provisions of this code or other ordinances of the jurisdiction shall not be valid.

**A101.7 Expiration.** Every permit issued by the *code official* under the provisions of this code shall expire by limitation and become null and void if the building, use or work authorized by such permit is not commenced within 180 days from the date of such permit,or if the building, use or work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of 180 days.

Any permittee holding an unexpired permit is allowed to apply for an extension of the time within which work is allowed to commence under that permit where the permittee is unable to commence work within the time required by this section for good and satisfactory reasons. The *code official* is authorized to extend the time for action by the permittee for a period not exceeding 180 days on written request by the permittee showing that circumstances beyond the control of the permittee have prevented action from being taken. Permits shall not be extended more than once.

**A101.8 Retention of permits.** Permits shall at all times be kept on the premises designated therein and shall at all times be subject to inspection by the *code official* or other authorized representative.

**A101.9 Revocation of permits.** Permits issued under this code can be suspended or revoked where it is determined by the *code official* that:

1. It is used by a person other than the person to whom the permit was issued.
2. It is used for a location other than that for which the permit was issued.
3. Any of the conditions or limitations set forth in the permit have been violated.
4. The permittee fails, refuses or neglects to comply with any order or notice duly served on him or her under the provisions of this code within the time provided therein.
5. There has been any false statement or misrepresentation as to material fact in the application or plans on which the permit or application was made.
6. The permit is issued in error or in violation of any other ordinance, regulations or provisions of this code.

The *code official* is allowed to, in writing, suspend or revoke a permit issued under the provisions of this code whenever the permit is issued in error or on the basis of incorrect information supplied, or in violation of any ordinance or regulation or any of the provisions of this code.

# Appendix B: CONSTRUCTION DOCUMENTS

**B101.1 General.** Plans, engineering calculations, diagrams and other data shall be submitted in the format as required by the jurisdiction. The construction documents shall be prepared and submitted where required by the statutes of the jurisdiction in which the project is to be constructed. Where special conditions exist, the *code official* is authorized to require additional documentation.

> **Exception:** Submission of plans, calculations, construction inspection requirements and other data, if it is found that the nature of the work applied for is such that reviewing of plans is not necessary to obtain compliance with this code.

**B101.2 Information on plans and specifications.** Plans and specifications shall be drawn to scale on substantial paper or cloth and shall be of sufficient clarity to indicate the location, nature and extent of the work proposed, and show in detail that it will conform to the provisions of this code and relevant laws, ordinances, rules and regulations.

**B101.3 Site plan.** In addition to the requirements for plans in the *International Building Code*, site plans shall include topography, landscape and vegetation details and locations of structures or building envelopes. The *code official* is authorized to waive or modify the requirement for a site plan where the application for permit is for alteration or repair or where otherwise warranted. Identify the *fire intensity classification*.

> **B101.3.1 Defensible Space Site Plans.** Defensible space site plans shall be prepared and submitted to the *code official* for review and approval as part of the site plans required for a permit. The *code official* is authorized to waive or modify the requirement for a defensible space site plan where the application for permit is for alteration or repair or where otherwise warranted.

**B101.5 Other data and substantiation.** Where required by the *code official*, the plans and specifications shall include classification of fuel loading, fuel model light, medium or heavy, and substantiating data to verify classification of fire-resistive vegetation.

**B101.6 Retention of plans.** One set of *approved* plans, specifications and computations shall be retained by the *code official* for a period of not less than 180 days from date of completion of the permitted work or as required by state or local laws.

**B101.7 Examination of documents.** The *code official* shall examine or cause to be examined the accompanying construction documents and shall ascertain by such examinations whether the construction indicated and described is in accordance with the requirements of this code and other pertinent laws or ordinances.

**B101.8 Amended construction documents.** Work shall be installed in accordance with the *approved* construction documents, and changes made during construction that are not in

compliance with the *approved* documents shall be resubmitted for approval as an amended set of construction documents.

**B101.9 Previous approvals.** This code shall not require changes in the construction documents, construction or designated occupancy of a structure for which a lawful permit has been heretofore issued or otherwise lawfully authorized, and the construction of which has been pursued in good faith within 180 days after the effective date of this code and has not been abandoned.

**B101.10 Phased approval.** The *code official* is authorized to issue a permit for the construction of foundations or any other part of a building or structure before the construction documents for the whole building or structure have been submitted, provided that adequate information and detailed statements have been filed complying with pertinent requirements of this code. The holder of such permit for the foundation or other parts of a building or structure shall proceed at the holder's own risk with the building operation and without assurance that a permit for the entire structure will be granted.

# Appendix C: INSPECTION AND ENFORCEMENT

**C101.1 Inspection.** Inspections shall be in accordance with Sections C101.1.1 through C101.1.4.3.

**C101.1.1 General.** Construction or work for which a permit is required by this code shall be subject to inspection by the *code official* and such construction or work shall remain visible and able to be accessed for inspection purposes until *approved* by the *code official*.

It shall be the duty of the permit applicant to cause the work to remain visible and able to be accessed for inspection purposes. Neither the *code official* nor the jurisdiction shall be liable for expense entailed in the removal or replacement of any material required to allow inspection.

Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction. Inspections presuming to give authority to violate or cancel the provisions of this code or of other ordinances of the jurisdiction shall not be valid.

Where required by the *code official*, a survey of the lot shall be provided to verify that the mitigation features are provided and the building or structure is located in accordance with the *approved* plans.

**C101.1.2 Authority to inspect.** The *code official* shall inspect, as often as necessary, buildings and premises, including such other hazards or appliances designated by the *code official* for the purpose of ascertaining and causing to be corrected any conditions that could reasonably be expected to cause fire or contribute to its spread, or any violation of the purpose of this code and of any other law or standard affecting fire safety.

**C101.1.2.1 Approved inspection agencies.** The *code official* is authorized to accept reports of approved inspection agencies, provided that such agencies satisfy the requirements as to qualifications and reliability.

**C101.1.2.2 Inspection requests.** It shall be the duty of the holder of the permit or their duly authorized agent to notify the *code official* when work is ready for inspection. It shall be the duty of the permit holder to provide access to and means for inspections of such work that are required by this code.

**C101.1.2.3 Approval required.** Work shall not be done beyond the point indicated in each successive inspection without first obtaining the approval of the *code official*. The *code official*, upon notification, shall make the requested inspections and shall either indicate the portion of the construction that is satisfactory as completed, or notify the permit holder or his or her agent wherein the same fails to comply with this

code. Any portions that do not comply shall be corrected and such portion shall not be covered or concealed until authorized by the *code official*.

**C101.1.3 Reinspections.** To determine compliance with this code, the *code official* can cause a structure to be reinspected. A fee can be assessed for each inspection or reinspection where work for which inspection is called is not complete or where corrections called for are not made.

Reinspection fees can be assessed where the *approved* plans are not readily available to the inspector, for failure to provide access on the date for which inspection is requested or for deviating from plans requiring the approval of the *code official*.

To obtain a reinspection, the applicant shall pay the reinspection fee as set forth in the fee schedule adopted by the jurisdiction. Where reinspection fees have been assessed, additional inspection of the work will not be performed until the required fees have been paid.

**C101.1.4 Testing.** Installations shall be tested as required in this code and in accordance with Sections C101.1.4.1 through C101.1.4.3. Tests shall be made by the permit holder or authorized agent and observed by the *code official*.

**C101.1.4.1 New, altered, extended or repaired installations.** New installations and parts of existing installations that have been altered, extended, renovated or repaired, shall be tested as prescribed herein to disclose defects.

**C101.1.4.2 Apparatus, instruments, material and labor for tests.** Apparatus, instruments, material and labor required for testing an installation or part thereof shall be furnished by the permit holder or authorized agent.

**C101.1.4.3 Reinspection and testing.** Where any work or installation does not pass an initial test or inspection, the necessary corrections shall be made so as to achieve compliance with this code. The work or installation shall then be resubmitted to the *code official* for inspection and testing.

**C101.2 Enforcement.** Enforcement shall be in accordance with Sections C101.2.1 and C101.2.2.

**C101.2.1 Authorization to issue corrective orders and notices.** Where the *code official* finds any building or premises that are in violation of this code, the *code official* is authorized to issue corrective orders and notices.

**C101.2.2 Service of orders and notices.** Orders and notices authorized or required by this code shall be given or served on the owner, the owner's authorized agent, operator, occupant or other person responsible for the condition or violation either by verbal notification, personal service, or delivering the same to, and leaving it with, a person of suitable age and discretion on the premises; or, if such person is not found on the premises, by affixing a copy thereof in a conspicuous place on the door to the entrance of

said premises and by mailing a copy thereof to such person by registered or certified mail to the person's last known address.

Orders or notices that are given verbally shall be confirmed by service in writing as herein provided.

**C101.3 Compliance with orders and notices.** Compliance with orders and notices shall be in accordance with Sections C101.3.1 through C101.3.8.

**C101.3.1 General compliance.** Orders and notices issued or served as provided by this code shall be complied with by the owner, the owner's authorized agent, operator, occupant or other person responsible for the condition or violation to which the corrective order or notice pertains.

If the building or premises is not occupied, then such corrective orders or notices shall be complied with by the owner or the owner's authorized agent.

**C101.3.2 Compliance with tags.** building or premises shall not be used when in violation of this code as noted on a tag affixed in accordance with Section C101.3.1.

**C101.3.3 Removal and destruction of signs and tags.** A sign or tag posted or affixed by the *code official* shall not be mutilated, destroyed or removed without authorization by the *code official*.

**C101.3.4 Citations.** Persons operating or maintaining an occupancy or premises subject to this code who allow a hazard to exist or fail to take immediate action to abate a hazard on such occupancy, premises or vehicle when ordered or notified to do so by the *code official* shall be guilty of a Class 2 Municipal Offense.

**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.

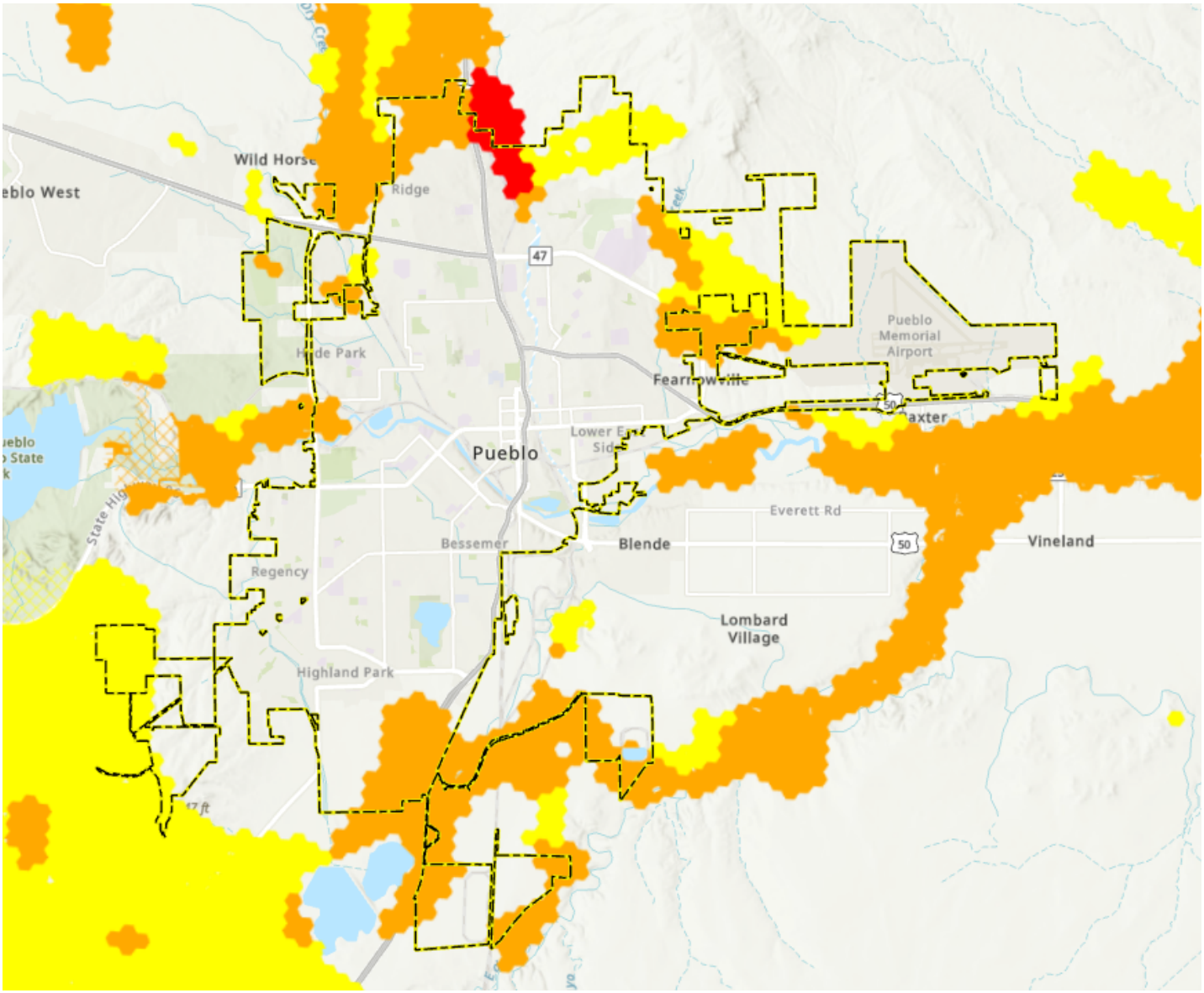
**C101.3.5.6 Evacuation.** The *code official* shall be authorized to order the immediate evacuation of any occupied building, structure or premises deemed unsafe where such hazardous conditions exist that present imminent danger to the occupants. Persons so notified shall immediately leave the structure 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.


Wild Horse
Ridge
47
Pueblo Memorial Airport
Pueblo
Everett Rd
50
Vineland
Bessemer
Blende
Regency
Lombard Village
Highland Park

**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** April 13, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Laura Portis, Assistant City Attorney

SUBJECT: AN ORDINANCE AMENDING SECTION 15-1-10 OF THE PUEBLO MUNICIPAL CODE RELATING TO MOTORIZED VEHICLES UPON BIKEPATHS

## SUMMARY:

Attached for consideration is an ordinance amending Pueblo Municipal Code Section 15-1-10 – "Motorized vehicles in certain areas" to resolve an ambiguity referencing "the Director."

## PREVIOUS COUNCIL ACTION:

On August 24, 2022 City Council passed Ordinance 10257, updating Section 11-1-10 to set forth permissible and impermissible vehicle use upon City recreation paths.

## BACKGROUND:

Section 15-1-10(b) provides that "it shall be unlawful for any motorized vehicle to be driven or operated in any City-owned park or recreation area or upon any area designated or posted as part of river trail or bike path system within the City unless the operator has first obtained a permit for operation from the Director." This Ordinance would clarify that "Director" refers to the "Director of Parks and Recreation."

Section 15-1-10(f) provides that "it shall be unlawful for any Class 3 electrical assisted bicycle, as defined by the 2020 Model Traffic Code incorporated by City Code Section 15-1-1, to be driven or operated in any City-owned park or recreation area or upon any area designated or posted as part of river trail or bike path system within the City unless the operator has first obtained a permit for operation from the Director." This Ordinance would clarify that "Director" refers to the "Director of Parks and Recreation."

## FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

**BOARD/COMMISSION RECOMMENDATION:**

Not Applicable.

**STAKEHOLDER PROCESS:**

Not Applicable.

**ALTERNATIVES:**

City Council may request that staff draft an alternate amendment to this Section which would grant permit-issuing authority to a Director other than the Director of Parks and Recreation.

**RECOMMENDATION:**

Staff recommends that a Director be designated in this section to resolve the ambiguity.

**ATTACHMENTS:**

None

ORDINANCE NO.

AN ORDINANCE AMENDING SECTION 15-1-10 OF THE PUEBLO MUNICIPAL CODE RELATING TO MOTORIZED VEHICLES UPON BIKEPATHS

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

SECTION 1.

Section 15-1-10 – "Motorized vehicles in certain areas" of the Pueblo Municipal Code is hereby amended to read as follow:

**Sec. 15-1-10. - Motorized vehicles in certain areas.**

. . .

(b) Except as otherwise provided in Subsection (c) of this Section, it shall be unlawful for any motorized vehicle to be driven or operated in any City-owned park or recreation area or upon any area designated or posted as part of river trail or bike path system within the City unless the operator has first obtained a permit for operation from the Director **of Parks and Recreation**.

. . .

(f) It shall be unlawful for any Class 3 electrical assisted bicycle, as defined by the 2020 Model Traffic Code incorporated by City Code Section 15-1-1, to be driven or operated in any City-owned park or recreation area or upon any area designated or posted as part of river trail or bike path system within the City unless the operator has first obtained a permit for operation from the Director **of Parks and Recreation**.

. . .

SECTION 2.

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

SECTION 3.

This Ordinance shall become effective immediately after final action by the Mayor.

**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:** April 13, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Barb Huber, Fire Chief

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

## SUMMARY:

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

## PREVIOUS COUNCIL ACTION:

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

## BACKGROUND:

This staffing change proposes to eliminate three vacant Emergency Medical Officer positions (1 per shift x 3 shifts) and convert them to Fire Engineer positions.

## FINANCIAL IMPLICATIONS:

This change would also provide a cost savings to the City in the amount of approximately $____7075_____ in 2026.

-

-

| - | MONTHLY SALARY | SALARY RELATED COSTS 21.17% ** | TOTAL MONTHLY COST |
|---|---|---|---|
| **EMERG MED OFFICER** | $8,920.90 | 1,888.55 | 10,809.45 |

| | | | | |
|---|---|---|---|---|
| **FIRE ENGINEER** | $8,677.60 | 1,837.05 | 10,514.65 | |
| | | Difference | 294.80 | |
| | | | X 3 | positions |
| | Total Monthly Savings | | 884.44 | |
| | | | __ X ___8_ | months |
| | **TOTAL 2026 Savings** | | **7075.52** | |

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

**BOARD/COMMISSION RECOMMENDATION:**

Not Applicable.

**STAKEHOLDER PROCESS:**

None.

**ALTERNATIVES:**

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

**RECOMMENDATION:**

Approval of the Ordinance.

**ATTACHMENTS:**

None

ORDINANCE NO.

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

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

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

SECTION 1.

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

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

SECTION 2.

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

SECTION 3.

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

**Action by City Council:**

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

**Action by the Mayor:**

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____
_____
_____
_____

_____
Mayor

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

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** April 13, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: AN ORDINANCE APPROVING AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION ("CITY"), AND THE FEDERAL HIGHWAY ADMINISTRATION, AWARD NUMBER: 693JJ32340380 FOR THE SAFE STREETS FOR ALL PROJECT, DECREASING THE FEDERAL FUNDING FROM $681,600 TO $428,615.01 AND AUTHORIZING THE MAYOR TO EXECUTE SAME

## SUMMARY:

This Ordinance approves an Amendment of an Intergovernmental Agreement (“IGA”) between the City of Pueblo, a Colorado Municipal Corporation (“City”) and the Federal Highway Administration, Award Number: 693JJ32340380 for the Safe Streets for All Project by reducing the funding from $681,600.00 to $428,615.01.

## PREVIOUS COUNCIL ACTION:

Ordinance 10499, approved on June 26, 2023, established Project Account PL2305, for Safe Streets & Roads for All - SS4A, approved an IGA with Federal Highway Administration (FHWA) in the amount of $681,600.00, transferred $170,400.00 from Project Account CI2204 to Project Account PL2305, and budgeted and appropriated $852,000.00 for the project.

Resolution 15652, dated June 10, 2024, awarded an agreement for professional consulting services in the amount of $155,000.00 to Street Simplified, LLC, to render professional traffic engineering, data collection, analysis, reporting, support and related services. Resolution 15806, dated November 11, 2024, awarded an agreement for professional consulting services in the amount of $400,000.00 to DiExSys, LLC, for the Pueblo Area Comprehensive Safety Action Plan.

Resolution 16172, dated November 10, 2025, adopted the Pueblo Area Comprehensive Study Action Plan (SCAP).

**BACKGROUND:**

The City was awarded a Safe Streets for All (SS4A) Planning Grant to hire consultants to create an evidence-based Action Plan that will facilitate life-saving safety improvements that significantly reduce or eliminate roadway fatalities and serious injuries.

The Comprehensive Safety Action Plan was developed through interaction between multiple community stakeholder groups to identify projects and programs that will help contribute to improving the safety of pedestrians, bicyclists and vehicles. The first portion of the work to be completed through the Planning Grant was to analyze traffic safety at fifteen key intersections in the PACOG MPO area with the highest number of crashes. Street Simplified, LLC, completed a full analysis of these intersections, looking at turning movements, speed analytics, crosswalk usage and analysis, cyclist turning movements, near miss analysis, speeding analysis, red light running, and intersection blocking. DiExSys, LLC, then utilized that information, along with data they collected and analyzed across the City's other intersections and certain high-traffic corridors to create the Pueblo Area Comprehensive Safety Study Action Plan.

The City has completed the obligation to the grant agreement. The Amendment is formalizing the closeout of this grant agreement and to de-obligation federal funding in the amount of $252,984.99.

**FINANCIAL IMPLICATIONS:**

The City has expended $535,768.76 of the grant funds including $107,153.75 of local match. The remaining $252,984.99 of the federal funds will be de-obligated.

**BOARD/COMMISSION RECOMMENDATION:**

None.

**STAKEHOLDER PROCESS:**

None.

**ALTERNATIVES:**

Denial of this Ordinance would deny returning the remaining funds to the Federal Highway Administration.

**RECOMMENDATION:**

Approve the Ordinance.

**ATTACHMENTS:**

1. 693JJ32340380_Pueblo_Closeout GA Amendment
2. SS4A FY22 Grant Agreement - Final Executed
3. GRANT CERTIFICATION

ORDINANCE NO.

AN ORDINANCE APPROVING AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION ("CITY"), AND THE FEDERAL HIGHWAY ADMINISTRATION, AWARD NUMBER: 693JJ32340380 FOR THE SAFE STREETS FOR ALL PROJECT, DECREASING THE FEDERAL FUNDING FROM $681,600 TO $428,615.01 AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

An Amendment to the Intergovernmental Agreement ("IGA") between the City of Pueblo, a Colorado Municipal Corporation, and Federal Highway Administration, Award Number: 693JJ32340380 for the Safe Streets for All 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 Amendment in the name of the City of Pueblo and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 3.

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

SECTION 4.

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

**Action by City Council:**

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

**Action by the Mayor:**

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____
Mayor

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

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

# AMENDMENT TO THE GRANT AGREEMENT

**1. Federal Award No.**
693JJ32340380

Amendment No. 0001

**2. Effective Date**
See No. 16 Below

**3. Assistance Listings No.**
20.939

**4. Award To**
City of Pueblo
1 CITY HALL PL
PUEBLO CO 810034201

Unique Entity Id.: NJK3BNUDRHJ7

**5. Sponsoring Office**
U.S. Department of Transportation
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue, SE
HSSA-1, Mail Drop E71-117
Washington, DC 20590

**6. Period of Performance**
07/20/2023 - 08/19/2025

**7. Total Amount**

| | |
|---|---|
| Federal Share: | $ 428,615.01 |
| Recipient Share: | $ 107,153.75 |
| Other Federal Funds: | $0 |
| Other Funds: | $0 |
| Total: | $ 535,768.76 |

**8. Type of Agreement**
Grant

**9. Authority**
Section 24112 of the Infrastructure Investment and Jobs Act (Pub. L. 117–58, November 15, 2021)

**10. Procurement Request No.**
HSA260123CL

**11. Federal Funds Obligated**
$428,615.01

**12. Submit Payment Requests To**
See Article 5.

**13. Accounting and Appropriations Data**
15X0173E50.0000.055SR10500.5592000000.41010.61006600, -$252,984.99

**14. Description of the Amendment:**

The purpose of this amendment is to close out the Grant Agreement, and to de-obligate funding in the amount of $252,984.99. As a result of this amendment, the total value of this agreement is revised to reflect the amount in item No. 7 above.

The Recipient hereby provides a Release of Claims and agrees to release and discharge the Government from any and all further obligations under this Grant Agreement. The Recipient and the Government represent and warrant that the Recipient has completed all performance obligations required under this grant: including, but not limited to providing the Government with all required deliverables, reports, and/or any other information that may have been required. The Recipient acknowledges and agrees that it has received Federal funds in the amount of $428,615.01 for completing this Grant. This Amendment constitutes the entire agreement between the parties with respect to the closeout of this Grant Agreement. The Grant Agreement is now closed.

**RECIPIENT**

**15. Signature of Person Authorized to Sign**

_____

Signature Date

Name:

Title:

**FEDERAL HIGHWAY ADMINISTRATION**

**16. Signature of Agreement Officer**

_____

Signature Date

Name: Hector R. Santamaria

Title: Agreement Officer

# GRANT CERTIFICATION

To: Heather Graham, President of the City Council
Nicholas Gradisar, Mayor

Re: Safe Streets 4 All – SS4A Planning Grant

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

Name (print) Kelly Grisham

06/13/2023
Date

Title: PW Project Coordinator

1. **Award No.**
693JJ32340380

2. **Effective Date**
See No. 17 Below

3. **Assistance Listings No.**
20.939

4. **Award To**
City of Pueblo
1 City Hall Place
Pueblo, CO 81003

Unique Entity Id.: NJK3BNUDRHJ7
EIN No.: 84-6000615

5. **Sponsoring Office**
U.S. Department of Transportation
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue, SE
HSSA-1, Mail Drop E71-117
Washington, DC 20590

6. **Period of Performance**
Effective Date of Award –
25 months

7. **Total Amount**

| | |
|---|---|
| Federal Share: | $681,600.00 |
| Recipient Share: | $170,400.00 |
| Other Federal Funds: | $0 |
| Other Funds: | $0 |
| Total: | $852,000.00 |

8. **Type of Agreement**
Action Plan Grant

9. **Authority**
Section 24112 of the Infrastructure Investment and Jobs Act (Pub. L. 117–58, November 15, 2021; also referred to as the "Bipartisan Infrastructure Law" or "BIL")

10. **Procurement Request No.**
HSSP230479PR

11. **Federal Funds Obligated**
$681,600.00

12. **Submit Payment Requests To**
See article 20.

13. **Payment Office**
See article 20.

14. **Accounting and Appropriations Data**
15X0173E50.0000.055SR10500.5592000000.41010.610066

15. **Description of Project**
The City will hire a consultant or consultants to create an evidence-based Action Plan that will facilitate life-saving redesigns that significantly reduce or eliminate roadway fatalities and serious injuries. The Comprehensive safety plan will be developed through interaction between multiple community stakeholder groups to identify projects and programs that will help contribute to improving the safety of pedestrians, bicyclists and vehicles.

**RECIPIENT**

16. **Signature of Person Authorized to Sign**

Nicholas Gradisar 7-12-23

Signature Date
Name: Nicholas A. Gradisar
Title: Mayor

**FEDERAL HIGHWAY ADMINISTRATION**

17. **Signature of Agreement Officer**

CAROLYN MARIE LETHERT Digitally signed by CAROLYN MARIE LETHERT
Date: 2023.07.20 12:29:02 -04'00'

Signature Date
Name: Carolyn Lethert
Title: Agreement Officer

**U.S. DEPARTMENT OF TRANSPORTATION**

**GRANT AGREEMENT UNDER THE**
**FISCAL YEAR 2022 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM**

This agreement is between the Federal Highway Administration (the "FHWA") and the City of Pueblo (the "**Recipient**").

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All ("SS4A") Grant for the SS4A Planning Grant.

The parties therefore agree to the following:

## ARTICLE 1
## GENERAL TERMS AND CONDITIONS

### 1.1 General Terms and Conditions.

(a) In this agreement, "**General Terms and Conditions**" means the content of the document titled "General Terms and Conditions Under the Fiscal Year 2022 Safe Streets and Roads for All Grant Program," dated February 8, 2023, which is available at https://www.transportation.gov/grants/ss4a/grant-agreements. Articles 7–30 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.

(b) The Recipient states that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (BIL, div. G §§ 70901-27).

(c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient's non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

## ARTICLE 2
## APPLICATION, PROJECT, AND AWARD

**2.1 Application.**

Application Title: SS4A Planning Grant

Application Date: August 26, 2022

**2.2 Award Amount.**

SS4A Grant Amount: $681,600

**2.3 Award Dates.**

Period of Performance End Date: See Section 6 on Page 1

**2.4 Budget Period**

Budget Period End Date: See Section 6 on Page 1

**2.5 Action Plan Grant or Implementation Grant Designation.**

Designation: Action Plan

**2.6 Federal Award Identification Number.** The Federal Award Identification Number is listed on page 1, line 1.

## ARTICLE 3
## SUMMARY PROJECT INFORMATION

**3.1 Summary of Project's Statement of Work.**

The goal of the Action Plan is to establish an evidence-based comprehensive plan that will identify roadway safety infrastructure projects and programs enabling the City to compete for surface road, bridge, and other infrastructure grants. The Action Plan will be used in concert with a study of local public transportation serving areas of persistent poverty, recently funded by FTA 20.505.

### 3.2 Project's Estimated Schedule.

**ACTION PLAN SCHEDULE**

| Milestone | Schedule Date |
|---|---|
| Planned Draft Action Plan Completion Date: | December 31, 2024 |
| Planned Action Plan Completion Date: | March 31, 2025 |
| Planned Action Plan Adoption Date: | June 27, 2025 |
| Planned SS4A Final Report Date: | June 30, 2025 |

### 3.3 Project's Estimated Costs.

(a) Eligible Project Costs

| Eligible Project Costs | |
|---|---|
| SS4A Grant Amount: | $681,600 |
| Other Federal Funds: | $0 |
| State Funds: | $0 |
| Local Funds: | $170,400 |
| In-Kind Match: | $0 |
| Other Funds: | $0 |
| Total Eligible Project Cost: | $852,000 |

(b) Supplemental Estimated Budget

| Cost Element | Federal Share | Non-Federal Share | Total Budget Amount |
|---|---|---|---|
| Direct Labor | $0.00 | $0.00 | $0.00 |
| Fringe Benefits | $0.00 | $0.00 | $0.00 |
| Travel | $0.00 | $0.00 | $0.00 |
| Equipment | $0.00 | $0.00 | $0.00 |
| Supplies | $0.00 | $0.00 | $0.00 |
| Contractual/Consultant | $681,600 | $170,400 | $852,000 |
| Other | $0.00 | $0.00 | $0.00 |
| Indirect Costs | $0.00 | $0.00 | $0.00 |
| **Total Budget** | **$0.00** | **$0.00** | **$852,000** |

## ARTICLE 4

## RECIPIENT INFORMATION

### 4.1 Recipient's Unique Entity Identifier.

NJK3BNUDRHJ7

### 4.2 Recipient Contact(s).

Andrew Hayes
Public Works Department Director
City of Pueblo
211 East D Street Pueblo, CO 81003
719-553-2295
ahayes@pueblo.us

Kelly Grisham
Public Works Project Coordinator
City of Pueblo
211 East D Street Pueblo, CO 81003
719-553-2254
kgrisham@pueblo.us

### 4.3 Recipient Key Personnel.

| Name | Title or Position |
|---|---|
| **Andrew Hayes** | **Public Works Department Director** |
| **Charles Roy** | **Public Works Department Deputy Director** |
| **Kelly Grisham** | **Public Works Department Project Coordinator** |
| **Eva Cosyleon** | **MPO Manager** |

### 4.4 USDOT Project Contact(s).

Stephen Parker
Safe Streets and Roads for All Program Manager
Federal Highway Administration
Office of Safety
(202) 366-4668
stephen.parker@dot.gov

and

Ashley Cucchiarelli
Agreement Officer (AO)
Federal Highway Administration
Office of Acquisition and Grants Management
12300 West Dakota Avenue Suite 390
Lakewood, CO 80228
(720)963-3589
Ashley.cucchiarelli@dot.gov

and

TBD
Agreement Specialist (AS)

and

Division Administrator
Agreement Officer's Representative (AOR)
Colorado Division
12300 W. Dakota Avenue, Suite 180
Lakewood, CO 80228
Colorado.fhwa@dot.gov

and

Ajin Hu
Colorado Division Office Point of Contact
Grants Program Manager
12300 W. Dakota Avenue, Suite 180
Lakewood, CO 80228
720-963-3071
ajin.hu@dot.gov

William Haas
Program Development Team Leader
FHWA Colorado Division
12300 W. Dakota Avenue, Suite 180
Lakewood, CO 80228
720-963-3016
william.haas@dot.gov

## ARTICLE 5
## USDOT ADMINISTRATIVE INFORMATION

### 5.1 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition and Grants Management

SUBAWARDS AND CONTRACTS APPROVAL

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the AO are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327.

Note: This clause is only applicable to Action Plan Grants.

Unless described in the application and funded in the approved award, the Recipient must obtain prior written approval from the AO for the subaward, transfer, or contracting out of any work under this award above the Simplified Acquisition Threshold. This provision does not apply to the acquisition of supplies, material, equipment, or general support services. Approval of each subaward or contract is contingent upon the Recipient's submittal of a written fair and reasonable price determination, and approval by the AO for each proposed contractor/sub-recipient. Consent to enter into subawards or contracts will be issued through written notification from the AO or a formal amendment to the Agreement.

The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

(Fill in at award or by amendment)

### 5.2 Reimbursement Requests

(a) The Recipient may request reimbursement of costs incurred in the performance of this agreement if those costs do not exceed the funds available under section 2.2 and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.

(b) The Recipient shall use the DELPHI eInvoicing System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF 271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.

(c) The Recipient's supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient's share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the AO may withhold processing that request until the Recipient provides sufficient detail.

(d) The USDOT shall not reimburse costs unless the Agreement Officer's Representative (the "**AOR**") reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.

(e) The USDOT may waive the requirement that the Recipient use the DELPHI eInvoicing System. The Recipient may obtain waiver request forms on the DELPHI eInvoicing website (http://www.dot.gov/cfo/delphi-einvoicing-system.html) or by contacting the AO. A Recipient who seeks a waiver shall explain why they are unable to use or access the Internet to register and enter payment requests and send a waiver request to

Director of the Office of Financial Management
US Department of Transportation,
Office of Financial Management B-30, Room W93-431
1200 New Jersey Avenue SE
Washington DC 20590-0001

or

DOTElectronicInvoicing@dot.gov.

If the USDOT grants the Recipient a waiver, the Recipient shall submit SF 271s directly to:

DOT/FAA
P.O. Box 268865
Oklahoma City, OK 73125-8865
Attn: Agreement Specialist

(f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

## ARTICLE 6
## SPECIAL GRANT TERMS

**6.1** SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and Section 2.4 in Article 2.

**6.2** The Recipient acknowledges that the Action Plan will be made publicly available, and the Recipient agrees that it will publish the final Action Plan on a publicly available website.

**6.3** The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.

**6.4** There are no other special grant requirements for this award.

## ATTACHMENT A
## PERFORMANCE MEASUREMENT INFORMATION

**Study Area:** Pueblo County

**Baseline Measurement Date:** April 30, 2025

**Baseline Report Date:** June 30, 2025

**Table 1: Performance Measure Table**

| Measure | Category and Description | Measurement Frequency |
|---|---|---|
| Equity | Percent of Funds to Underserved Communities: Funding amount (of total project amount) benefitting underserved communities, as defined by USDOT | End of period of performance |
| Costs | Project Costs: Quantification of the cost of each eligible project carried out using the grant | End of period of performance |
| Lessons Learned and Recommendations | Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects of strategies to prevent death and serious injury on roads and streets. | End of period of performance |

## ATTACHMENT B
## CHANGES FROM APPLICATION

**INSTRUCTIONS FOR COMPLETING ATTACHMENT B:** Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, and budget described in Article 3. The purpose of this attachment B is to document the differences clearly and accurately in scope, schedule, and budget to establish the parties' knowledge and acceptance of those differences. See section 10.1.

**Scope**: Not Applicable

**Schedule**: Not Applicable

**Budget**: Not Applicable

The table below provides a summary comparison of the project budget.

| Fund Source | Application | | Section 3.3 | |
|---|---|---|---|---|
| | $ | % | $ | % |
| **Previously Incurred Costs (Non-Eligible Project Costs)** | | | | |
| Federal Funds | | | | |
| Non-Federal Funds | | | | |
| Total Previously Incurred Costs | | | | |
| **Future Eligible Project Costs** | | | | |
| SS4AFunds | | | | |
| Other Federal Funds | | | | |
| Non-Federal Funds | | | | |
| Total Future Eligible Project Costs | | | | |
| Total Project Costs | | | | |

## ATTACHMENT C
## RACIAL EQUITY AND BARRIERS TO OPPORTUNITY

**1. Efforts to Improve Racial Equity and Reduce Barriers to Opportunity.**

The Recipient states that rows marked with "X" in the following table are accurate:

| | |
|---|---|
| | A racial equity impact analysis has been completed for the Project. *(Identify a report on that analysis or, if no report was produced, describe the analysis and its results in the supporting narrative below.)* |
| | The Recipient or a project partner has adopted an equity and inclusion program/plan or has otherwise instituted equity-focused policies related to project procurement, material sourcing, construction, inspection, hiring, or other activities designed to ensure racial equity in the overall delivery and implementation of the Project. *(Identify the relevant programs, plans, or policies in the supporting narrative below.)* |
| | The Project includes physical-barrier-mitigating land bridges, caps, lids, linear parks, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation. *(Identify the relevant investments in the supporting narrative below.)* |
| | The Project includes new or improved walking, biking, and rolling access for individuals with disabilities, especially access that reverses the disproportional impacts of crashes on people of color and mitigates neighborhood bifurcation. *(Identify the new or improved access in the supporting narrative below.)* |
| | The Project includes new or improved freight access to underserved communities to increase access to goods and job opportunities for those underserved communities. *(Identify the new or improved access in the supporting narrative below.)* |
| X | The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity, as described in the supporting narrative below. |
| | The Recipient has not yet taken actions related to the Project to improve racial equity and reduce barriers to opportunity but, before beginning construction of the project, will take relevant actions described in the supporting narrative below |
| | The Recipient has not taken actions related to the Project to improve racial equity and reduce barriers to opportunity and will not take those actions under this award. |

**2. Supporting Narrative.**

The City of Pueblo Public Works Department has adopted a Title VI compliance plan, which assures equal public access to public works services and the benefits of capital improvement projects across the City. The Title VI plan is available online: City of Pueblo Public Works Department Title VI Compliance Plan

## ATTACHMENT D
## CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE IMPACTS

**1. Consideration of Climate Change and Environmental Justice Impacts.**

The Recipient states that rows marked with "X" in the following table are accurate:

| | |
|---|---|
| | The Project directly supports a Local/Regional/State Climate Action Plan that results in lower greenhouse gas emissions. *(Identify the plan in the supporting narrative below.)* |
| | The Project directly supports a Local/Regional/State Equitable Development Plan that results in lower greenhouse gas emissions. *(Identify the plan in the supporting narrative below.)* |
| | The Project directly supports a Local/Regional/State Energy Baseline Study that results in lower greenhouse gas emissions. *(Identify the plan in the supporting narrative below.)* |
| | The Recipient or a project partner used environmental justice tools, such as the EJSCREEN, to minimize adverse impacts of the Project on environmental justice communities. *(Identify the tool(s) in the supporting narrative below.)* |
| | The Project supports a modal shift in freight or passenger movement to reduce emissions or reduce induced travel demand. *(Describe that shift in the supporting narrative below.)* |
| | The Project utilizes demand management strategies to reduce congestion, induced travel demand, and greenhouse gas emissions. *(Describe those strategies in the supporting narrative below.)* |
| | The Project incorporates electrification infrastructure, zero-emission vehicle infrastructure, or both. *(Describe the incorporated infrastructure in the supporting narrative below.)* |
| | The Project supports the installation of electric vehicle charging stations. *(Describe that support in the supporting narrative below.)* |
| | The Project promotes energy efficiency. *(Describe how in the supporting narrative below.)* |
| | The Project serves the renewable energy supply chain. *(Describe how in the supporting narrative below.)* |
| | The Project improves disaster preparedness and resiliency *(Describe how in the supporting narrative below.)* |
| | The Project avoids adverse environmental impacts to air or water quality, wetlands, and endangered species, such as through reduction in Clean Air Act criteria pollutants and greenhouse gases, improved stormwater management, or improved habitat connectivity. *(Describe how in the supporting narrative below.)* |
| | The Project repairs existing dilapidated or idle infrastructure that is currently causing environmental harm. *(Describe that infrastructure in the supporting narrative below.)* |
| | The Project supports or incorporates the construction of energy- and location-efficient buildings. *(Describe how in the supporting narrative below.)* |

| | |
|---|---|
| | The Project includes recycling of materials, use of materials known to reduce or reverse carbon emissions, or both. *(Describe the materials in the supporting narrative below.)* |
| | The Recipient has taken other actions to consider climate change and environmental justice impacts of the Project, as described in the supporting narrative below. |
| X | The Recipient has not yet taken actions to consider climate change and environmental justice impacts of the Project but, before beginning construction of the Project, will take relevant actions described in the supporting narrative below. |
| | The Recipient has not taken actions to consider climate change and environmental justice impacts of the Project and will not take those actions under this award. |

**2. Supporting Narrative.**

This project includes development of a comprehensive safety plan which will identify a slate of projects and programs to improve pedestrian, bicycle and vehicular safety. The projects that are generated from this plan that are identified for funding, will be evaluated for their environmental justice impacts.

## ATTACHMENT E
## LABOR AND WORKFORCE

### 1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with "X" in the following table are accurate:

| | |
|---|---|
| | The Recipient demonstrate, to the full extent possible consistent with the law, an effort to create good-paying jobs with the free and fair choice to join a union and incorporation of high labor standards. *(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)* |
| | The Recipient or a project partner has adopted the use of local and economic hiring preferences in the overall delivery and implementation of the Project. *(Describe the relevant provisions in the supporting narrative below.)* |
| | The Recipient or a project partner has adopted the use of registered apprenticeships in the overall delivery and implementation of the Project. *(Describe the use of registered apprenticeship in the supporting narrative below.)* |
| | The Recipient or a project partner will provide training and placement programs for underrepresented workers in the overall delivery and implementation of the Project. *(Describe the training programs in the supporting narrative below.)* |
| | The Recipient or a project partner will support free and fair choice to join a union in the overall delivery and implementation of the Project by investing in workforce development services offered by labor-management training partnerships or setting expectations for contractors to develop labor-management training programs. *(Describe the workforce development services offered by labor-management training partnerships in the supporting narrative below.)* |
| | The Recipient or a project partner will provide supportive services and cash assistance to address systemic barriers to employment to be able to participate and thrive in training and employment, including childcare, emergency cash assistance for items such as tools, work clothing, application fees and other costs of apprenticeship or required pre-employment training, transportation and travel to training and work sites, and services aimed at helping to retain underrepresented groups like mentoring, support groups, and peer networking. *(Describe the supportive services and/or cash assistance provided to trainees and employees in the supporting narrative below.)* |
| | The Recipient or a project partner has documented agreements or ordinances in place to hire from certain workforce programs that serve underrepresented groups. *(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)* |

| | |
|---|---|
| | The Recipient or a project partner participates in a State/Regional/Local comprehensive plan to promote equal opportunity, including removing barriers to hire and preventing harassment on work sites, and that plan demonstrates action to create an inclusive environment with a commitment to equal opportunity, including:<br>a. affirmative efforts to remove barriers to equal employment opportunity above and beyond complying with Federal law;<br>b. proactive partnerships with the U.S. Department of Labor's Office of Federal Contract Compliance Programs to promote compliance with EO 11246 Equal Employment Opportunity requirements and meet the requirements as outlined in the Notice of Funding Opportunity to make good faith efforts to meet the goals of 6.9 percent of construction project hours being performed by women and goals that vary based on geography for construction work hours and for work being performed by people of color;<br>c. no discriminatory use of criminal background screens and affirmative steps to recruit and include those with former justice involvement, in accordance with the Fair Chance Act and equal opportunity requirements.<br>d. efforts to prevent harassment based on race, color, religion, sex, sexual orientation, gender identity, and national origin;<br>e. training on anti-harassment and third-party reporting procedures covering employees and contractors; and<br>f. maintaining robust anti-retaliation measures covering employees and contractors.<br>*(Describe the equal opportunity plan in the supporting narrative below.)* |
| | The Recipient has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. *(Describe those actions in the supporting narrative below.)* |
| x | The Recipient has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the project, will take relevant actions described in the supporting narrative below. |
| | The Recipient has not taken actions related to the Project to improving good-paying jobs and strong labor standards and will not take those actions under this award. |

**2. Supporting Narrative.**

This project includes development of a comprehensive safety plan which will identify a slate of projects and programs to improve pedestrian, bicycle and vehicular safety. The projects that are generated from this plan that are identified for funding, will be evaluated for their ability to create good paying jobs, with the free and fair choice to join a union and incorporate strong labor standards.

## ATTACHMENT F
## CRITICAL INFRASTRUCTURE SECURITY AND RESILIENCE

**1. Efforts to strengthen the Security and Resilience of Critical Infrastructure against both Physical and Cyber Threats.**

The Recipient states that rows marked with "X" in the following table are accurate:

| | |
|---|---|
| | The Recipient demonstrates, prior to the signing of this agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the activities. |
| | The Recipient appropriately considered and addressed physical and cyber security and resilience in the planning, design and oversight of the project, as determined by the Department and the Department of Homeland Security. |
| X | The Recipient complies with 2 CFR 200.216 and the prohibition on certain telecommunications and video surveillance services or equipment. |
| | For projects in floodplains: The Recipient appropriately considered whether the project was upgraded consistent with the Federal Flood Risk Management Standard, to the extent consistent with current law, in Executive Order 14030, Climate-Related Financial Risk (86 FR 27967), and Executive Order 13690, Establishing a Federal Flood Risk Management Standard and a Process for Further Solicit and Considering Stakeholder Input (80 FR 6425). |

**2. Supporting Narrative.**

The City of Pueblo has an internal polity that is Trade Agreements Act (TAA) compliant, meaning that procured equipment cannot be made in certain countries, including but not limited to, China and India.

# U.S. DEPARTMENT OF TRANSPORTATION

# GENERAL TERMS AND CONDITIONS UNDER THE FISCAL YEAR 2022 SAFE STREETS AND ROADS FOR ALL ("SS4A") GRANT PROGRAM: FHWA PROJECTS

Revision date: March 28, 2023

## Table of Contents


Article 7 Purpose ..... 6
7.1 Purpose ..... 6
Article 8 USDOT Role ..... 6
8.1 Division of USDOT Responsibilities ..... 6
8.2 USDOT Program Contacts ..... 7
Article 9 Recipient Role ..... 7
9.1 Statements on the Project ..... 7
9.2 Statements on Authority and Capacity ..... 7
9.3 USDOT Reliance ..... 8
9.4 Project Delivery ..... 8
9.5 Rights and Powers Affecting the Project ..... 8
9.6 Notification of Changes to Key Personnel ..... 9
Article 10 Award Amount, Obligation, and Time Periods ..... 9
10.1 Federal Award Amount ..... 9
10.2 Federal Obligations ..... 9
10.3 Budget Period ..... 9
10.4 Period of Performance ..... 9
Article 11 Statement of Work, Schedule, and Budget Changes ..... 9
11.1 Notification Requirement ..... 9
11.2 Statement of Work Changes ..... 10
11.3 Schedule Changes ..... 10
11.4 Budget Changes ..... 10
11.5 USDOT Acceptance of Changes ..... 11
Article 12 General Reporting Terms ..... 11
12.1 Report Submission ..... 11
12.2 Alternative Reporting Methods ..... 11
12.3 Paperwork Reduction Act Notice ..... 11
Article 13 Progress and Financial Reporting ..... 12
13.1 Quarterly Program Performance Reports ..... 12
13.2 Quarterly Financial Status ..... 12
Article 14 Performance Reporting ..... 12
14.1 Baseline Performance Measurement ..... 12
14.2 Section 24112(h) Report ..... 12
Article 15 Noncompliance and Remedies ..... 13
15.1 Noncompliance Determinations ..... 13
15.2 Remedies ..... 14
15.3 Other Oversight Entities ..... 15
Article 16 Agreement Termination ..... 15
16.1 USDOT Termination ..... 15
16.2 Closeout Termination ..... 16
16.3 Post-Termination Adjustments ..... 16
16.4 Non-Terminating Events ..... 16
16.5 Other Remedies ..... 16
Article 17 Monitoring, Financial Management, Controls, and Records ..... 16
17.1 Recipient Monitoring and Record Retention ..... 16
17.2 Financial Records and Audits ..... 17
17.3 Internal Controls ..... 17
17.4 USDOT Record Access ..... 17

Article 18 Contracting and Subawards ..... 17
18.1 Build America, Buy America. ..... 17
18.2 Small and Disadvantaged Business Requirements. ..... 20
18.3 Engineering and Design Services. ..... 20
18.4 Foreign Market Restrictions ..... 20
18.5 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment ..... 20
18.6 Recipient Responsibilities For Subawards ..... 20
18.7 Subaward and Contract Authorization. ..... 20
Article 19 Costs, Payments, and Unexpended Funds ..... 20
19.1 Limitation of Federal Award Amount. ..... 20
19.2 Projects Costs. ..... 21
19.3 Timing of Project Costs. ..... 21
19.4 Recipient Recovery of Federal Funds. ..... 21
19.5 Unexpended Federal Funds ..... 21
19.6 Timing of Payments to the Recipient. ..... 21
19.7 Payment Method. ..... 21
19.8 Information Supporting Expenditures ..... 21
19.9 Reimbursement Frequency. ..... 22
Article 20 Liquidation, Adjustments, and Funds Availability ..... 22
20.1 Liquidation of Recipient Obligations ..... 22
Article 21 Agreement Modifications ..... 22
21.1 Bilateral Modifications. ..... 22
21.2 Unilateral Contact Modifications. ..... 22
21.3 USDOT Unilateral Modifications. ..... 22
21.4 Other Modifications. ..... 22
Article 22 Climate Change and Environmental Justice ..... 23
22.1 Climate Change and Environmental Justice. ..... 23
Article 23 Racial Equity and Barriers to Opportunity ..... 23
23.1 Racial Equity and Barriers to Opportunity ..... 23
Article 24 Federal Financial Assistance, Administrative, and National Policy Requirements ..... 23
24.1 Uniform Administrative Requirements for Federal Awards ..... 23
24.2 Federal Law and Public Policy Requirements. ..... 23
24.3 Federal Freedom of Information Act. ..... 23
24.4 History of Performance. ..... 23
24.5 Whistleblower Protection ..... 24
24.6 External Award Terms and Obligations ..... 24
24.7 Incorporated Certifications. ..... 24
Article 25 Assignment ..... 25
25.1 Assignment Prohibited. ..... 25
Article 26 Waiver ..... 25
26.1 Waivers. ..... 25
Article 27 Additional Terms and Conditions ..... 25
27.1 Effect of Action Plan or Implementation Plan. ..... 25
27.2 Disclaimer of Federal Liability. ..... 25
27.3 Environmental Review ..... 25
27.4 Railroad Coordination. ..... 27
27.5 Relocation and Real Property Acquisition. ..... 27
27.6 Equipment Disposition ..... 27
Article 28 Mandatory Award Information ..... 27
28.1 Information Contained in a Federal Award. ..... 27

Article 29 Construction and Definitions ..... 28
29.1 Attachments. ..... 28
29.2 Exhibits. ..... 28
29.3 Construction. ..... 28
29.4 Integration. ..... 28
29.5 Definitions. ..... 28
Article 30 Agreement Execution and Effective Date ..... 29
30.1 Counterparts. ..... 29
30.2 Effective Date. ..... 29

## Index of Definitions


Administering Operating Administration ..... 7
Environmental Review Entity ..... 25
Federal Share ..... 11
FHWA ..... 7
NOFO ..... 6
OMB ..... 11
Program Statute ..... 28
Project ..... 19
Project Closeout ..... 16
SS4A Grant ..... 28
USDOT ..... 6

## GENERAL TERMS AND CONDITIONS

The Infrastructure Investment and Jobs Act (Pub. L. 117–58, November 15, 2021; also referred to as the "Bipartisan Infrastructure Law" or "BIL") established the Safe Streets and Roads for All (SS4A) Discretionary Grant Program (BIL Section 24112) and appropriated funds to the United States Department of Transportation (the "**USDOT**") under Division J, Title VIII of BIL to implement the program. The funds are available to provide Federal financial assistance to support local initiatives to prevent death and serious injury on roads and streets, commonly referred to as "Vision Zero" or "Toward Zero Deaths" initiatives.

The USDOT published a Notice of Funding Opportunity (the "**NOFO**") to solicit applications for Federal financial assistance in Fiscal Year 2022 for the SS4A Discretionary Grant Program (87 Fed. Reg. 31606 (May 24, 2022; subsequently amended in 87 Fed. Reg. 47818 on August 4, 2022).

These general terms and conditions are incorporated by reference in a project-specific grant agreement under the fiscal year 2022 SS4A grant program. Articles 1–6 are in the project-specific portion of the agreement. The term "Recipient" is defined in the project-specific portion of the agreement. Attachments A through D are project-specific attachments.

## ARTICLE 7
## PURPOSE

**7.1 Purpose.** The purpose of this award is to improve roadway safety by significantly reducing or eliminating roadway fatalities and serious injuries through safety action plan development or projects focused on all users, including pedestrians, bicyclists, public transportation users, motorists, personal conveyance and micromobility users, and commercial vehicle operators. The parties will accomplish that purpose by achieving the following objectives:

(1) timely completing the Project; and

(2) ensuring that this award does not substitute for non-Federal investment in the Project, except as proposed in the Grant Application, as modified by section 3.3 and Attachment B.

## ARTICLE 8
## USDOT ROLE

**8.1 Division of USDOT Responsibilities.**

(a) The Office of the Secretary of Transportation is ultimately responsible for the USDOT's administration of the SS4A Grant Program.

(b) The Federal Highway Administration (the "**FHWA**") will administer this grant agreement on behalf of the USDOT. In this agreement, the "**Administering Operating Administration**" means the FHWA.

**8.2 USDOT Program Contacts.**

FHWA Safe Streets and Roads for All
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue SE
HSA-1, Mail Drop E71-117
Washington, DC 20590
SS4A.FHWA@dot.gov
(202) 366-2201

and

[enter FHWA Division Office lead point of contact]
[enter address]
[enter email address]
[enter telephone]

## ARTICLE 9
## RECIPIENT ROLE

**9.1 Statements on the Project.** The Recipient states that:

(1) all material statements of fact in the Grant Application were accurate when that application was submitted; and

(2) Attachment B documents all material changes in the information contained in that application.

**9.2 Statements on Authority and Capacity.** The Recipient states that:

(1) it has the authority to receive Federal financial assistance under this agreement;

(2) It has the legal authority to complete the Project, including either ownership and/or maintenance responsibilities over a roadway network; safety responsibilities that affect roadways; or has an agreement from the agency that has ownership and/or maintenance responsibilities for the roadway within the applicant's jurisdiction; if applicable.

(3) it has the capacity, including institutional, managerial, and financial capacity, to comply with its obligations under this agreement;

(4) not less than the difference between the "Total Eligible Project Cost" and the "SS4A Grant Amount" listed in section 3.3 are committed to fund the Project;

(5) it has sufficient funds available, or an agreement with the agency that has ownership and/or maintenance responsibilities for the roadway within the recipient's jurisdiction, to ensure that infrastructure completed or improved under this agreement will be operated and maintained in compliance with this agreement and applicable Federal law; and

(6) the individual executing this agreement on behalf of the Recipient has authority to enter this agreement and make the statements in this article 9 and in section 24.7 on behalf of the Recipient.

**9.3 USDOT Reliance.** The Recipient acknowledges that:

(1) the USDOT relied on statements of fact in the Grant Application to select the Project to receive this award;

(2) the USDOT relied on statements of fact in both the-Grant Application and this agreement to determine that the Recipient and the Project are eligible under the terms of the NOFO;

(3) the USDOT relied on statements of fact in both the Grant Application and this agreement to establish the terms of this agreement; and

(4) the USDOT's selection of the Project to receive this award prevented awards under the NOFO to other eligible applicants.

**9.4 Project Delivery.**

(a) The Recipient shall complete the Project under the terms of this agreement.

(b) The Recipient shall ensure that the Project is financed, constructed, operated, and maintained in accordance with all applicable Federal laws, regulations, and policies.

(c) The Recipient shall provide any certifications or assurances deemed necessary by the USDOT in ensuring the Recipient's compliance with all applicable laws, regulations, and policies.

(d) The Recipient shall provide access to records as provided at 2 CFR 200.337.

**9.5 Rights and Powers Affecting the Project.**

(a) The Recipient shall not take or permit any action that deprives it of any rights or powers necessary to the Recipient's performance under this agreement without written approval of the USDOT.

(b) The Recipient shall act, in a manner acceptable to the USDOT, promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others that would interfere with the Recipient's performance under this agreement.

**9.6 Notification of Changes to Key Personnel.** The Recipient shall notify all USDOT representatives who are identified in Section 4.4 in writing within 30 calendar days of any change in key personnel who are identified in Section 4.3.

## ARTICLE 10
## AWARD AMOUNT, OBLIGATION, AND TIME PERIODS

**10.1 Federal Award Amount** The USDOT hereby awards a SS4A Grant to the Recipient in the amount listed in Section 2.2 as the SS4A Grant Amount.

**10.2 Federal Obligations.**

This agreement obligates for the period of performance listed in section 2.3 of the grant agreement.

**10.3 Budget Period**

The budget period for this award begins on the date of this agreement and ends on the budget period end date that is listed in section 2.4, which shall be no later than 5 years from the date of grant execution. In this agreement, "budget period" is used as defined at 2 C.F.R. 200.1.

**10.4 Period of Performance.**

(a) The period of performance for this award begins on the effective date of award listed in page 1 item 2 and ends on the period of performance end date that is listed in Section 2.3.

(b) In this agreement, "period of performance" is used as defined at 2 C.F.R. 200.1.

## ARTICLE 11
## STATEMENT OF WORK, SCHEDULE, AND BUDGET CHANGES

**11.1 Notification Requirement.** The Recipient shall notify all USDOT representatives who are identified in section 4.4 in writing within 30 calendar days of any change in circumstances or commitments that adversely affect the Recipient's plan to complete the Project. In that notification, the Recipient shall describe the change and what actions the Recipient has taken or plans to take to ensure completion of the Project. This notification requirement under this section 11.1 is separate from any requirements under this article 11 that the Recipient request amendment of this agreement.

**11.2 Statement of Work Changes.** If the Project's activities differ from the statement of work that is described in section 3.1 and Attachment B, then the Recipient shall request an amendment of this agreement to update section 3.1.

**11.3 Schedule Changes.** If one or more of the following conditions are satisfied, then the Recipient shall request an amendment of this agreement to update the relevant dates:

(1) a substantial completion date for the Project or a component of the Project is listed in section 3.2 and the Recipient's estimate for that milestone changes to a date that is more than six months after the date listed in section 3.2; or

(2) a schedule change would require the period of performance to continue after the period of performance end date listed in section 2.3.

For other schedule changes, the Recipient shall request an amendment of this agreement unless the USDOT has consented, in writing consistent with applicable requirements, to the change.

**11.4 Budget Changes.**

(a) The Recipient acknowledges that if the cost of completing the Project increases:

(1) that increase does not affect the Recipient's obligation under this agreement to complete the Project; and

(2) the USDOT will not increase the amount of this award to address any funding shortfall.

(b) The Recipient shall request an amendment of this agreement to update section 3.3 and Attachment B if, in comparing the Project's budget to the amounts listed in section 3.3:

(1) the "Non-Federal Funds" amount decreases; or

(2) the "Total Eligible Project Cost" amount decreases.

(c) For budget changes that are not identified in section 11.4(b), the Recipient shall request an amendment of this agreement to update section 3.3 and Attachment B unless the USDOT has consented, in writing consistent with applicable requirements, to the change.

(d) If the actual eligible project costs are less than the "Total Eligible Project Cost" that is listed in section 3.3, then the Recipient may propose to the USDOT, in writing consistent with applicable requirements, specific additional activities that are within the scope of this award, as defined in sections 7.1 and 3.1, and that the Recipient could complete with the difference between the "Total Eligible Project Cost" that is listed in section 3.3 and the actual eligible project costs.

(e) If the actual eligible project costs are less than the "Total Eligible Project Cost" that is listed in section 3.3 and either the Recipient does not make a proposal under section

11.4(d) or the USDOT does not accept the Recipient's proposal under section 11.4(d), then:

(1) in a request under section 11.4(b), the Recipient shall reduce the Federal Share by the difference between the "Total Eligible Project Cost" that is listed in section 3.3 and the actual eligible project costs; and

(2) if that amendment reduces this award and the USDOT had reimbursed costs exceeding the revised award, the Recipient shall request to add additional project work that is within the scope of this project.

In this agreement, "**Federal Share**" means the sum of the "SS4A Action Plan or Implementation Grant Amount" and the "Other Federal Funds" amounts that are listed in section 3.3.

(f) The Recipient acknowledges that amounts that are required to be refunded under section 11.4(e)(2) constitute a debt to the Federal Government that the USDOT may collect under 2 C.F.R. 200.346 and the Federal Claims Collection Standards (31 C.F.R. parts 900–999).

**11.5 USDOT Acceptance of Changes.** The USDOT may accept or reject amendments requested under this article 11, and in doing so may elect to consider only the interests of the SS4A grant program and the USDOT. The Recipient acknowledges that requesting an amendment under this article 11 does not amend, modify, or supplement this agreement unless the USDOT accepts that amendment request and the parties modify this agreement under section 21.1.

## ARTICLE 12
## GENERAL REPORTING TERMS

**12.1 Report Submission.** The Recipient shall send all reports required by this agreement to all USDOT contacts who are listed in section 4.4. Reports will be added to a central repository maintained by FHWA.

**12.2 Alternative Reporting Methods.** FHWA may establish processes for the Recipient to submit reports required by this agreement, including electronic submission processes. If the Recipient is notified of those processes in writing, the Recipient shall use the processes required by the FHWA.

**12.3 Paperwork Reduction Act Notice.**

Under 5 C.F.R. 1320.6, the Recipient is not required to respond to a collection of information that does not display a currently valid control number issued by the Office of Management and Budget (the "**OMB**"). Collections of information conducted under this agreement are approved under OMB Control No. 2125-0675.

## ARTICLE 13
## PROGRESS AND FINANCIAL REPORTING

**13.1 Quarterly Program Performance Reports.** Quarterly, on or before the 20th day of the first month of each calendar year (e.g., reports due on or before January 20th, April 20th, August 20th, and December 20th) and until the end of the period of performance, the Recipient shall submit to the USDOT a Quarterly Project Progress Report in the format and with the content described in Exhibit C (SF-PPR). If the date of this agreement is in the final month of a calendar year, then the Recipient shall submit the first Quarterly Project Progress Report in the second calendar year that begins after the date of this agreement.

**13.2 Quarterly Financial Status.** Quarterly, on or before the 20th day of the first month of each calendar year, the Recipient shall submit a Federal Financial Report using SF-425.

## ARTICLE 14
## PERFORMANCE REPORTING

**14.1 Baseline Performance Measurement.** If the Designation in Section 2.5 is "Implementation," then:

(1) the Recipient shall collect data for each performance measure that is identified in the Performance Measure Table in Attachment A, accurate as of the Baseline Measurement Date that is identified in Attachment A; and

(2) on or before the Baseline Report Date that is stated in Attachment A, the Recipient shall submit a Baseline Performance Measurement Report that contains the data collected under this section 14.1 and a detailed description of the data sources, assumptions, variability, and estimated levels of precision for each performance measure that is identified in the Performance Measure Table in Attachment A.

**14.2 Section 24112(h) Report:** The Recipient shall submit to the USDOT, not later than 120 days after the end of the period of performance, a report that describes, consistent with section 24112(g) of BIL:

(1) the costs of carrying out the project;

(2) the outcomes and benefits that each eligible project generated as identified in the grant application and measured by data to the maximum extent practicable (i.e. number of fatalities and serious injuries that occurred within the limits of the project location); and

(3) the lessons learned, and any recommendations related to future projects or strategies to prevent death and serious injuries on roads and streets.

### 14.3 Performance Measurement Information.

For each performance measure that is identified in the Performance Measure Table in Attachment A, not later than January 31 of each year that follows a calendar year within the period of performance during which data was collected, the Recipient shall submit to the USDOT a Performance Measurement Report containing the data collected in the previous calendar year and stating the dates when the data was collected.

### 14.4 Performance Reporting Survival.

The data collection and reporting requirements in this article 14 survive the termination of this agreement which is three years post period of performance.

### 14.5 Program Evaluation.

As a condition of grant award, the recipient may be required to participate in an evaluation undertaken by USDOT, or another agency or partner. The evaluation may take different forms such as an implementation assessment across grant recipients, an impact and/or outcomes analysis of all or selected sites within or across grant recipients, or a benefit/cost analysis or assessment of return on investment. The Department may require applicants to collect data elements to aid the evaluation. As a part of the evaluation, as a condition of award, grant recipients must agree to: (1) make records available to the evaluation contractor; (2) provide access to program records, and any other relevant documents to calculate costs and benefits; (3) in the case of an impact analysis, facilitate the access to relevant information as requested; and (4) follow evaluation procedures as specified by the evaluation contractor or USDOT staff.

## ARTICLE 15
## NONCOMPLIANCE AND REMEDIES

### 15.1 Noncompliance Determinations.

(a) If the USDOT determines that the Recipient may have failed to comply with the United States Constitution, Federal law, or the terms and conditions of this agreement, the USDOT may notify the Recipient of a proposed determination of noncompliance. For the notice to be effective, it must be written and the USDOT must include an explanation of the nature of the noncompliance, describe a remedy, state whether that remedy is proposed or effective at an already determined date, and describe the process through and form in which the Recipient may respond to the notice.

(b) If the USDOT notifies the Recipient of a proposed determination of noncompliance under section 15.1(a), the Recipient may, not later than 7 calendar days after the notice, respond to that notice in the form and through the process described in that notice. In its response, the Recipient may:

(1) accept the remedy;

(2) acknowledge the noncompliance, but propose an alternative remedy; or

(3) dispute the noncompliance.

To dispute the noncompliance, the Recipient must include in its response documentation or other information supporting the Recipient's compliance.

(c) The USDOT may make a final determination of noncompliance only:

(1) after considering the Recipient's response under section 15.1(b); or

(2) if the Recipient fails to respond under section 15.1(b), after the time for that response has passed.

(d) To make a final determination of noncompliance, the USDOT must provide a notice to the Recipient that states the bases for that determination.

**15.2 Remedies.**

(a) If the USDOT makes a final determination of noncompliance under section 15.1(d), the USDOT may impose a remedy, including:

(1) additional conditions on the award;

(2) any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to USDOT; suspension or termination of the award; or suspension and disbarment under 2 C.F.R. part 180; or

(3) any other remedy legally available.

(b) To impose a remedy, the USDOT must provide a written notice to the Recipient that describes the remedy, but the USDOT may make the remedy effective before the Recipient receives that notice.

(c) If the USDOT determines that it is in the public interest, the USDOT may impose a remedy, including all remedies described in section 15.2(a), before making a final determination of noncompliance under section 15.1(d). If it does so, then the notice provided under section 15.1(d) must also state whether the remedy imposed will continue, be rescinded, or modified.

(d) In imposing a remedy under this section 15.2 or making a public interest determination under section 15.2(c), the USDOT may elect to consider the interests of only the USDOT.

(e) The Recipient acknowledges that amounts that the USDOT requires the Recipient to refund to the USDOT due to a remedy under this section 15.2 constitute a debt to the

Federal Government that the USDOT may collect under 2 C.F.R. 200.346 and the Federal Claims Collection Standards (31 C.F.R. parts 900–999).

### 15.3 Other Oversight Entities.

Nothing in this article 15 limits any party's authority to report activity under this agreement to the United States Department of Transportation Inspector General or other appropriate oversight entities.

## ARTICLE 16
## AGREEMENT TERMINATION

### 16.1 USDOT Termination.

(a) The USDOT may terminate this agreement and all of its obligations under this agreement if any of the following occurs:

(1) the Recipient fails to obtain or provide any non-SS4A Grant contribution (all eligible project costs other than the SS4A Grant Amount, as described in section 3.2 table (a) of the grant agreement) or alternatives approved by the USDOT as provided in this agreement and consistent with article 3;

(2) a construction start date for the Project or Strategy is listed in section 3.2 and the Recipient fails to meet that milestone by six months after the date listed in section 3.2;

(3) a substantial completion date for the Project or Strategy is listed in section 3.2 and the Recipient fails to meet that milestone by six months after the date listed in section 3.2;

(4) the Recipient fails to comply with the terms and conditions of this agreement, including a material failure to comply with the schedule in section 3.2 even if it is beyond the reasonable control of the Recipient; or,

(5) the USDOT determines that termination of this agreement is in the public interest.

(6) the Recipient fails to expend the funds within 5 years after the date on which the government executes the grant agreement, which is the date funds are provided for the project.

(b) In terminating this agreement under this section, the USDOT may elect to consider only the interests of the USDOT.

(c) This section 16.1 does not limit the USDOT's ability to terminate this agreement as a remedy under section 15.2.

(d) The Recipient may request that the USDOT terminate the agreement under this section 16.1.

**16.2 Closeout Termination.**

(a) This agreement terminates on Project Closeout.

(b) In this agreement, "**Project Closeout**" means the date that the USDOT notifies the Recipient that the award is closed out. Under 2 C.F.R. 200.344, Project Closeout should occur no later than one year after the end of the period of performance.

**16.3 Post-Termination Adjustments.** The Recipient acknowledges that under 2 C.F.R. 200.345–200.346, termination of the agreement does not extinguish the USDOT's authority to disallow costs, including costs that USDOT reimbursed before termination, and recover funds from the Recipient.

**16.4 Non-Terminating Events.**

(a) The end of the period of performance described under section 10.4 does not terminate this agreement or the Recipient's obligations under this agreement.

(b) The liquidation of funds under section 20.1 does not terminate this agreement or the Recipient's obligations under this agreement.

**16.5 Other Remedies.** The termination authority under this article 16 supplements and does not limit the USDOT's remedial authority under article 15 or 2 C.F.R. part 200, including 2 C.F.R. 200.339–200.340.

## ARTICLE 17
## MONITORING, FINANCIAL MANAGEMENT, CONTROLS, AND RECORDS

**17.1 Recipient Monitoring and Record Retention.**

(a) The Recipient shall monitor activities under this award, including activities under subawards and contracts, to ensure:

(1) that those activities comply with this agreement; and

(2) that funds provided under this award are not expended on costs that are not allowable under this award or not allocable to this award.

(b) If the Recipient makes a subaward under this award, the Recipient shall monitor the activities of the subrecipient in compliance with 2 C.F.R. 200.332(d).

(c) The Recipient shall retain records relevant to the award as required under 2 C.F.R. 200.334.

**17.2 Financial Records and Audits.**

(a) The Recipient shall keep all project accounts and records that fully disclose the amount and disposition by the Recipient of the award funds, the total cost of the Project, and the amount or nature of that portion of the cost of the Project supplied by other sources, and any other financial records related to the project.

(b) The Recipient shall keep accounts and records described under section 17.2(a) in accordance with a financial management system that meets the requirements of 2 C.F.R. 200.301–200.303, 2 C.F.R. part 200, subpart F, and title 23, United States Code, and will facilitate an effective audit in accordance with 31 U.S.C. 7501–7506.

(c) The Recipient shall separately identify expenditures under the fiscal year 2022 SS4A grants program in financial records required for audits under 31 U.S.C. 7501–7506. Specifically, the Recipient shall:

(1) list expenditures under that program separately on the schedule of expenditures of Federal awards required under 2 C.F.R. part 200, subpart F, including "FY 2022" in the program name; and

(2) list expenditures under that program on a separate row under Part II, Item 1 ("Federal Awards Expended During Fiscal Period") of Form SF-SAC, including "FY 2022" in column c ("Additional Award Identification").

**17.3 Internal Controls.** The Recipient shall establish and maintain internal controls as required under 2 C.F.R. 200.303.

**17.4 USDOT Record Access.** The USDOT may access Recipient records related to this award under 2 C.F.R. 200.337.

## ARTICLE 18
## CONTRACTING AND SUBAWARDS

**18.1 Build America, Buy America.** This award term implements § 70914(a) of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtitle A, 135 Stat. 429, 1294 (2021) and Office of Management and Budget (OMB) Memorandum M-22-11, "Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure."

*Requirement to Use Iron, Steel, Manufactured Products, and Construction Materials Produced in the United States.*

The Recipient shall not use funds provided under this award for a project for infrastructure unless:

(1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product; and

(3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

*Inapplicability.*

The domestic content procurement preference in this award term only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

*Waivers.*

When necessary, the Recipient may apply for, and the USDOT may grant, a waiver from the domestic content procurement preference in this award term.

A request to waive the application of the domestic content procurement preference must be in writing. The USDOT will provide instructions on the waiver process and on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Office of Management and Budget (OMB) Made in America Office.

When the USDOT has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the USDOT determines that:

(1) applying the domestic content procurement preference would be inconsistent with the public interest;

(2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

(3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at https://www.transportation.gov/office-policy/transportation-policy/made-in-america.

*Definitions*

"Construction materials" includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

"Domestic content procurement preference" means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

"Primarily iron or steel" means that the cost of the iron and steel content in the article, material, or supply exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.

**"Project"** means the construction, alteration, maintenance, or repair of infrastructure in the United States.

(a) Construction materials used in the Project are subject to the domestic preference requirement at § 70914 of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtitle A, 135 Stat. 429, 1294 (2021), as implemented by OMB, USDOT, and FHWA. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

(b) Under 2 C.F.R. 200.322, as appropriate and to the extent consistent with law, the Recipient should, to the greatest extent practicable under this award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The Recipient shall include the requirements of 2 C.F.R. 200.322 in all subawards including all contracts and purchase orders for work or products under this award.

**18.2 Small and Disadvantaged Business Requirements.** The Recipient shall expend all funds under this award in compliance with the requirements at 2 C.F.R. 200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

**18.3 Engineering and Design Services.** The Recipient shall award each contract or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping, or related services with respect to the project in the same manner that a contract for architectural and engineering services is negotiated under 2 CFR 200.320or an equivalent qualifications-based requirement prescribed for or by the Recipient.

**18.4 Foreign Market Restrictions.** The Recipient shall not allow funds provided under this award to be used to fund the use of any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

**18.5 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** The Recipient acknowledges that Section 889 of Pub. L. No. 115-232, 2 C.F.R. 200.216 and 2 C.F.R. 200.471 prohibit the Recipient and all subrecipients from procuring or obtaining certain telecommunications and video surveillance services or equipment under this award.

**18.6 Recipient Responsibilities For Subawards.** If the Recipient makes a subaward under this award, the Recipient shall comply with the requirements on pass-through entities under 2 C.F.R. parts 200 and 1201, including 2 C.F.R. 200.331–200.333.

**18.7 Subaward and Contract Authorization.**

If the USDOT Office for Subaward and Contract Authorization identified in section 5.1 is "FHWA Office of Acquisition and Grants Management," then the Recipient shall obtain prior written approval from the USDOT agreement officer for the subaward or contracting out of any work under this agreement for Action Plan awards. This provision does not apply to the acquisition of supplies, material, equipment or general support services. That approval will be contingent upon a fair and reasonable price determination on the part of the Recipient and the agreement officer's concurrence on that determination.

## ARTICLE 19
## COSTS, PAYMENTS, AND UNEXPENDED FUNDS

**19.1 Limitation of Federal Award Amount.** Under this award, the USDOT shall not provide funding greater than the amount obligated on the SS4A Grant cover page, Item 11, Federal Funds Obligated. The Recipient acknowledges that USDOT is not liable for

payments exceeding that amount, and the Recipient shall not request reimbursement of costs exceeding that amount.

**19.2 Projects Costs.** This award is subject to the cost principles at 2 C.F.R. part 200 subpart E, including provisions on determining allocable costs and determining allowable costs.

**19.3 Timing of Project Costs.**

(a) The Recipient shall not charge to this award costs that are incurred after the period of performance.

(b) The Recipient shall not charge to this award costs that were incurred before the effective date of award of this agreement, unless there has been an approval pre-award costs under 2 C.F.R. 200.458. pre-award costs under 2 C.F.R. 200.458.

**19.4 Recipient Recovery of Federal Funds.** The Recipient shall make all reasonable efforts, including initiating litigation, if necessary, to recover Federal funds if the USDOT determines, after consultation with the Recipient, that those funds have been spent fraudulently, wastefully, or in violation of Federal laws, or misused in any manner under this award. The Recipient shall not enter a settlement or other final position, in court or otherwise, involving the recovery of funds under the award unless approved in advance in writing by the USDOT.

**19.5 Unexpended Federal Funds.** Any Federal funds that are awarded at section 10.1 but not expended on allocable, allowable costs remain the property of the United States.

**19.6 Timing of Payments to the Recipient.** When reimbursement is used, the Recipient shall not request reimbursement of a cost before the Recipient has entered an obligation for that cost.

**19.7 Payment Method.** The USDOT may deny a payment request that is not submitted using the method identified in section 5.2.

**19.8 Information Supporting Expenditures**

(a) If the USDOT Payment System identified in section 5.2 is "DELPHI eInvoicing," then when requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit the SF 270 (Request for Advance or Reimbursement), shall identify the Federal share and the Recipient's share of costs, and shall submit supporting cost detail to clearly document all costs incurred. As supporting cost detail, the Recipient shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, and travel.

(b) If the Recipient submits a request for reimbursement that the USDOT determines does not include or is not supported by sufficient detail, the USDOT may deny the request or withhold processing the request until the Recipient provides sufficient detail.

**19.9 Reimbursement Frequency.** If the USDOT Payment System identified in section 5.2 is "DELPHI eInvoicing," then the Recipient shall not request reimbursement more frequently than monthly.

## ARTICLE 20
## LIQUIDATION, ADJUSTMENTS, AND FUNDS AVAILABILITY

**20.1 Liquidation of Recipient Obligations.**

(a) The Recipient shall liquidate all obligations of award funds under this agreement not later than the earlier of (1) 120 days after the end of the period of performance or (2) the statutory availability to eligible entities date, which shall be 5 years after the date on which the grant is provided.

(b) Liquidation of obligations and adjustment of costs under this agreement follow the requirements of 2 C.F.R. 200.344–200.346.

## ARTICLE 21
## AGREEMENT MODIFICATIONS

**21.1 Bilateral Modifications.** The parties may amend, modify, or supplement this agreement by mutual agreement in writing signed by the USDOT and the Recipient. Either party may request to amend, modify, or supplement this agreement by written notice to the other party.

**21.2 Unilateral Contact Modifications.**

(a) The USDOT may update the contacts who are listed in sections 4.4 by written notice to all of the Recipient contacts who are listed in section 4.3.

**21.3 USDOT Unilateral Modifications.**

(a) The USDOT may unilaterally modify this agreement to comply with Federal law, including the Program Statute.

(b) To unilaterally modify this agreement under this section 21.3(a), the USDOT must provide a notice to the Recipient that includes a description of the modification and state the date that the modification is effective.

**21.4 Other Modifications.** The parties shall not amend, modify, or supplement this agreement except as permitted under sections 21.1, 21.2, or 21.3. If an amendment, modification, or supplement is not permitted under section 21.1, not permitted under section 21.2, and not permitted under section 21.3, it is void.

## ARTICLE 22
## CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE

**22.1 Climate Change and Environmental Justice.** Consistent with Executive Order 14008, "Tackling the Climate Crisis at Home and Abroad" (Jan. 27, 2021), Attachment C documents the consideration of climate change and environmental justice impacts of the Project.

## ARTICLE 23
## RACIAL EQUITY AND BARRIERS TO OPPORTUNITY

**23.1 Racial Equity and Barriers to Opportunity.** Consistent with Executive Order 13985, "Advancing Racial Equity and Support for Underserved Communities Through the Federal Government" (Jan. 20, 2021), Attachment D documents activities related to the Project to improve racial equity and reduce barriers to opportunity.

## ARTICLE 24
## FEDERAL FINANCIAL ASSISTANCE, ADMINISTRATIVE, AND NATIONAL POLICY REQUIREMENTS

**24.1 Uniform Administrative Requirements for Federal Awards.** The Recipient shall comply with the obligations on non-Federal entities under 2 C.F.R. parts 200 and 1201.

**24.2 Federal Law and Public Policy Requirements.**

(a) The Recipient shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

(b) The failure of this agreement to expressly identify Federal law applicable to the Recipient or activities under this agreement does not make that law inapplicable.

**24.3 Federal Freedom of Information Act.**

(a) The USDOT is subject to the Freedom of Information Act, 5 U.S.C. 552.

(b) The Recipient acknowledges that the Technical Application and materials submitted to the USDOT by the Recipient related to this agreement may become USDOT records subject to public release under 5 U.S.C. 552.

**24.4 History of Performance.** Under 2 C.F.R 200.206, any Federal awarding agency may consider the Recipient's performance under this agreement when evaluating the risks of making a future Federal financial assistance award to the Recipient.

**24.5 Whistleblower Protection.**

(a) The Recipient acknowledges that it is a "grantee" within the scope of 41 U.S.C. 4712, which prohibits the Recipient from taking certain actions against an employee for certain disclosures of information that the employee reasonably believes are evidence of gross mismanagement of this award, gross waste of Federal funds, or a violation of Federal law related this this award.

(b) The Recipient shall inform its employees in writing of the rights and remedies provided under 41 U.S.C. 4712, in the predominant native language of the workforce.

**24.6 External Award Terms and Obligations.**

(a) In addition to this document and the contents described in article 29, this agreement includes the following additional terms as integral parts:

(1) Appendix A to 2 C.F.R. part 25: System for Award Management and Universal Identifier Requirements;

(2) Appendix A to 2 C.F.R. part 170: Reporting Subawards and Executive Compensation;

(3) 2 C.F.R 175.15(b): Trafficking in Persons; and

(4) Appendix XII to 2 C.F.R. part 200: Award Term and Condition for Recipient Integrity and Performance Matters.

(b) The Recipient shall comply with:

(1) 49 C.F.R. part 20: New Restrictions on Lobbying;

(2) 49 C.F.R. part 21: Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964;

(3) 49 C.F.R. part 27: Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance; and

(4) Subpart B of 49 C.F.R. part 32: Governmentwide Requirements for Drug-free Workplace (Financial Assistance).

**24.7 Incorporated Certifications.** The Recipient makes the statements in the following certifications, which are incorporated by reference:

(1) Appendix A to 49 CFR part 20 (Certification Regarding Lobbying).

## ARTICLE 25
## ASSIGNMENT

**25.1 Assignment Prohibited.** The Recipient shall not transfer to any other entity any discretion granted under this agreement, any right to satisfy a condition under this agreement, any remedy under this agreement, or any obligation imposed under this agreement.

## ARTICLE 26
## WAIVER

**26.1 Waivers.**

(a) A waiver granted by USDOT under this agreement will not be effective unless it is in writing and signed by an authorized representative of USDOT.

(b) A waiver granted by USDOT under this agreement on one occasion will not operate as a waiver on other occasions.

(c) If USDOT fails to require strict performance of a provision of this agreement, fails to exercise a remedy for a breach of this agreement, or fails to reject a payment during a breach of this agreement, that failure does not constitute a waiver of that provision or breach.

## ARTICLE 27
## ADDITIONAL TERMS AND CONDITIONS

**27.1 Effect of Action Plan or Implementation Plan.** Based on information that the Recipient provided to the USDOT, including the Technical Application, at indicated in section 2.5, this agreement designates this award as an Action Plan award or a Implementation award, as defined in the NOFO. The Recipient shall comply with the requirements that accompany that designation on minimum award size, geographic location, and cost sharing.

**27.2 Disclaimer of Federal Liability.** The USDOT shall not be responsible or liable for any damage to property or any injury to persons that may arise from, or be incident to, performance or compliance with this agreement.

**27.3 Environmental Review**

(a) In this section, **"Environmental Review Entity"** means:

(1) if the Project is located in a State that has assumed responsibilities for environmental review activities under 23 U.S.C. 326 or 23 U.S.C. 327 and the Project is within the scope of the assumed responsibilities, the State; and

(2) for all other cases, the FHWA.

(b) Except as authorized under section 27.3(c), the Recipient shall not begin final design; acquire real property, construction materials, or equipment; begin construction; or take other actions that represent an irretrievable commitment of resources for the Project unless and until:

(1) the Environmental Review Entity complies with the National Environmental Policy Act, 42 U.S.C. 4321 to 4370m-12, and any other applicable environmental laws and regulations; and

(2) if the Environmental Review Entity is not the Recipient, the Environmental Review Entity provides the Recipient with written notice that the environmental review process is complete.

(c) If the Recipient is using procedures for early acquisition of real property under 23 C.F.R. 710.501 or hardship and protective acquisitions of real property 23 C.F.R. 710.503, the Recipient shall comply with 23 C.F.R. 771.113(d)(1).

(d) The Recipient acknowledges that:

(1) the Environmental Review Entity's actions under section 27.3(a) depend on the Recipient conducting necessary environmental analyses and submitting necessary documents to the Environmental Review Entity; and

(2) applicable environmental statutes and regulation may require the Recipient to prepare and submit documents to other Federal, State, and local agencies.

(e) Consistent with 23 C.F.R. 771.105(a), to the extent practicable and consistent with Federal law, the Recipient shall coordinate all environmental investigations, reviews, and consultations as a single process.

(f) The activities described in this agreement may inform environmental decision-making processes, but the parties do not intend this agreement to document the alternatives under consideration under those processes. If a build alternative is selected that does not align information in this agreement, then:

(1) the parties may amend this agreement under section 21.1 for consistency with the selected build alternative; or

(2) if the USDOT determines that the condition at section 16.1(a)(5) is satisfied, the USDOT may terminate this agreement under section 16.1(a)(5).

(g) The Recipient shall complete any mitigation activities described in the environmental document or documents for the Project, including the terms and conditions contained in the required permits and authorizations for the Project.

**27.4 Railroad Coordination.** If the agreement includes one or more milestones identified as a "Railroad Coordination Agreement," then for each of those milestones, the Recipient shall enter a standard written railroad coordination agreement, consistent with 23 C.F.R. 646.216(d), no later than the deadline date identified for that milestone, with the identified railroad for work and operation within that railroad's right-of-way.

**27.5 Relocation and Real Property Acquisition.**

(a) The Recipient shall comply with the land acquisition policies in 49 C.F.R. part 24 subpart B and shall pay or reimburse property owners for necessary expenses as specified in that subpart.

(b) The Recipient shall provide a relocation assistance program offering the services described in 49 C.F.R. part 24 subpart C and shall provide reasonable relocation payments and assistance to displaced persons as required in 49 C.F.R. part 24 subparts D–E.

(c) The Recipient shall make available to displaced persons, within a reasonable period of time prior to displacement, comparable replacement dwellings in accordance with 49 C.F.R. part 24 subpart E.

**27.6 Equipment Disposition.**

(a) In accordance with 2 C.F.R. 200.313 and 1201.313, if the Recipient or a subrecipient acquires equipment under this award, then when that equipment is no longer needed for the Project that entity shall request disposition instructions from the FHWA.

(b) In accordance with 2 C.F.R. 200.443(d), the distribution of the proceeds from the disposition of equipment must be made in accordance with 2 C.F.R. 200.313–200.316 and 2 C.F.R. 1201.313.

(c) The Recipient shall ensure compliance with this section 27.6 for all tiers of subawards under this award.

## ARTICLE 28
## MANDATORY AWARD INFORMATION

**28.1 Information Contained in a Federal Award.** For 2 C.F.R. 200.211:

(1) the "Federal Award Date" is the date of this agreement, as defined under section 30.2;

(2) the "Assistance Listings Number" is 20.939 and the "Assistance Listings Title" is "Safe Streets and Roads for All Grant Program"; and

(3) this award is not for research and development.

## ARTICLE 29
## CONSTRUCTION AND DEFINITIONS

**29.1 Attachments.** This agreement includes the following attachments as integral parts:

| | |
|---|---|
| Attachment A | Performance Measurement Information |
| Attachment B | Changes from Application |
| Attachment C | Racial Equity and Barriers to Opportunity |
| Attachment D | Climate Change and Environmental Justice Impacts |
| Attachment E | Labor and Workforce |
| Attachment F | Critical Infrastructure Security and Resilience |

**29.2 Exhibits.** The following exhibits, which are in the document titled "Exhibits to FHWA Grant Agreements Under the Fiscal Year 2022 SS4A Grant Program", dated February 8, 2023, and available at [URL to be inserted when posted online], are part of this agreement.

| | |
|---|---|
| Exhibit A | Applicable Federal Laws and Regulations |
| Exhibit B | Additional Standard Terms |
| Exhibit C | Quarterly Project Progress Reports and Recertifications: Format and Content |
| Exhibit D | Form for Subsequent Obligation of Funds |

**29.3 Construction.** If a provision in the exhibits or the attachments conflicts with a provision in articles 1–30, then the provision in articles 1–30 prevails. If a provision in the attachments conflicts with a provision in the exhibits, then the provision in the attachments prevails.

**29.4 Integration.** This agreement constitutes the entire agreement of the parties relating to the SS4A grant program and awards under that program and supersedes any previous agreements, oral or written, relating to the SS4A grant program and awards under that program.

**29.5 Definitions.** In this agreement, the following definitions apply:

"**Program Statute**" means the BIL section 24112 and statutory text under the heading "Safe Streets and Roads for All Grants" in title I of division J of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (November 15, 2021), and all other provisions of that act that apply to amounts appropriated under that heading.

"**Project**" means the project proposed in the Grant Application, as modified by the negotiated provisions of this agreement, including article 3 and Attachments A–D.

"**SS4A Grant**" means an award of funds that were made available under the NOFO.

"**Grant Application**" means the application identified in section 2.1, including Standard Form 424 and all information and attachments submitted with that form through Grants.gov.

## ARTICLE 30
## AGREEMENT EXECUTION AND EFFECTIVE DATE

**30.1** **Counterparts.** This agreement may be executed in counterparts, which constitute one document. The parties intend each countersigned original to have identical legal effect.

**30.2** **Effective Date.** The agreement will become effective when all parties have signed it. The date of this agreement will be the date this agreement is signed by the last party to sign it. This instrument constitutes a SS4A Grant when the USDOT's authorized representative signs it.

# U.S. DEPARTMENT OF TRANSPORTATION

## EXHIBITS TO FHWA GRANT AGREEMENTS UNDER THE FISCAL YEAR 2022 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM

**February 8, 2023**

## EXHIBIT A
## APPLICABLE FEDERAL LAWS AND REGULATIONS

By entering into this agreement for a FY 2022 Safe Streets and Roads for All Grant, the Recipient assures and certifies, with respect to this Grant, that it will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Project. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Recipient and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

**General Federal Legislation**

a. Federal Fair Labor Standards Act – 29 U.S.C. 201, et seq.
b. Hatch Act – 5 U.S.C. 1501, et seq.
c. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 – 42 U.S.C. 4601, et seq.
d. National Historic Preservation Act of 1966 - Section 106 – 54 U.S.C. 306108
e. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. 312501, et seq.
f. Native American Graves Protection and Repatriation Act – 25 U.S.C. 3001, et seq.
g. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. 7401, et seq.
h. Section 404 of the Clean Water Act, as amended – 33 U.S.C. 1344
i. Section 7 of the Endangered Species Act, P.L. 93-205, as amended – 16 U.S.C. 1536
j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. 1451, et seq.
k. Flood Disaster Protection Act of 1973 - Section 102(a) – 42 U.S.C. 4012a
l. Age Discrimination Act of 1975 – 42 U.S.C. 6101, et seq.
m. American Indian Religious Freedom Act, P.L. 95-341, as amended
n. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
o. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. 4541, et seq.
p. Sections 523 and 527 of the Public Health Service Act of 1912, as amended – 42 U.S.C. 290dd through 290dd-2
q. Architectural Barriers Act of 1968 – 42 U.S.C. 4151, et seq.
r. Power Plant and Industrial Fuel Use Act of 1978, P.L. 100-42 - Section 403 – 42 U.S.C. 8373
s. Contract Work Hours and Safety Standards Act – 40 U.S.C. 3701, et seq.
t. Copeland Anti-kickback Act, as amended – 18 U.S.C. 874 and 40 U.S.C. 3145
u. National Environmental Policy Act of 1969 – 42 U.S.C. 4321, et seq.
v. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. 1271, et seq.
w. Federal Water Pollution Control Act, as amended – 33 U.S.C. 1251-1376
x. Single Audit Act of 1984 – 31 U.S.C. 7501, et seq.
y. Americans with Disabilities Act of 1990 – 42 U.S.C. 12101, et seq.
z. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681 through 1683 and 1685 through 1687
aa. Section 504 of the Rehabilitation Act of 1973, as amended – 29 U.S.C. 794
bb. Title VI of the Civil Rights Act of 1964 – 42 U.S.C. 2000d, et seq.
cc. Title IX of the Federal Property and Administrative Services Act of 1949 – 40 U.S.C.

1101 -1104, 541, et seq.

dd. Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. 1352
ee. Freedom of Information Act – 5 U.S.C. 552, as amended
ff. Magnuson-Stevens Fishery Conservation and Management Act – 16 U.S.C. 1855
gg. Farmland Protection Policy Act of 1981 – 7 U.S.C. 4201, et seq.
hh. Noise Control Act of 1972 – 42 U.S.C. 4901, et seq.
ii. Fish and Wildlife Coordination Act of 1956 – 16 U.S.C. 661, et seq.
jj. Section 9 of the Rivers and Harbors Act and the General Bridge Act of 1946 – 33 U.S.C. 401 and 525
kk. Section 4(f) of the Department of Transportation Act of 1966 – 49 U.S.C. 303
ll. Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended – 42 U.S.C. 9601, et seq.
mm. Safe Drinking Water Act – 42 U.S.C. 300f to 300j-26
nn. Wilderness Act – 16 U.S.C. 1131-1136
oo. Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 – 42 U.S.C. 6901, et seq.
pp. Migratory Bird Treaty Act – 16 U.S.C. 703, et seq.
qq. The Federal Funding Transparency and Accountability Act of 2006, as amended (Pub. L. 109–282, as amended by section 6202 of Public Law 110–252)
rr. Cargo Preference Act of 1954 – 46 U.S.C. 55305
ss. Section 889 of the John D. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232

**Executive Orders**

a. Executive Order 11246 – Equal Employment Opportunity
b. Executive Order 11990 – Protection of Wetlands
c. Executive Order 11988 – Floodplain Management
d. Executive Order 12372 – Intergovernmental Review of Federal Programs
e. Executive Order 12549 – Debarment and Suspension
f. Executive Order 12898 – Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations
g. Executive Order 13166 – Improving Access to Services for Persons With Limited English Proficiency
h. Executive Order 13985 – Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
i. Executive Order 14005 – Ensuring the Future is Made in All of America by All of America's Workers
j. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

**General Federal Regulations**

a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards – 2 C.F.R. Parts 200, 1201
b. Non-procurement Suspension and Debarment – 2 C.F.R. Parts 180, 1200
c. Investigative and Enforcement Procedures – 14 C.F.R. Part 13
d. Procedures for predetermination of wage rates – 29 C.F.R. Part 1

e. Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States – 29 C.F.R. Part 3
f. Labor standards provisions applicable to contracts governing federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act) – 29 C.F.R. Part 5
g. Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements) – 41 C.F.R. Parts 60, et seq.
h. New Restrictions on Lobbying – 49 C.F.R. Part 20
i. Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 – 49 C.F.R. Part 21
j. Uniform relocation assistance and real property acquisition for Federal and Federally assisted programs – 49 C.F.R. Part 24
k. Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance – 49 C.F.R. Part 25
l. Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance – 49 C.F.R. Part 27
m. DOT's implementation of DOJ's ADA Title II regulations compliance procedures for all programs, services, and regulatory activities relating to transportation under 28 C.F.R. Part 35
n. Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation – 49 C.F.R. Part 28
o. Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors – 49 C.F.R. Part 30
p. Governmentwide Requirements for Drug-Free Workplace (Financial Assistance) – 49 C.F.R. Part 32
q. DOT's implementing ADA regulations for transit services and transit vehicles, including the DOT's standards for accessible transportation facilities in Part 37, Appendix A – 49 C.F.R. Parts 37 and 38
r. Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs – 49 C.F.R. Part 26 (as applicable under section 18.3 of this agreement)

**Office of Management and Budget Circulars**

a. Any applicable OMB Circular based upon the specific FY 2022 Safe Streets and Roads for All Grant Recipient.

**Highway Federal Legislation**

a. Agreements relating to the use of an access to rights-of-way—Interstate System, 23 U.S.C. 111
b. Planning, 23 U.S.C. 134 and 135 (except for projects that are not regionally significant that do not receive funding under Title 23 or Chapter 53 of Title 49)
c. Tolls, 23 U.S.C. 301 (to the extent the recipient wishes to toll an existing free facility that has received Title 23 funds in the past); except as authorized by 23 U.S.C. 129 and 166.
d. Efficient Environmental Reviews - 23 U.S.C. 139

e. Policy on lands, wildlife and waterfowl refuges, and historic sites - 49 U.S.C. 303

**Federal Highway Regulations**

a. Planning – 23 C.F.R. Part 450 (except for projects that are not regionally significant that do not receive funding under Title 23 or Chapter 53 of Title 49)
b. National Highway System Design Standards – 23 C.F.R. Part 625
c. Location and Hydraulic Design of Encroachments on Flood Plains – 23 C.F.R. Part 650 Subpart A
d. Manual on Uniform Traffic Control Devices – 23 C.F.R. Part 655
e. Length, Width and Weight Limitations – 23 C.F.R. Part 658
f. Environmental Impact and Related Procedures – 23 C.F.R. Part 771
g. Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites (Section 4(f)) – 23 C.F.R. Part 774
h. Permitting Requirements under the National Pollutant Discharge Elimination System – 40 C.F.R. Part 122

Specific assurances required to be included in the FY 2022 Safe Streets and Roads for All Grant agreement by any of the above laws, regulations, or circulars are hereby incorporated by reference into this agreement.

# EXHIBIT B
# ADDITIONAL STANDARD TERMS

**TERM B.1**
**TITLE VI ASSURANCE**
**(Implementing Title VI of the Civil Rights Act of 1964, as amended)**

**ASSURANCE CONCERNING NONDISCRIMINATION IN FEDERALLY-ASSISTED PROGRAMS AND ACTIVITIES RECEIVING OR BENEFITING FROM FEDERAL FINANCIAL ASSISTANCE**

(Implementing the Rehabilitation Act of 1973, as amended, and the Americans With Disabilities Act, as amended)

49 C.F.R. Parts 21, 25, 27, 37 and 38

**The United States Department of Transportation (USDOT)**

**Standard Title VI/Non-Discrimination Assurances**

**DOT Order No. 1050.2A**

By signing and submitting the Technical Application and by entering into this agreement under the FY 2022 Safe Streets and Roads for All (SS4A) grant program, the Recipient **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Federal Highway Administration (FHWA), it is subject to and will comply with the following:

**Statutory/Regulatory Authorities**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

**General Assurances**

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

*"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," for which the Recipient receives Federal financial assistance from DOT, including the FHWA.*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

**Specific Assurances**

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted FY 2022 SS4A grant program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with the FY 2022 SS4A Grant and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

   *"The Recipient, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."*

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.

4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.

5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.

6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:

    a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

    a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
    b. the period during which the Recipient retains ownership or possession of the property.

9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Recipient also agrees to comply (and require any sub-recipients, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the FHWA. You must keep records, reports, and submit the material for review upon request to FHWA, or its designee in a timely,

complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Recipient gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the FY 2022 SS4A grant program. This ASSURANCE is binding on the Recipient, other recipients, sub-recipients, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the FY 2022 SS4A grant program.

## APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

    a. withholding payments to the contractor under the contract until the contractor complies; and/or
    b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant

thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## APPENDIX B

## CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Specific Assurance 4:

**NOW, THEREFORE,** the U.S. Department of Transportation as authorized by law and upon the condition that the Recipient will accept title to the lands and maintain the project constructed thereon in accordance with the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021), the Consolidated Appropriations Act, 2022, Pub. L. No. 117-103 (Mar. 15, 2022), 49 U.S.C. § 6702, the Regulations for the Administration of FY 2022 SS4A grant program, and the policies and procedures prescribed by the Federal Highway Administration (FHWA) of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

### (HABENDUM CLAUSE)

**TO HAVE AND TO HOLD** said lands and interests therein unto Recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the Recipient, its successors and assigns.

The Recipient, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the Recipient will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

## APPENDIX C

## CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Recipient pursuant to the provisions of Specific Assurance 7(a):

A. The (Recipient, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

    1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (Recipient, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

## APPENDIX D

## CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Recipient pursuant to the provisions of Specific Assurance 7(b):

A. The (Recipient, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (Recipient, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, Recipient will there upon revert to and vest in and become the absolute property of Recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

## APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

**Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 et seq).

## TERM B.2
## CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS

### 2 C.F.R. Parts 180 and 1200

These assurances and certifications are applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 C.F.R. Parts 180 and 1200.

By signing and submitting the Technical Application and by entering into this agreement under the FY 2022 SS4A grant program, the Recipient is providing the assurances and certifications for First Tier Participants and Lower Tier Participants in the FY 2022 SS4A Grant, as set out below.

**1. Instructions for Certification – First Tier Participants:**

a. The prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "civil judgment," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of

Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment, including a civil settlement, rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 C.F.R. Parts 180 and 1200)

a. The prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "civil settlement," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered

transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## TERM B.3
## REQUIREMENTS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW

As required by sections 744 and 745 of Title VII, Division E of the Consolidated Appropriations Act, 2023, Pub. L. No. 117-328 (Dec. 29, 2022), and implemented through USDOT Order 4200.6, the funds provided under this award shall not be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that:

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government.

The Recipient therefore agrees:

1. **Definitions.** For the purposes of this exhibit, the following definitions apply:

"**Covered Transaction**" means a transaction that uses any funds under this award and that is a contract, memorandum of understanding, cooperative agreement, grant, loan, or loan guarantee.

"**Felony Conviction**" means a conviction within the preceding 24 months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the United States Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. 3559.

"**Participant**" means the Recipient, an entity who submits a proposal for a Covered Transaction, or an entity who enters into a Covered Transaction.

"**Tax Delinquency**" means an unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2. **Mandatory Check in the System for Award Management.** Before entering a Covered Transaction with another entity, a Participant shall check the System for Award Management (the "**SAM**") at http://www.sam.gov/ for an entry describing that entity.

3. **Mandatory Certifications.** Before entering a Covered Transaction with another entity, a Participant shall require that entity to:

   (1) Certify whether the entity has a Tax Delinquency; and

   (2) Certify whether the entity has a Felony Conviction.

4 **Prohibition.** If

   (1) the SAM entry for an entity indicates that the entity has a Tax Delinquency or a Federal Conviction;

   (2) an entity provides an affirmative response to either certification in section 3; or

   (3) an entity's certification under section 3 was inaccurate when made or became inaccurate after being made

then a Participant shall not enter or continue a Covered Transaction with that entity unless the USDOT has determined in writing that suspension or debarment of that entity are not necessary to protect the interests of the Government.

5. **Mandatory Notice to the USDOT.**

   (a) If the SAM entry for a Participant indicates that the Participant has a Tax Delinquency or a Felony Conviction, the Recipient shall notify the USDOT in writing of that entry.

   (b) If a Participant provides an affirmative response to either certification in section 1, the Recipient shall notify the USDOT in writing of that affirmative response.

   (c) If the Recipient knows that a Participant's certification under section 1 was inaccurate when made or became inaccurate after being made, the Recipient shall notify the USDOT in writing of that inaccuracy.

6. **Flow Down.** For all Covered Transactions, including all tiers of subcontracts and subawards, the Recipient shall:

   (1) require the SAM check in section 2;

   (2) require the certifications in section 3;

   (3) include the prohibition in section 4; and

(4) require all Participants to notify the Recipient in writing of any information that would require the Recipient to notify the USDOT under section 5.

## TERM B.4
## RECIPIENT POLICY TO BAN TEXT MESSAGING WHILE DRIVING

(a) *Definitions.* The following definitions are intended to be consistent with the definitions in DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009) and Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009). For clarification purposes, they may expand upon the definitions in the executive order.

For the purpose of this Term B.4, "**Motor Vehicles**" means any vehicle, self-propelled or drawn by mechanical power, designed and operated principally for use on a local, State or Federal roadway, but does not include a military design motor vehicle or any other vehicle excluded under Federal Management Regulation 102-34-15.

For the purpose of this Term B.4, "**Driving**" means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic congestion, a traffic signal, a stop sign, another traffic control device, or otherwise. It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, "**Text messaging**" means reading from or entering data into any handheld or other electronic device (including, but not limited to, cell phones, navigational tools, laptop computers, or other electronic devices), including for the purpose of Short Message Service (SMS) texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless this practice is prohibited by State or local law. The term also does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, the "**Government**" includes the United States Government and State, local, and tribal governments at all levels.

(b) *Workplace Safety.* In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009) and DOT Order 3902.10, Text Messaging While
Driving (Dec. 30, 2009), the Recipient, subrecipients, contractors, and subcontractors are encouraged to:

(1) adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving—

(i) Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as—

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(c) *Subawards and Contracts.* To the extent permitted by law, the Recipient shall insert the substance of this exhibit, including this paragraph (c), in all subawards, contracts, and subcontracts under this award that exceed the micro-purchase threshold, other than contracts and subcontracts for the acquisition of commercially available off-the-shelf items.

# EXHIBIT C
# QUARTERLY PROJECT PROGRESS REPORTS AND RECERTIFICATIONS: FORMAT AND CONTENT

1. **Purpose**. The purpose of the Quarterly Project Progress Reports and Recertifications under this agreement for the FY 2022 SS4A grant program are to ensure that the project scope, schedule, and budget will be maintained to the maximum extent possible.

2. **Format and Content.** The Recipient shall produce a quarterly cost, schedule, and status report that contains the sections enumerated in the following list. At the discretion of the USDOT, modifications or additions can be made to produce a quarterly reporting format that will most effectively serve both the Recipient and the USDOT. Some projects will have a more extensive quarterly status than others. For smaller projects, the USDOT may determine that the content of the quarterly reports will be streamlined and project status meetings will be held on a less-frequent basis. The first quarterly progress report should include a detailed description and, where appropriate, drawings of the items funded.

   (a) **Project Overall Status.** This section provides an overall status of the project's scope, schedule and budget. The Recipient shall note and explain any deviations from the scope of work, the schedule, or the budget that are described in this agreement.

   (b) **Project Significant Activities and Issues.** This section provides highlights of key activities, accomplishments, and issues occurring on the project during the previous quarter. Activities and deliverables to be reported on should include meetings, audits and other reviews, design packages submitted, advertisements, awards, construction submittals, construction completion milestones, submittals related to any applicable Recovery Act requirements, media or Congressional inquiries, value engineering/constructability reviews, and other items of significance.

   (c) **Action Items/Outstanding Issues.** This section should draw attention to, and track the progress of, highly significant or sensitive issues requiring action and direction in order to resolve. The Recipient should include administrative items and outstanding issues that could have a significant or adverse effect on the project's scope, schedule, or budget. Status, responsible person(s), and due dates should be included for each action item/outstanding issue. Action items requiring action or direction should be included in the quarterly status meeting agenda. The action items/outstanding issues may be dropped from this section upon full implementation of the remedial action, and upon no further monitoring anticipated.

   (d) **Project Scope Overview.** The purpose of this section is to provide a further update regarding the project scope. If the original scope contained in the grant agreement is still accurate, this section can simply state that the scope is unchanged.

   (e) **Project Schedule.** An updated master program schedule reflecting the current status of the program activities should be included in this section. A Gantt (bar) type chart is probably the most appropriate for quarterly reporting purposes, with the ultimate

format to be agreed upon between the Recipient and the USDOT. It is imperative that the master program schedule be integrated, i.e., the individual contract milestones tied to each other, such that any delays occurring in one activity will be reflected throughout the entire program schedule, with a realistic completion date being reported. Narratives, tables, and/or graphs should accompany the updated master program schedule, basically detailing the current schedule status, delays and potential exposures, and recovery efforts. The following information should also be included:

- Current overall project completion percentage vs. latest plan percentage.
- Completion percentages vs. latest plan percentages for major activities such as right-of-way, major or critical design contracts, major or critical construction contracts, and significant force accounts or task orders. A schedule status description should also be included for each of these major or critical elements.
- Any delays or potential exposures to milestone and final completion dates. The delays and exposures should be quantified, and overall schedule impacts assessed. The reasons for the delays and exposures should be explained, and initiatives being analyzed or implemented in order to recover the schedule should be detailed.

**(f) Project Cost.** An updated cost spreadsheet reflecting the current forecasted cost vs. the latest approved budget vs. the baseline budget should be included in this section. One way to track project cost is to show: (1) Baseline Budget, (2) Latest Approved Budget, (3) Current Forecasted Cost Estimate, (4) Expenditures or Commitments to Date, and (5) Variance between Current Forecasted Cost and Latest Approved Budget. Line items should include all significant cost centers, such as prior costs, right-of-way, preliminary engineering, environmental mitigation, general engineering consultant, section design contracts, construction administration, utilities, construction packages, force accounts/task orders, wrap-up insurance, construction contingencies, management contingencies, and other contingencies. The line items can be broken-up in enough detail such that specific areas of cost change can be sufficiently tracked and future improvements made to the overall cost estimating methodology. A Program Total line should be included at the bottom of the spreadsheet. Narratives, tables, and/or graphs should accompany the updated cost spreadsheet, basically detailing the current cost status, reasons for cost deviations, impacts of cost overruns, and efforts to mitigate cost overruns. The following information should be provided:

- Reasons for each line item deviation from the approved budget, impacts resulting from the deviations, and initiatives being analyzed or implemented in order to recover any cost overruns.

- Transfer of costs to and from contingency line items, and reasons supporting the transfers.

- Speculative cost changes that potentially may develop in the future, a quantified dollar range for each potential cost change, and the current status of the speculative change. Also, a comparison analysis to the available contingency amounts should be included, showing that reasonable and sufficient amounts of contingency remain to keep the project within the latest approved budget.

- Detailed cost breakdown of the general engineering consultant (GEC) services (if applicable), including such line items as contract amounts, task orders issued (amounts), balance remaining for tasks, and accrued (billable) costs.

- Federal obligations and/or disbursements for the project, compared to planned obligations and disbursements.

**(g) Federal Financial Report (SF-425).** The Federal Financial Report (SF-425) is a financial reporting form used throughout the Federal Government Grant system. Recipients shall complete this form and attach it to each quarterly Project Progress and Monitoring Report. The form is available at https://www.grants.gov/forms/post-award-reporting-forms.html.

**(h) Certifications.**

i. A certification that the Recipient is in compliance with 2 C.F.R. 200.303 (Internal Controls) and 2 C.F.R. Part 200, Subpart F (Audit Requirements).

ii. The certification required under 2 C.F.R. 200.415(a).

## EXHIBIT D
## FORM FOR SUBSEQUENT OBLIGATION OF FUNDS

The USDOT and **[recipient name]** entered a grant agreement for the **[project name]** that was executed by the USDOT on **[date of USDOT signature on original agreement]** (the "**Agreement**").

This instrument obligates **[$XXX]** for **[insert portion of project listed in the Agreement]**.

**[Recipient name]** states that:

(1) the Agreement accurately describe the Project's activities;

(2) for each completion date listed in the Agreement, the Recipient's estimate for that milestone is not more than six months after the date listed in the Agreement;

(3) comparing the Project's current budget with the amounts listed in the Agreement, the "Non-Federal Funds" amount has not decreased and the total eligible project costs amount has not decreased; and

(4) under the terms of article 21 of the General Terms and Conditions, the Recipient is not presently required to request a modification to the Agreement.

**[Recipient name]** acknowledges that USDOT is acting in reliance on the Recipient's statements above.

July 12, 2023
Date

By: Nicholas Gradisar
Signature of Recipient's Authorized Representative

**[insert name]** Nicholas Gradisar
Name

**[insert title]** Mayor
Title

The USDOT has determined that all applicable Federal requirements for obligating these funds are satisfied.

_____ By: _____

Date

Signature of USDOT's Authorized Representative

**[insert name]**

Name

**[insert title]**

Title

GRANT CERTIFICATION

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

Re: Safe Streets 4 All – SS4A Planning Grant

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

By:  Date 3/31/2026

Name (print): Kelly Grisham

Title: Project Coordinator

**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** April 13, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Greg Pedroza, Director Aviation

SUBJECT: AN ORDINANCE APPROVING A RESTAURANT LEASE AGREEMENT BETWEEN THE CITY OF PUEBLO, COLORADO, A COLORADO MUNICIPAL CORPORATION, AND SOCO FRONTIER ENTERPRISES LLC FOR RESTAURANT OPERATIONS AT PUEBLO MEMORIAL AIRPORT, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

## SUMMARY:

The attached Ordinance approves a Restaurant Lease Agreement (the "Agreement") between the City of Pueblo, Colorado, and SoCo Frontier Enterprises LLC, a Colorado limited liability company, for the operation of a restaurant and food service establishment in the Pueblo Memorial Airport terminal building. The Agreement provides for a three-year initial term commencing May 1, 2026, and expiring April 30, 2029. Base rent escalates from $500.00 per month for the first six months, to $800.00 per month for months seven through twelve, to $1,000.00 per month for the remainder of the initial term. SoCo Frontier Enterprises LLC will pay all telephone, internet, television streaming service, electric and natural gas utility charges, and trash removal costs attributable to the restaurant; the City will continue to pay water and sewer.

## PREVIOUS COUNCIL ACTION:

From time to time, the City has entered into lease agreement with outside entities for the operation of a restaurant in the Pueblo Memorial Airport terminal building. The restaurant premises are currently vacant.

## BACKGROUND:

Inside the Pueblo Memorial Airport terminal building is an area approximately 4,000-square-foot which includes a restaurant and kitchen space. Providing food and beverage service to travelers, Airport employees, and the general public at the terminal is consistent with the Airport's obligation to maintain a functional, public-serving facility. Section 3-1-2(c), P.M.C., requires that any commercial operation at the Airport be conducted under a written contract, lease, or permit with the City.

The City solicited proposals for a restaurant operator and received two submissions. A five-person selection panel, comprising the Director of Aviation, a representative of the Pueblo Chamber of Commerce, an Airport fueling station operator, a general aviation representative, and an Airport Advisory Committee representative, conducted interviews with both proposers. The panel unanimously selected SoCo Frontier Enterprises LLC. SoCo Frontier Enterprises LLC submitted a business-oriented proposal consistent with the Airport's vision for the space.

The key terms of the Agreement are as follows: (a) the leased premises consist of approximately 4,000 square feet, including approximately 2,600 square feet of indoor and outdoor dining area and approximately 1,400 square feet of kitchen space, in the terminal building, accepted by the lessee in its current as-is condition; (b) the initial term is three years, commencing May 1, 2026, with up to two additional three-year renewal periods available by mutual written agreement; (c) base rent is $500.00 per month for months one through six, $800.00 per month for months seven through twelve, and $1,000.00 per month for month thirteen and thereafter through the end of the initial term; (d) the lessee pays telephone, internet, television streaming service, electric and natural gas utilities, and trash removal; and (e) the lessee must operate a minimum of seven days per week, no fewer than eight hours per day.

**FINANCIAL IMPLICATIONS:**

The Agreement will generate rental revenue to the City as follows: $3,000.00 for months one through six (6 months at $500.00); $4,800.00 for months seven through twelve (6 months at $800.00); and $24,000.00 for months thirteen through thirty-six (24 months at $1,000.00), for a total of $31,800.00 over the three-year initial term. In addition, SoCo Frontier Enterprises LLC will pay a $2,000.00 security deposit upon execution, returnable at the end of the Agreement less any amounts applied to unpaid rent or damages. The Lessee's assumption of telephone, internet, streaming service, electric and natural gas utility costs, and trash removal will relieve the City of those charges for the duration of the Agreement. There are no expenditures required of the City to implement this Agreement.

**BOARD/COMMISSION RECOMMENDATION:**

A five-person selection panel unanimously recommended SoCo Frontier Enterprises LLC following a competitive proposal process and panel interviews.

**STAKEHOLDER PROCESS:**

The City solicited proposals for the Airport restaurant operation and received two submissions. Both proposers were invited to present before the selection panel.

**ALTERNATIVES:**

If this Ordinance is not approved, the Agreement will not be executed, the restaurant space will remain vacant, and the City will forgo rental revenue of up to $31,800.00 over the three-year initial term. Travelers, Airport employees, and the general public will continue to be without food and beverage service in the Airport terminal.

**RECOMMENDATION:**

Approve the Ordinance.

**ATTACHMENTS:**

1. Restauant 2026 05 01 LEASE AGREEMENT

ORDINANCE NO.

AN ORDINANCE APPROVING A RESTAURANT LEASE AGREEMENT BETWEEN THE CITY OF PUEBLO, COLORADO, A COLORADO MUNICIPAL CORPORATION, AND SOCO FRONTIER ENTERPRISES LLC FOR RESTAURANT OPERATIONS AT PUEBLO MEMORIAL AIRPORT, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, the City of Pueblo is a home rule municipality organized and existing under Article XX of the Colorado Constitution, which vests in home rule municipalities plenary authority over matters of local concern, including the ownership, operation, and regulation of municipal airports; and

WHEREAS, the City owns and operates Pueblo Memorial Airport, located at 31201 Bryan Circle, Pueblo, Colorado; and

WHEREAS, Section 3-1-2(c) of the Pueblo Municipal Code requires that all commercial operations at the Airport be conducted pursuant to a written contract, lease, or permit with the City; and

WHEREAS, the City conducted a competitive proposal process for the operation of a restaurant in the Airport terminal building, and following a panel interview process unanimously selected SoCo Frontier Enterprises LLC as the restaurant operator; and

WHEREAS, the City desires to approve the Restaurant Lease Agreement with SoCo Frontier Enterprises LLC to provide food and beverage service to travelers, Airport employees, and the general public at the Airport terminal; NOW, THEREFORE,

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

SECTION 1.

The Restaurant Lease Agreement (the "Agreement") between the City of Pueblo, Colorado, and SoCo Frontier Enterprises LLC, a Colorado limited liability company, for the operation of a restaurant at Pueblo Memorial Airport, 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 the Agreement in the name of the City, and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 3.

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

SECTION 4.

This Ordinance shall become effective immediately after final action by the Mayor.

**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

# RESTAURANT LEASE AGREEMENT

**Pueblo Memorial Airport Terminal**

between

**CITY OF PUEBLO, COLORADO**

and

**SOCO FRONTIER ENTERPRISES LLC**

THIS RESTAURANT LEASE AGREEMENT ("**Agreement**") is entered into as of the date last signed below, by and between the City of Pueblo, a Colorado home rule municipality ("**City**"), and SoCo Frontier Enterprises LLC, a Colorado limited liability company ("**Lessee**").

## RECITALS

A. The City owns and operates Pueblo Memorial Airport ("**Airport**"), located at 31201 Bryan Circle, Pueblo, Colorado 81001.

B. The City desires to provide food and beverage service to travelers, Airport employees, and the general public within the Airport terminal building.

C. Lessee desires to lease space in the Airport terminal to operate a restaurant and food service establishment.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the City and Lessee agree as follows:

## ARTICLE 1. LEASED PREMISES

**1.1. Leased Premises.** The City leases to Lessee, and Lessee leases from the City, the restaurant space located in the Pueblo Memorial Airport terminal building, consisting of approximately 4,000 square feet, including approximately 2,600 square feet of indoor and outdoor dining area and approximately 1,400 square feet of kitchen space, as depicted on Exhibit A attached to this Agreement (the "**Leased Premises**").

**1.2. Common Areas.** Lessee and its employees, customers, and invitees shall have the non-exclusive right to use the common areas of the Airport terminal, including restrooms, hallways, and parking areas, subject to the Airport Rules and Regulations adopted by the Director of Aviation. Lessee shall not place or install racks, stands, trade fixtures, pedestal signs, or displays of products outside of the boundaries of the Leased Premises without the prior written approval of the Director of Aviation.

**1.3. Condition of Leased Premises.** Lessee accepts the Leased Premises in their current "as-is" condition. Lessee has inspected the Leased Premises and acknowledges that the City makes no representation or warranty regarding the condition of the Leased Premises or their fitness for any particular purpose. Lessee will perform the following work at Lessee's sole expense prior to or promptly after commencing operations: deep cleaning of the kitchen area, cleaning of the carpet, and repainting of the Leased Premises.

**1.4. Parking.** Lessee's employees shall have the right to use employee parking areas designated by the Director of Aviation, in common with other Airport employees and tenants. Employee vehicles shall not be parked in passenger drop-off areas, loading zones, or other areas designated for passenger or public use. At the sole discretion of the Director of Aviation, the City may designate one (1) parking space adjacent to the restaurant entrance for Lessee's use; any such designation may be modified or withdrawn by the Director of Aviation upon thirty (30) days' written notice.

**1.5. Non-Exclusive Use of Additional Terminal Spaces.** Subject to availability and the operational needs of the Airport, the City may permit Lessee to reserve and use the Airport Training Classroom and Conference Room located within the terminal building on a per-use, non-exclusive basis. Use of these spaces is not included in the rent payable under Section 3.1 and shall be subject to a per-use fee established by the Director of Aviation. Lessee shall request use of these spaces through Airport Administration at least seventy-two (72) hours in advance. The City makes no representation regarding the availability of these spaces and reserves the right to deny any request that conflicts with Airport operations, security requirements, or other scheduled uses. Nothing in this Section creates a tenancy or leasehold interest in the Training Classroom or Conference Room, and any use of these spaces by Lessee shall be subject to the Airport Rules and Regulations and such additional conditions as the Director of Aviation may impose.

## ARTICLE 2. TERM

**2.1. Initial Term.** The initial term of this Agreement shall be three (3) years, commencing on May 1, 2026 (the "**Commencement Date**") and expiring on April 30, 2029, unless sooner terminated as provided in this Agreement.

**2.2. Renewal.** This Agreement may be renewed for up to two (2) additional three-year periods upon mutual written agreement of the parties, executed at least sixty (60) days before the expiration of the then-current term. Renewal terms shall be on the same terms and conditions except that rent for any renewal period shall be negotiated in good faith by the parties.

**2.3. Holding Over.** If Lessee remains in possession of the Leased Premises after expiration of the term without a written renewal, the tenancy shall become a month-to-month tenancy at the rent then in effect, terminable by either party upon thirty (30) days' written notice.

**2.4. Airport Construction and Temporary Closure.**

(a) Lessee acknowledges that the City intends to undertake construction, remodeling, and improvement work at the Airport during the term of this Agreement, and that such work may temporarily disrupt, limit, or prevent Lessee's operations at the Leased Premises. Lessee agrees that no liability shall attach to the City, its officers, employees, agents, or contractors for any inconvenience, interruption of business, or loss of revenue resulting from such construction, provided that this waiver shall not extend to claims for physical damage to Lessee's property caused by the negligence or willful misconduct of the City, its employees, agents, or contractors.

(b) If construction requires temporary closure of the Leased Premises or renders the Leased Premises unusable for restaurant operations for any period exceeding seven (7) consecutive days, the City shall provide Lessee with at least thirty (30) days' advance written notice (or such shorter notice as circumstances reasonably permit). During any period in which the Leased Premises are closed or rendered unusable due to City construction, Lessee's obligation to pay rent under Section 3.1 shall be abated

proportionally to the period of closure. Lessee shall remain responsible for maintaining its insurance coverage during any closure period.

(c) If construction requires closure of the Leased Premises for a continuous period exceeding thirty (30) days, either party may terminate this Agreement upon fourteen (14) days' written notice, without penalty to either party. Upon such termination, Lessee shall remove its personal property and equipment from the Leased Premises within thirty (30) days and shall have no further obligation to pay rent.

(d) The City shall use reasonable efforts to minimize disruption to Lessee's operations during construction and to provide Lessee with advance notice of construction schedules and anticipated impacts. Nothing in this Section obligates the City to delay, modify, or curtail any construction activity.

**2.5. Waiver of Relocation Benefits.** Lessee acknowledges that Lessee's occupancy of the Leased Premises is subject to disruption, relocation, or termination due to Airport construction as described in Section 2.4. To the extent permitted by law, Lessee waives any claim to relocation assistance benefits under the Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 U.S.C. Section 4601 *et seq*., or any similar federal, state, or local law, arising from any temporary or permanent displacement of Lessee's operations due to Airport construction. This waiver is given in consideration of the rent abatement provisions of Section 2.4(b) and the termination rights of Section 2.4(c).

**2.6. Temporary Closure of Access Routes.** The City may temporarily close, restrict, or reroute vehicular or pedestrian access routes serving the Airport terminal building, including roadways, drop-off areas, and pedestrian walkways, for construction, maintenance, security, emergency response, or other operational purposes. The City shall provide Lessee with not less than seven (7) days' prior written notice of any planned closure or restriction that is reasonably expected to materially affect customer or delivery access to the Leased Premises, except that no advance notice is required in the event of an emergency. Temporary closure or restriction of access routes shall not constitute a default by the City or a breach of the covenant of quiet enjoyment under Section 10.10, provided that reasonable alternative means of pedestrian access to the Leased Premises remain available. If a closure or restriction eliminates all reasonable pedestrian access to the Leased Premises for a continuous period exceeding seven (7) consecutive days, Lessee's rent obligation under Section 3.1 shall be abated proportionally for the duration of such period. The City shall use reasonable efforts to minimize disruption to Lessee's operations during any planned closure.

## ARTICLE 3. RENT AND UTILITIES

**3.1. Base Rent.** Lessee shall pay the City base rent as follows:

(a) Months 1 through 6: Five Hundred Dollars ($500.00) per month;

(b) Months 7 through 12: Eight Hundred Dollars ($800.00) per month;

(c) Month 13 and thereafter for the remainder of the initial term: One Thousand Dollars ($1,000.00) per month.

**3.2. Payment.** Rent is due on the first day of each month, without demand, deduction, or setoff. Payments shall be made to the City of Pueblo, Airport Administration, 31201 Bryan Circle, Suite 200, Pueblo, Colorado 81001, or to such other address as the City may designate in writing. In all cases where Lessee is required by this Agreement to pay any rentals, rates, fees, or other charges, or to make other payments to the City, such payments shall be made in United States

Dollars by cash, wire transfer, electronic funds transfer (if available), or check payable to the City of Pueblo. Checks issued with insufficient funds or otherwise returned by the issuing bank may be treated as late payments and subject to the late fee and interest provided in Section 3.3. Lessee shall reimburse the City for any fee charged to the City by its financial institution in connection with a returned or dishonored check, not to exceed the actual additional cost incurred by the City in processing the returned item.

**3.3. Late Payment.** If rent is not received within ten (10) days after the due date, Lessee shall pay a late fee of Fifty Dollars ($50.00). Payments not received within thirty (30) days of the due date shall accrue interest at the rate of eight percent (8%) per annum on the unpaid balance until paid in full.

**3.4. Utilities.** Lessee shall pay all telephone, internet, television streaming service, electric and natural gas utility charges attributable to the Leased Premises, and the cost of trash removal from the Leased Premises. If the Leased Premises are not separately metered, the City and Lessee shall agree on a reasonable method of allocating utility costs, which may include sub-metering installed at Lessee's expense or a fixed monthly allocation based on estimated usage. Lessee shall not be responsible for water or sewer, which shall remain the City's responsibility as part of the terminal building operations.

**3.5. Security Deposit.** Upon execution of this Agreement, Lessee shall deposit with the City the sum of Two Thousand Dollars ($2,000.00) as a security deposit (the "**Security Deposit**"). The Security Deposit shall be held by the City without obligation to pay interest. Upon expiration or termination of this Agreement, the City shall return the Security Deposit to Lessee within sixty (60) days, less any amounts applied to: (a) unpaid rent or other charges due under this Agreement; (b) the cost of repairing damage to the Leased Premises caused by Lessee beyond normal wear and tear; or (c) any other amounts owed by Lessee to the City under this Agreement. The City shall provide Lessee with a written accounting of any amounts deducted from the Security Deposit.

**3.6. Rent Credit for Improvements to City Property.**

(a) If Lessee, at its own expense, makes repairs, replacements, or improvements to City-owned property on the Leased Premises (including the City Equipment, if any, and permanent building elements such as flooring, wall surfaces, or plumbing fixtures), the City may, in the City's sole and absolute discretion, reimburse Lessee for the actual documented cost of such repairs, replacements, or improvements by issuing Lessee a credit against Lessee's rental obligation under Section 3.1.

(b) To obtain any such credit, Lessee must provide the City with: (i) receipts, cancelled checks, or other documentation sufficient to demonstrate the actual cost incurred by Lessee; (ii) lien waivers from all contractors, subcontractors, and materialmen entitled to payment in connection with the work; and (iii) photographs or other evidence of the completed work. No credit shall be issued for work performed without the prior written approval of the Director of Aviation.

(c) The total amount of rent credits issued under this Section shall not exceed the equivalent of six (6) months of rent at the rate then in effect. Rent credits shall be applied to future monthly rent payments and shall not be paid in cash. If this Agreement terminates before the full credit has been applied, Lessee shall have no claim against the City for the unused balance.

## ARTICLE 4. USE OF PREMISES

**4.1. Permitted Use.** Lessee shall use the Leased Premises solely for the operation of a restaurant and food service establishment, including the preparation, sale, and service of food and beverages to the public. Catering services incidental to the restaurant operation and the retail sale of merchandise and convenience items typically found at a newsstand or convenience store are also permitted uses under this Agreement. Lessee shall not use the Leased Premises for any other purpose without the prior written consent of the Director of Aviation.

**4.2. Hours of Operation.**

(a) Lessee shall operate the restaurant at the Leased Premises a minimum of seven (7) days per week, no fewer than eight (8) hours per day, at times established in consultation with the Director of Aviation. Lessee shall post its hours of operation at the entrance to the Leased Premises.

(b) The Director of Aviation may approve reduced hours during periods of low Airport activity, seasonal adjustments, or other circumstances that warrant a temporary deviation from the minimum. Any such approval shall be in writing and shall specify the duration of the reduced schedule.

(c) No change to the posted hours of operation shall take effect without the prior written approval of the Director of Aviation.

(d) Lessee shall be responsible for maintaining accurate and current hours of operation on all publicly accessible websites, web search listings, and social media pages associated with the restaurant. Changes to posted hours shall be reflected on digital platforms at least twenty-four (24) hours before the change takes effect. Planned closures for holidays or other special circumstances shall be posted at least thirty (30) days in advance whenever practicable, in order to provide reasonable notice to the traveling public. Lessee shall establish and maintain accurate business listings for the restaurant on Google Business Profile, Yelp, and any other publicly accessible business directory platform reasonably designated by the Director of Aviation. Such listings shall reflect the restaurant's current name, address, hours of operation, and contact information at all times. Lessee shall update any such listing within forty-eight (48) hours of any change to the information contained therein.

**4.3. Licenses and Permits.** Lessee shall obtain and maintain, at Lessee's sole expense, all licenses, permits, and approvals required for the operation of a food service establishment, including any required by the Pueblo City-County Health Department, the Colorado Department of Revenue, the City of Pueblo, and any other federal, state, or local authority. Lessee shall provide the City with copies of all such licenses and permits upon request.

**4.4. Quality of Service.** Lessee shall operate a clean, professional food service establishment. All customers shall receive prompt, attentive, and courteous service. Lessee shall maintain sufficient staff to ensure consistent compliance with the minimum hours of operation required by Section 4.2. Lessee's employees shall wear clean, identifiable uniforms while on duty at the Leased Premises. The design and color of uniforms shall be subject to the prior written approval of the Director of Aviation, which approval shall not be unreasonably withheld. All food and beverages shall be prepared, stored, and served in compliance with applicable health and safety regulations. Lessee shall maintain the Leased Premises in a clean, sanitary, and orderly condition

at all times. Food packaged for carryout must be enclosed in leakproof packaging capable of being screened at a TSA security checkpoint if requested by the purchaser.

**4.5. Menu Approval.** Lessee shall submit its initial menu and pricing to the Director of Aviation for review prior to commencing operations. Lessee shall maintain reasonable pricing consistent with comparable local restaurants. The Director of Aviation may request reasonable adjustments to the menu or pricing if the Director of Aviation reasonably determines, based on passenger or staff feedback, health or safety findings, or comparable market data, that the pricing, menu selection, food, beverage, or merchandise is not adequately meeting the service needs of the Airport and its users.

**4.6. Concession Rights.** The rights granted under this Agreement are non-exclusive. The City reserves the right to permit other food and beverage vendors on Airport property, including vending machines, catering services, and temporary vendors for special events.

**4.7. Alcoholic Beverages.** Lessee shall not sell, serve, or permit the consumption of alcoholic beverages on the Leased Premises without the prior written consent of the Director of Aviation. If the City consents to alcohol service, Lessee shall, at Lessee's sole expense:

(a) Obtain and maintain a valid liquor license issued by the appropriate Colorado licensing authority in compliance with the Colorado Liquor Code, C.R.S. Title 44, Article 3, and all applicable regulations thereunder;

(b) Comply with all federal, state, and local laws governing the sale and service of alcoholic beverages;

(c) Procure and maintain liquor liability insurance with limits of not less than $1,000,000 per occurrence, naming the City of Pueblo as an additional insured; and

(d) Immediately notify the City of any suspension, revocation, or non-renewal of Lessee's liquor license. The suspension or revocation of Lessee's liquor license shall, at the City's option, constitute grounds for revocation of the City's consent to alcohol service or an event of default under Section 9.1(d).

**4.8. Health Department Inspections.** Lessee shall provide the City with copies of all Pueblo City-County Health Department inspection reports within five (5) business days of Lessee's receipt. If Lessee receives a critical violation on any inspection, Lessee shall submit a written corrective action plan to the Director of Aviation within ten (10) business days and shall complete corrective action within the timeframe specified by the Health Department. Two or more critical violations within any twelve-month period shall constitute an event of default under Section 9.1(e).

**4.9. Accepted Forms of Payment.** Lessee shall accept cash and at least three (3) major credit cards for all purchases. Lessee may assess a credit card surcharge; provided, however, that Lessee shall display clear and conspicuous signage disclosing the surcharge amount in the same location as any signage indicating that credit cards are accepted.

**4.10. Prompt Answering of Telephone Calls.** Lessee shall maintain a continuously working telephone number for the restaurant and shall promptly answer all telephone calls during posted operating hours.

**4.11. Monthly Performance Reports.** By the tenth (10th) day of each calendar month, Lessee shall submit to the Director of Aviation a Monthly Performance Report reflecting gross food and beverage sales receipts, excluding all applicable taxes, for the preceding calendar month. Monthly

Performance Reports shall be prepared on a form provided by the Director of Aviation. The City shall keep Monthly Performance Reports confidential to the extent permitted by the Colorado Open Records Act, C.R.S. § 24-72-201, *et seq*. Failure to submit a Monthly Performance Report within five (5) days after written notice from the City that a report is past due shall constitute an event of default under Section 9.1(e). The City reserves the right to audit Lessee's sales records on reasonable notice to verify the accuracy of any Monthly Performance Report.

**4.12. Service Conflicts with Other Airport Tenants.** In the event of a dispute between Lessee and any other Airport tenant regarding duplication or overlap of food, beverage, or related services offered at the Airport, either party to the dispute may request that the Director of Aviation facilitate a resolution. The Director of Aviation shall meet with the affected tenants, consider the Airport's operational interests and the terms of each tenant's lease, and issue a written recommendation within thirty (30) days of the request. If the dispute is not resolved by the Director's recommendation, the Director of Aviation shall make a final written determination. Lessee agrees to be bound by the Director's final determination to the extent it requires Lessee to discontinue offering services that directly duplicate services provided under a subsequent lease or permit issued by the City; provided, however, that the Director's authority under this Section shall not require Lessee to discontinue any food or beverage service that was part of Lessee's operations as of the Commencement Date of this Agreement, nor shall any determination under this Section be applied in a manner that is arbitrary, capricious, or inconsistent with the City's obligations under applicable federal law.

**4.13. Deliveries and Vendor Access.** Lessee shall provide the Director of Aviation with a current delivery schedule identifying anticipated delivery days and times, and shall give advance notice of any material change to that schedule. Delivery vehicles shall not park in front of the terminal building entrance or in passenger drop-off areas for any period exceeding the time reasonably necessary for expedited loading and unloading. Lessee shall ensure that all delivery personnel comply with applicable Airport access and security requirements.

**4.14. Liquidated Damages for Operating Hours Violations.** The parties acknowledge that the exact damages sustained by the City from Lessee's failure to maintain the hours of operation required by Section 4.2 are difficult to determine with certainty, but that such failures are reasonably anticipated to cause inconvenience to the traveling public and adversely affect Airport operations. Accordingly, the parties agree that the sum of One Hundred Dollars ($100.00) per occurrence is a reasonable estimate of the City's probable damages for each such violation, and not a penalty. For purposes of this Section, an "occurrence" means any of the following: (a) failure to open for business on any day the restaurant is required to be open; (b) opening more than fifteen (15) minutes after the posted opening time without prior written approval from the Director of Aviation; or (c) closing more than fifteen (15) minutes before the posted closing time without prior written approval from the Director of Aviation. Liquidated damages under this Section are due and payable within thirty (30) days of the City's written notice identifying the occurrence. The City's right to collect liquidated damages under this Section does not limit the City's right to pursue any other remedy available under this Agreement or at law, including the right to treat repeated or persistent violations as an event of default under Section 9.1(e).

## ARTICLE 5. IMPROVEMENTS AND EQUIPMENT

**5.1. Lessee's Equipment.** Lessee shall furnish, at Lessee's sole expense, all kitchen equipment, fixtures, furniture, and supplies necessary for the operation of the restaurant, except as otherwise identified in Exhibit B and subject to Section 5.5. All equipment brought onto the Leased Premises

by Lessee shall remain Lessee's personal property and shall be removed by Lessee upon termination of this Agreement.

**5.2. Alterations.** Lessee shall not make any structural alterations, additions, or improvements to the Leased Premises without the prior written approval of the Director of Aviation. Requests for approval shall be submitted in writing and shall include a description of the proposed work, estimated cost, and any plans or specifications. Approval shall not be unreasonably withheld for non-structural improvements that enhance the Leased Premises.

**5.3. Removal and Restoration.** Upon expiration or termination of this Agreement, Lessee shall remove all of Lessee's personal property, equipment, and trade fixtures from the Leased Premises and shall restore the Leased Premises to their original condition, reasonable wear and tear excepted. Any property not removed within thirty (30) days after termination shall be deemed abandoned and may be disposed of by the City at Lessee's expense.

**5.4. No Liens on City Property.** Lessee shall not permit any mechanic's lien, materialman's lien, or other lien to be filed against the City's real property or the Airport terminal building on account of work performed, materials furnished, or obligations incurred by or at the direction of Lessee. If any such lien is filed, Lessee shall cause it to be released, discharged, or bonded over in an amount and with a surety satisfactory to the City within thirty (30) days after notice of filing. If Lessee fails to do so, the City may take such action as it deems necessary to release the lien, and Lessee shall reimburse the City for all costs incurred, including reasonable attorney fees, within thirty (30) days of receiving an invoice.

**5.5. City-Owned Equipment.**

(a) The City owns certain equipment located on the Leased Premises as identified in Exhibit B attached to this Agreement (the "**City Equipment**"). Lessee shall have the right to use the City Equipment in the operation of its restaurant business at the Leased Premises. All City Equipment shall remain the property of the City.

(b) Lessee shall be responsible for all maintenance, repair, and replacement of the City Equipment during the term of this Agreement. Lessee shall maintain the City Equipment in good working condition and shall return the City Equipment to the City upon expiration or termination of this Agreement in good and working condition, reasonable wear and tear excepted.

(c) Any equipment or improvements installed by Lessee that are permanently affixed to the Leased Premises (as distinguished from Lessee's removable trade fixtures and personal property under Section 5.1) shall become the property of the City upon installation. Lessee's removable trade fixtures, furniture, and personal property shall remain the property of Lessee and shall be removed in accordance with Section 5.3.

## ARTICLE 6. MAINTENANCE AND REPAIRS

**6.1. Lessee's Obligations.** Lessee shall maintain the interior of the Leased Premises in good, clean, and sanitary condition, including all non-structural elements such as flooring, wall surfaces, ceiling tiles, light fixtures, and plumbing fixtures within the Leased Premises. Lessee shall promptly repair any damage caused by Lessee, its employees, customers, or invitees.

**6.2. City's Obligations.** The City shall maintain the structural elements of the terminal building, including the roof, exterior walls, foundation, patio irrigation, and building systems (HVAC, plumbing, and electrical) serving the terminal generally, except to the extent that damage is

caused by Lessee's acts or omissions. The City's maintenance obligations under this Section include the heating, ventilation, and air conditioning systems serving the Leased Premises, including any evaporative air cooler unit currently installed at the Leased Premises as of the Commencement Date.

**6.3. Failure to Maintain.** If Lessee fails to maintain the Leased Premises as required by this Article after ten (10) days' written notice from the City (or immediately in the case of a health or safety hazard), the City may perform the necessary maintenance and Lessee shall reimburse the City for all reasonable costs within thirty (30) days of receiving an invoice.

**6.4. Environmental and Hazardous Materials.**

(a) Lessee shall not use, generate, store, release, or dispose of any hazardous or regulated substance on or about the Leased Premises except for those substances ordinarily used in the operation of a restaurant (including cooking oils, cleaning agents, and similar materials), and then only in quantities reasonably necessary for such operations and in full compliance with all applicable federal, state, and local environmental laws and regulations.

(b) Lessee shall properly maintain all grease traps, grease interceptors, and grease disposal systems serving the Leased Premises in compliance with the Pueblo Municipal Code and the requirements of the Pueblo Wastewater Utility. Lessee shall arrange for regular grease trap cleaning and shall maintain records of all cleaning and disposal, which shall be made available to the City upon request.

(c) Lessee shall indemnify, defend, and hold harmless the City from and against all claims, damages, fines, penalties, losses, and expenses (including reasonable attorney fees) arising out of or resulting from any environmental contamination of the Leased Premises, the terminal building, or adjacent areas caused by Lessee's operations or by Lessee's failure to comply with this Section. This indemnification obligation shall survive the expiration or termination of this Agreement.

**6.5. Kitchen Fire Suppression and Exhaust Maintenance.** Lessee shall maintain the kitchen exhaust hood, ductwork, and fire suppression system serving the Leased Premises in compliance with NFPA 96 (Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations) or its successor standard. Lessee shall have the kitchen exhaust hood and ductwork professionally cleaned not less than semi-annually (or more frequently as required by the volume of cooking operations) and shall have the fire suppression system inspected and serviced not less than semi-annually by a licensed contractor. Lessee shall provide the City with copies of all cleaning and inspection certificates within ten (10) days of receipt. Failure to maintain current kitchen fire suppression and exhaust cleaning certifications shall constitute an event of default under Section 9.1(e).

**6.6. Pest Control.** Lessee shall maintain, at Lessee's sole expense, a pest control service for the Leased Premises under contract with a licensed pest control provider. Lessee shall notify the City immediately upon discovery of any pest infestation on the Leased Premises. If Lessee fails to maintain pest control and the City incurs pest remediation costs in adjacent terminal areas that are attributable to Lessee's operations, Lessee shall reimburse the City for all such costs within thirty (30) days of receiving an invoice.

**6.7. City's Right to Require Appearance Improvements.** The City reserves the right to require Lessee to make reasonable adjustments or improvements to the interior appearance of the

Leased Premises or the quality of service provided at the Leased Premises, in order to maintain standards consistent with the Airport terminal environment. Any such requirement shall be communicated in writing by the Director of Aviation and shall specify the nature of the adjustment or improvement and a reasonable timeframe for completion. Lessee shall complete such adjustments or improvements at Lessee's expense; provided, however, that if the required improvement constitutes a capital improvement to City-owned property with a cost exceeding One Thousand Dollars ($1,000.00), Lessee may request a rent credit under Section 3.6.

**6.8. Locks and Access Control.** All locks, deadbolts, and electronic access control devices on or serving the Leased Premises are and shall remain the property of the City. Lessee shall not remove, replace, rekey, or modify any lock or access control device without the prior written approval of the Director of Aviation. Lessee shall promptly report any lost, stolen, or compromised key or access credential to Airport Administration. The City reserves the right to rekey or modify any lock or access control device at any time for security purposes, and shall provide Lessee with replacement keys or credentials within a reasonable time thereafter.

## ARTICLE 7. INSURANCE AND INDEMNIFICATION

**7.1. Lessee's Insurance.** Lessee shall procure and maintain, at Lessee's sole expense, the following insurance during the entire term of this Agreement:

(a) Commercial General Liability insurance with limits of not less than $1,000,000 per occurrence and $2,000,000 general aggregate, naming the City of Pueblo as an additional insured;

(b) Workers' Compensation insurance as required by Colorado law;

(c) Property insurance covering Lessee's equipment, inventory, and personal property on the Leased Premises.

**7.2. Certificates.** Lessee shall provide certificates of insurance to the City prior to occupying the Leased Premises and annually thereafter. Certificates shall require thirty (30) days' written notice to the City prior to cancellation or material change in coverage.

**7.3. Indemnification.** Lessee shall indemnify, defend, and hold harmless the City, its officers, employees, and agents from and against all claims, damages, losses, and expenses (including reasonable attorney fees and costs) arising out of or resulting from Lessee's use and occupancy of the Leased Premises, Lessee's operations, or any act or omission of Lessee, its employees, agents, customers, or invitees, except to the extent caused by the City's sole negligence or willful misconduct.

**7.4. Governmental Immunity.** Nothing in this Agreement shall be construed as a waiver of the City's governmental immunity, protections, rights, or defenses under the Colorado Governmental Immunity Act, C.R.S. Section 24-10-101 *et seq*., as amended, or any other law. The City's obligations under this Agreement are expressly subject to and limited by the provisions of the Colorado Governmental Immunity Act.

## ARTICLE 8. COMPLIANCE WITH LAW

**8.1. General Compliance.** Lessee shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations in its use of the Leased Premises and operation of its business, including the Pueblo Municipal Code, the Airport Rules and Regulations, and all applicable health, safety, and fire codes.

**8.2. Nondiscrimination.** Lessee shall not discriminate against any person on the basis of race, color, national origin, sex, age, disability, religion, sexual orientation, gender identity, or any other classification protected by federal, state, or local law in Lessee's operations at the Airport. This covenant is a material term of this Agreement.

**8.3. Airport Security.** Lessee shall comply with all Airport security requirements, including those imposed by the Transportation Security Administration and the Airport Rules and Regulations. Lessee shall be responsible for ensuring that its employees obtain and maintain any required Airport identification badges.

**8.4. Subordination to Federal Agreements; FAA Requirements.** This Agreement is subject and subordinate to the terms and conditions of any existing or future agreement between the City and the United States of America relative to the operation or maintenance of the Airport, including any agreement required as a condition precedent to the transfer of federal property to the City, the expenditure of federal funds for the development of the Airport, or the granting of federal aid. In the event of any conflict between the provisions of this Agreement and the provisions of any such federal agreement, the federal agreement shall control. Lessee consents to such subordination and agrees to execute any instrument that may be required to effectuate it. If the Federal Aviation Administration or its successor requires modifications to this Agreement, the parties shall negotiate in good faith to incorporate such modifications.

**8.5. Americans with Disabilities Act.** Lessee shall comply with the Americans with Disabilities Act of 1990, as amended, and all applicable regulations thereunder, in Lessee's use of the Leased Premises and operation of its business.

**8.6. Federal Government Use.** Lessee acknowledges that during time of war or national emergency, the federal government may exercise the right to exclusive or non-exclusive use of the Airport and its facilities. During any period of exclusive federal use that prevents Lessee from operating at the Leased Premises, Lessee's obligation to pay rent shall be suspended. Neither party shall have any claim against the other for damages arising from the exercise of federal rights under this Section.

**8.7. FAA Approval.** This Agreement and any amendment or modification to this Agreement are subject to the prior written approval of the Federal Aviation Administration to the extent required by federal law, regulation, or the terms of any grant agreement between the City and the United States. If FAA approval is required and is not obtained, the affected provision shall be modified to the extent necessary to obtain such approval, and the remaining provisions of this Agreement shall continue in full force and effect.

**8.8. Video Surveillance.** Video cameras, monitoring equipment, and related infrastructure installed at or serving the Leased Premises are the property of the City and are operated as part of the City’s public safety monitoring program. Lessee shall not perform any act that will block or interfere with video monitoring of the Leased Premises. Lessee shall not tamper with, obstruct, reposition, disable, or remove any City-owned camera or monitoring device. Lessee acknowledges that the surveillance system may be monitored by Airport Administration, the Pueblo Police Department, the City of Pueblo Information Technology Department, and other City departments at the sole discretion of the City. Lessee’s employees, agents, and invitees are subject to video monitoring while on Airport property. Nothing in this Section creates any obligation on the part of the City to monitor the Leased Premises for Lessee’s benefit or to preserve recordings for Lessee’s use.

## ARTICLE 9. DEFAULT AND TERMINATION

**9.1. Events of Default by Lessee.** The following shall constitute events of default by Lessee:

(a) Failure to pay rent or any other amount due under this Agreement within ten (10) days after written notice of nonpayment;

(b) Failure to maintain required insurance coverage;

(c) Abandonment or vacation of the Leased Premises for more than fifteen (15) consecutive days without the City's written consent;

(d) Loss or revocation of any license or permit required for Lessee's operations; or

(e) Failure to comply with any other material term of this Agreement within thirty (30) days after written notice specifying the default (or such longer period as may be reasonably necessary to cure, provided Lessee commences the cure within the 30-day period and diligently pursues it to completion).

**9.2. City's Remedies.** Upon an event of default that is not cured within the applicable cure period, the City may, at its option: (a) terminate this Agreement upon written notice; (b) re-enter and take possession of the Leased Premises in accordance with Colorado law; or (c) pursue any other remedy available at law or in equity. The City's remedies are cumulative.

**9.3. Default by City.** If the City fails to perform any material obligation under this Agreement and does not cure such failure within thirty (30) days after written notice from Lessee (or such longer period as may be reasonably necessary), Lessee may terminate this Agreement upon thirty (30) days' additional written notice.

**9.4. Termination for Airport Purposes.** The City may terminate this Agreement upon ninety (90) days' written notice if the Leased Premises are needed for Airport construction, expansion, or other Airport purposes. In such event, Lessee shall not be entitled to any damages but shall be entitled to a pro-rata refund of any prepaid rent.

**9.5. Condemnation.** If all or a substantial portion of the Leased Premises is taken by a governmental entity other than the City through the exercise of the power of eminent domain, this Agreement shall terminate as of the date of taking. If a partial taking does not render the Leased Premises unsuitable for Lessee's continued use, this Agreement shall continue in effect and rent shall be adjusted proportionally to reflect the reduction in usable area. Lessee shall have no claim to any condemnation award except for the value of Lessee's trade fixtures and personal property taken, and Lessee may file a separate claim for such items to the extent permitted by law.

## ARTICLE 10. GENERAL PROVISIONS

**10.1. Assignment.** Lessee shall not assign this Agreement or sublet the Leased Premises, or any part thereof, without the prior written consent of the City, which consent may be withheld in the City's sole discretion.

**10.2. Notices.** All notices required or permitted under this Agreement shall be in writing and shall be deemed given when personally delivered, or three (3) business days after being sent by registered or certified mail, postage prepaid, to the following addresses (or such other addresses as either party may designate in writing):

To City:

City of Pueblo
Director of Aviation
31201 Bryan Circle, Suite 200
Pueblo, CO 81001

With Copy to:

City Attorney
101 W. Riverwalk, Fourth Floor
Pueblo, CO 81003

To Lessee:

SoCo Frontier Enterprises LLC
1148 30 1/4 Ln
Pueblo, CO 81006

**10.3. Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Any legal action arising under this Agreement shall be brought exclusively in the District Court of Pueblo County, Colorado.

**10.4. TABOR and Fiscal Year Limitation.** The City's financial obligations under this Agreement are contingent upon funds being appropriated, budgeted, and otherwise made available by the City. Nothing in this Agreement shall constitute a mandatory charge or requirement against the City in any fiscal year beyond the fiscal year in which this Agreement is executed, unless funds are appropriated for the purpose of this Agreement. This provision is intended to satisfy the requirements of Article X, Section 20 of the Colorado Constitution.

**10.5. Entire Agreement.** This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between the parties concerning the Leased Premises and supersedes all prior or contemporaneous negotiations, representations, warranties, and agreements between the parties, whether written or oral.

**10.6. Amendment.** This Agreement may be amended only by a written instrument signed by both parties.

**10.7. Severability.** If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

**10.8. No Waiver.** The failure of either party to enforce any provision of this Agreement shall not constitute a waiver of that party's right to enforce that provision or any other provision.

**10.9. Force Majeure.** Neither party shall be liable for failure to perform its obligations under this Agreement if such failure results from causes beyond the party's reasonable control, including natural disaster, fire, terrorism, pandemic, government order, act of war, or civil disturbance, provided that the affected party gives prompt written notice and uses reasonable efforts to resume performance.

**10.10. Quiet Enjoyment.** So long as Lessee is not in default under this Agreement, Lessee shall have quiet and peaceful enjoyment of the Leased Premises, subject to the terms of this Agreement and the City's reserved rights.

**10.11. Right of Entry.** The City and its authorized employees, agents, and representatives shall have the right to enter the Leased Premises at reasonable times upon twenty-four (24) hours' notice (or at any time without notice in the event of an emergency) for the purpose of inspection, maintenance, or enforcement of this Agreement.

**10.12. Aviation Easement.** Lessee acknowledges that the Leased Premises are located within an active airport and accepts all noise, vibration, fumes, and other effects incident to aircraft operations. Lessee waives any claim against the City on account of such effects. Lessee shall not use, or permit or suffer the use of, the Leased Premises in any manner that creates electrical interference with radio communications to or from any aircraft or between any airport installation and any aircraft, makes it difficult for aircraft pilots to distinguish airport lights, impairs visibility in the vicinity of the Airport, or otherwise endangers the landing, taking off, or maneuvering of aircraft. Lessee shall not permit any improvement or activity that attracts birds or results in a concentration of birds that would interfere with the safe operation of aircraft in the airspace above the Leased Premises and the Airport. Trash and refuse stored outside the building must be secured in a manner that prevents the creation of Foreign Object Debris.

**10.13. Signage.** Lessee shall not erect, display, or maintain any sign on or about the Leased Premises without the prior written approval of the Director of Aviation.

**10.14. Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

**10.15. No Recording.** Lessee shall not record this Agreement, any memorandum of this Agreement, or any other document relating to this Agreement in the office of the Pueblo County Clerk and Recorder or in any other public recording office without the prior written consent of the City.

**10.16. Survival.** The following provisions shall survive the expiration or earlier termination of this Agreement: Section 5.3 (Removal and Restoration), Section 6.4 (Environmental and Hazardous Materials), Section 7.3 (Indemnification), Section 7.4 (Governmental Immunity), and any obligation of Lessee to pay amounts accrued but unpaid as of the date of expiration or termination. Lessee's obligation to maintain insurance under Section 7.1 shall continue for a period of twelve (12) months after expiration or termination with respect to claims arising from Lessee's occupancy of the Leased Premises.

**10.17. Authority to Execute.** Each person signing this Agreement represents and warrants that he or she has full authority to execute this Agreement on behalf of the party for which he or she signs. Lessee represents that the execution and performance of this Agreement have been duly authorized by all necessary action of its members, managers, or governing body, and that this Agreement constitutes a valid and binding obligation of Lessee.

**10.18. No Third-Party Beneficiaries.** This Agreement is entered into solely for the benefit of the City and Lessee. Nothing in this Agreement is intended to confer any right, benefit, or cause of action upon any person or entity that is not a party to this Agreement.

**10.19. Prevailing Party Fees.** In any legal action arising out of or relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees and costs from the non-prevailing party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below.

**CITY OF PUEBLO, COLORADO**

By: _____

Mayor

Date: _____

**ATTEST:**

By: _____

City Clerk

**APPROVED AS TO FORM:**

By: _____

Carla Sikes, City Attorney

**SOCO FRONTIER ENTERPRISES LLC**

a Colorado limited liability company

By: _____

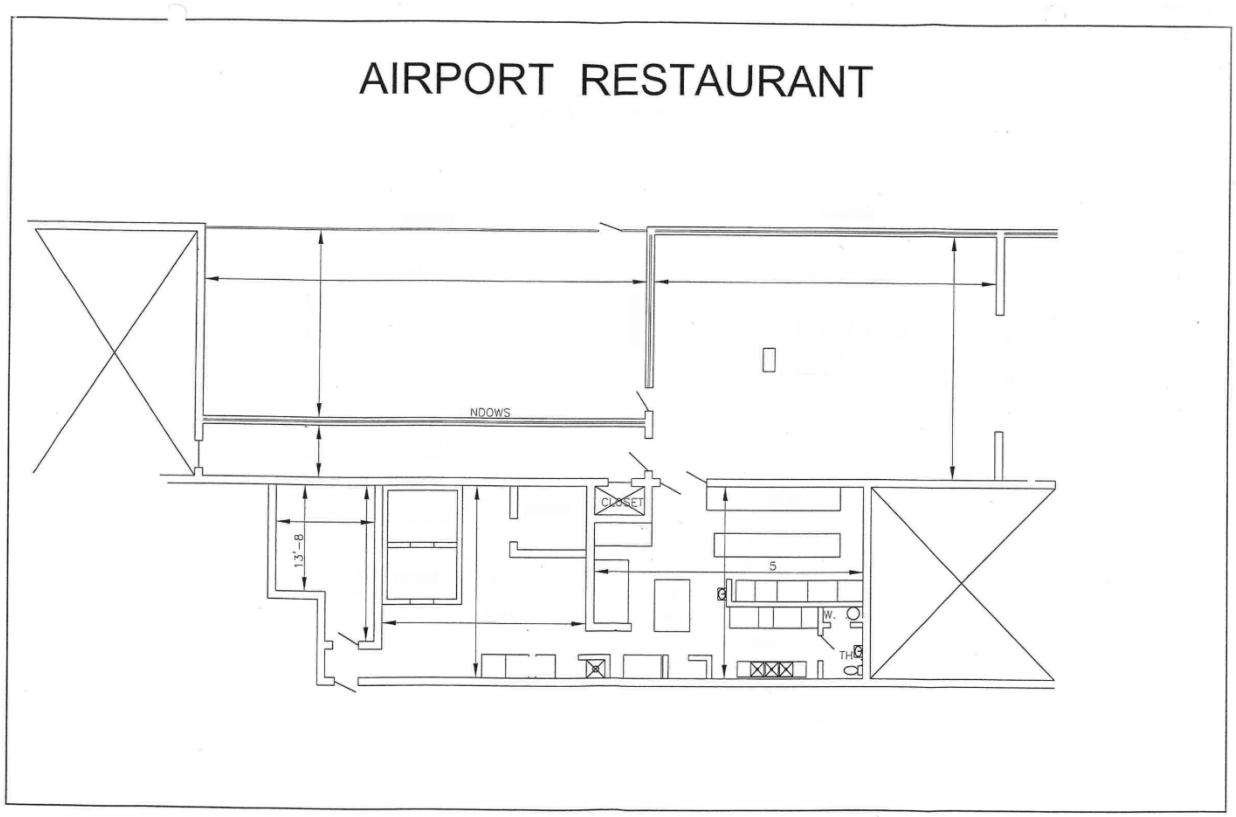
Sarah Glover

Member

Date: _____

## EXHIBIT A

### LEASED PREMISES FLOOR PLAN



# EXHIBIT B

## City Equipment

(8) 4-top metal base composite top rectangular tables

(6) 4-top metal base composite top square tables

(38) interior restaurant chairs

(2) 4-top metal square patio tables

(1) 4-top metal round patio table

(12) metal patio chairs

(1) commercial grade stainless steel kitchen beverage counter with overshelf

(1) commercial grade stainless steel worktable with undershelf and overshelf

(1) commercial grade stainless steel rectangular prep table w/ commercial can opener

(1) commercial grade stainless steel wall-mounted shelf

(1) commercial grade stainless steel 3-bay sink

(1) commercial grade stainless steel hanging utensil rack

(1) commercial grade stainless steel tubular rack wall mounted shelf

(1) commercial grade stainless steel worktable with sink

(1) commercial grade stainless steel hanging utensil rack

(1) top load clothes washer

(1) front load clothes dryer (electric)

(1) pastry display case

(2) Insignia TVs

(1) Atosa reach in refrigerator 29” x 33” x 83”

(1) Atosa reach in two section freezer 54” x 31” x 83”

(1) tiled cashier station

**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** April 13, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Heather Graham, Mayor

SUBJECT: AN ORDINANCE AMENDING AND EXTENDING THE TERM OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF PUEBLO AND THE INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS LOCAL 537 FOR A ONE-YEAR PERIOD COMMENCING JANUARY 1, 2027 THROUGH DECEMBER 31, 2027

## SUMMARY:

Attached is a proposed amendment to the collective bargaining agreement ("Agreement") between the City of Pueblo and the International Brotherhood of Police Officers Local 537 ("Union") which would extend the Agreement for calendar year 2027 and provide for no increase in the salary schedule during calendar year 2027.

## PREVIOUS COUNCIL ACTION:

Pursuant to Ordinance No.10779 approved September 9, 2024, the City entered into a collective bargaining agreement ("Agreement") with the Union for calendar year 2025. The Agreement includes a provision that allows the City to extend the contract for two successive one-year terms with wage adjustment based on average annual base pay percentage increase in the rate of top steps for like positions in the comparable jurisdictions ("Wage Formula").

Pursuant to Ordinance No. 10955 approved May 12, 2025, the City approved the first contract extension which provided for a 3.6% increase for Police Officer/Corporal and 4.0% for Police Sergeants in accordance with the Wage Formula.

## BACKGROUND:

The anticipated wage increases for 2027 based on the Wage Formula is approximately 3.2%, although this amount is subject to change when the wage increases in the comparable jurisdictions of Fort Collins and Lakewood are confirmed. Lakewood's fiscal year is March, and confirmations of that jurisdiction's wage increase is not received generally until middle to late March.

Given the current economic conditions facing the City, the City is unwilling to approve any extension of the Agreement which would provide for an increase in the salary schedule. The Union is agreeable to such an extension subject to the following condition ("Condition"):

> Effective January 1, 2027, Personal Leave as provided under Section 26.5 of the Agreement is increased from 16 to 20 hours annually, but the option for pay in lieu of use is removed.

If approved, it is the intent of the Administration to recognize the Union's good faith in approving this Amendment and to address future wages accordingly when City's economic condition improves by way of increased tax revenue or otherwise.

**FINANCIAL IMPLICATIONS:**

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

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

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

**BOARD/COMMISSION RECOMMENDATION:**

Not applicable.

**STAKEHOLDER PROCESS:**

Not applicable.

**ALTERNATIVES:**

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

**RECOMMENDATION:**

City Administration recommends approval of this Ordinance.

**ATTACHMENTS:**

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

Union

ORDINANCE NO.

AN ORDINANCE AMENDING AND EXTENDING THE TERM OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF PUEBLO AND THE INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS LOCAL 537 FOR A ONE-YEAR PERIOD COMMENCING JANUARY 1, 2027 THROUGH DECEMBER 31, 2027

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

SECTION 1.

The Amendment to the Collective Bargaining Agreement between the City of Pueblo and the International Brotherhood of Police Officers Local 537, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved and pursuant to the requirements of Section 8-14(l) of the Charter of the City of Pueblo, Colorado, is enacted as an Ordinance.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

**Action by City Council:**

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

**Action by the Mayor:**

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____
Mayor

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

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

# AMENDMENT TO COLLECTIVE BARGAINING AGREEMENT

This Amendment to Collective Bargaining Agreement ("Amendment") is entered into this 1st day of April, 2026, by and between the International Brotherhood of Police Officers Local 537 ("Union") and Pueblo, a municipal corporation ("City").

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

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

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

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

A. Article 2 of the Labor Agreement is amended to read as follows:

ARTICLE 2. TERM OF AGREEMENT

This Agreement shall be effective January 1, 2026, and all of its provisions shall remain fully effective through December 31, 2027.

B. Article 16 of the Labor Agreement is amended to read as follows:

ARTICLE 16. SALARY

For calendar year 2026, wages have been approved and adjusted to provide an annual base pay percentage increase of 3.6% for Police Officer/Corporal and 4.0% for Police Sergeants. All such adjustments have been recognized and incorporated into the Ordinance establishing the 2026 pay levels.

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

C. Section 26.5 of the Labor Agreement is amended to read as follows:

26.5 Effective January 1, 2027 and thereafter, Employees may take twenty (20) hours of personal leave during the calendar year. Such time shall not accumulate. Prior to January 1, 2027, Employees may take sixteen (16) hours of personal leave during the calendar year. Such time shall not accumulate; employees, however, may submit a written request to be paid for these sixteen (16) hours of personal leave on an annual basis. The Police Department will keep written requests on file and the City will honor all signed forms accordingly by duly paying such personal holiday time. If the approved written request and PAF are received by the City Finance officer prior to the 20th day of any month, the payment for such personal holiday will be issued on the date of the normal payroll distribution in the same month. If the

approved written request and PAF are received by the City Finance office after the 20th day of any month, payment for such personal holiday time will be issued the following month. Such payments will occur on the normal payroll distribution date in accordance with the submission deadlines above in the form of a separate check. Every effort will be made to process such requests in a timely fashion.

D. Miscellaneous Provisions

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

2. If there is a substantial change in City revenues including any approved tax revenue ballot measure, City shall in good faith meet and confer with the Union to discuss wages including any reevaluation of wages based on the changed circumstances.

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

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

CITY OF PUEBLO

By: _____
Mayor

ATTEST:

_____
City Clerk

LOCAL 537, INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS

By: _____
President

ATTEST:

_____

**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** April 13, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Carla Sikes, City Attorney

SUBJECT: AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN OPTION TO PURCHASE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND PROJECT FALCON, AN ECONOMIC DEVELOPMENT PROSPECT, AND RELATING TO A FUTURE JOB CREATING CAPITAL IMPROVEMENT PROJECT

## SUMMARY:

Attached is an Ordinance approving and authorizing the Mayor to sign an Option to Purchase Agreement with Project Falcon relating to a future job creating capital improvement project.

## PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

## BACKGROUND:

The City is currently in confidential negotiations with an out-of-state corporation designated as Project Falcon, which is considering the construction of a large manufacturing facility to be located in the St. Charles Industrial Park. Project Falcon has asked for assurances from the City that if the Pueblo site is selected, approximately 300 acres of land will be available in the St. Charles Industrial Park for construction of the manufacturing facility. Any contract for the ultimate purchase of the property shall be part of an overall economic development package that includes an Employment Agreement for primary jobs and all of which will be subject to approval by City Council.

## FINANCIAL IMPLICATIONS:

The attached agreement gives Project Falcon an option to purchase approximately 300 acres of land located in the St. Charles Industrial Park for its appraised value.

**BOARD/COMMISSION RECOMMENDATION:**

Not applicable to this Ordinance.

**STAKEHOLDER PROCESS:**

Not applicable to this Ordinance.

**ALTERNATIVES:**

A no-action alternative may cause the prospective employer to select another site for its manufacturing facility.

**RECOMMENDATION:**

Approval is recommended.

**ATTACHMENTS:**

None

ORDINANCE NO.

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN OPTION TO PURCHASE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND PROJECT FALCON, AN ECONOMIC DEVELOPMENT PROSPECT, AND RELATING TO A FUTURE JOB CREATING CAPITAL IMPROVEMENT PROJECT

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

SECTION 1.

The Option to Purchase Agreement ("Agreement") dated April 27, 2026, between the City of Pueblo and Project Falcon, a copy of which is attached hereto and incorporated herein by this reference, having been approved as to form by the City Attorney, is hereby approved. The Mayor is authorized to execute and deliver said 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 2.

The officers and staff of the City are authorized to perform any and all acts consistent with this Ordinance and the attached Agreement which are necessary or appropriate to implement the transactions described therein.

SECTION 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: 4AE3B991-C06E-4E74-9C00-99DF5DA5370C



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: April 13, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Andra Ahrens, Director Wastewater

SUBJECT: A RESOLUTION TRANSFERRING FUNDS IN THE AMOUNT OF $592,341.60 FROM THE ACCOUNT OF 525 41800 56901 – PROJECTS TO BE DETERMINED TO ACCOUNT PROJECT WW2608; AND AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $493,618.60 TO TONY J BELTRAMO & SONS, INC., FOR PROJECT NO. 26-020 (WW2608) 2026 CARL SITTER PARKWAY SANITARY SEWER PROJECT, SETTING FORTH $98,723.00 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE SAME

## SUMMARY:

Attached is a Resolution awarding a Construction Contract to Tony J Beltramo & Sons, Inc., for Project No.26-020 (WW2608) 2026 Carl Sitter Parkway Sanitary Sewer Project located on Carl Sitter Parkway from Cedarweed Boulevard to Jerry Murphy Road.

## PREVIOUS COUNCIL ACTION:

None

## BACKGROUND:

This project will consist of installing sanitary sewer mains and installing the manholes associated with the sewer mains, as well as surface improvement necessary to complete the project detailed in the plans and specifications. It also transfers funds from Account Project 525 41800 56901 – Projects to be determined into said account.

The cost breakdown for the project is as follows:

| | Description | Sewer Related | Surface Related | Council District |
|---|---|---|---|---|
| 1 | Sanitary Sewer | $436,779.50 | $56,839.10 | 1 |
| | Project % | 88% | 12% | |

Docusign Envelope ID: 4AE3B991-C06E-4E74-9C00-99DF5DA5370C

The total cost of the project is estimated at $592,341.60, including contingencies.

**FINANCIAL IMPLICATIONS**:

Funds in the amount of $592,341.60 will be transferred from Account Project 525 41800 56901 – Projects to be Determined into Account Project WW2608 - 2026 Carl Sitter Parkway Sanitary Sewer Project.

**BOARD/COMMISSION RECOMMENDATION**:

Not applicable

**STAKEHOLDER PROCESS:**

None

**ALTERNATIVES**:

Denial of this resolution will prevent the transfer of funds and cancel the project.

**RECOMMENDATION**:

Approval of the Resolution

**ATTACHMENTS**:

1. 4-13-26 26-020 FY2026 Carl Sitter Parkway Sanitary Sewer Project Attachment

Docusign Envelope ID: 4AE3B991-C06E-4E74-9C00-99DF5DA5370C

RESOLUTION NO. 16304

A RESOLUTION TRANSFERRING FUNDS IN THE AMOUNT OF $592,341.60 FROM THE ACCOUNT OF 525 41800 56901 – PROJECTS TO BE DETERMINED TO ACCOUNT PROJECT WW2608; AND AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $493,618.60 TO TONY J BELTRAMO & SONS, INC., FOR PROJECT NO. 26-020 (WW2608) 2026 CARL SITTER PARKWAY SANITARY SEWER PROJECT, SETTING FORTH $98,723.00 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE SAME

WHEREAS, competitive bids for the Project No. 26-020 (WW2608) 2026 Carl Sitter Parkway Sanitary Sewer Project have been received and examined; and

WHEREAS, the proposal of Tony J Beltramo & Sons, Inc. of Pueblo, Colorado was the lowest bid determined to be responsive, and the Committee of Awards recommends to the City Council that it authorizes Project No. WW2608 - 2026 Carl Sitter Parkway Sanitary Sewer Project; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Funds in the amount of $592,341.60 are hereby transferred from Account Project 525 41800 56901 – Projects to be Determined to Account Project WW2608 - 2026 Carl Sitter Parkway Sanitary Sewer Project.

SECTION 2.

The City Council authorizes Project No. 26-020 (WW2608) 2026 Carl Sitter Parkway Sanitary Sewer Project to be performed, and the contract for said project is hereby awarded to Tony J Beltramo & Sons, Inc., in the amount of $493,618.60.

SECTION 3.

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

SECTION 4.

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…….$98,723.00.

Docusign Envelope ID: 4AE3B991-C06E-4E74-9C00-99DF5DA5370C

SECTION 5.

Funds for Project No. 26-020 (WW2608) 2026 Carl Sitter Parkway Sanitary Sewer Project, in the amount of $592,341.60 ($493,618.60 plus $98,723.00 for contingencies and additional work), shall be from Account Project 525 41800 56901 – Projects to be Determined.

SECTION 6.

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

SECTION 7.

This Resolution shall become effective immediately upon passage and approval.

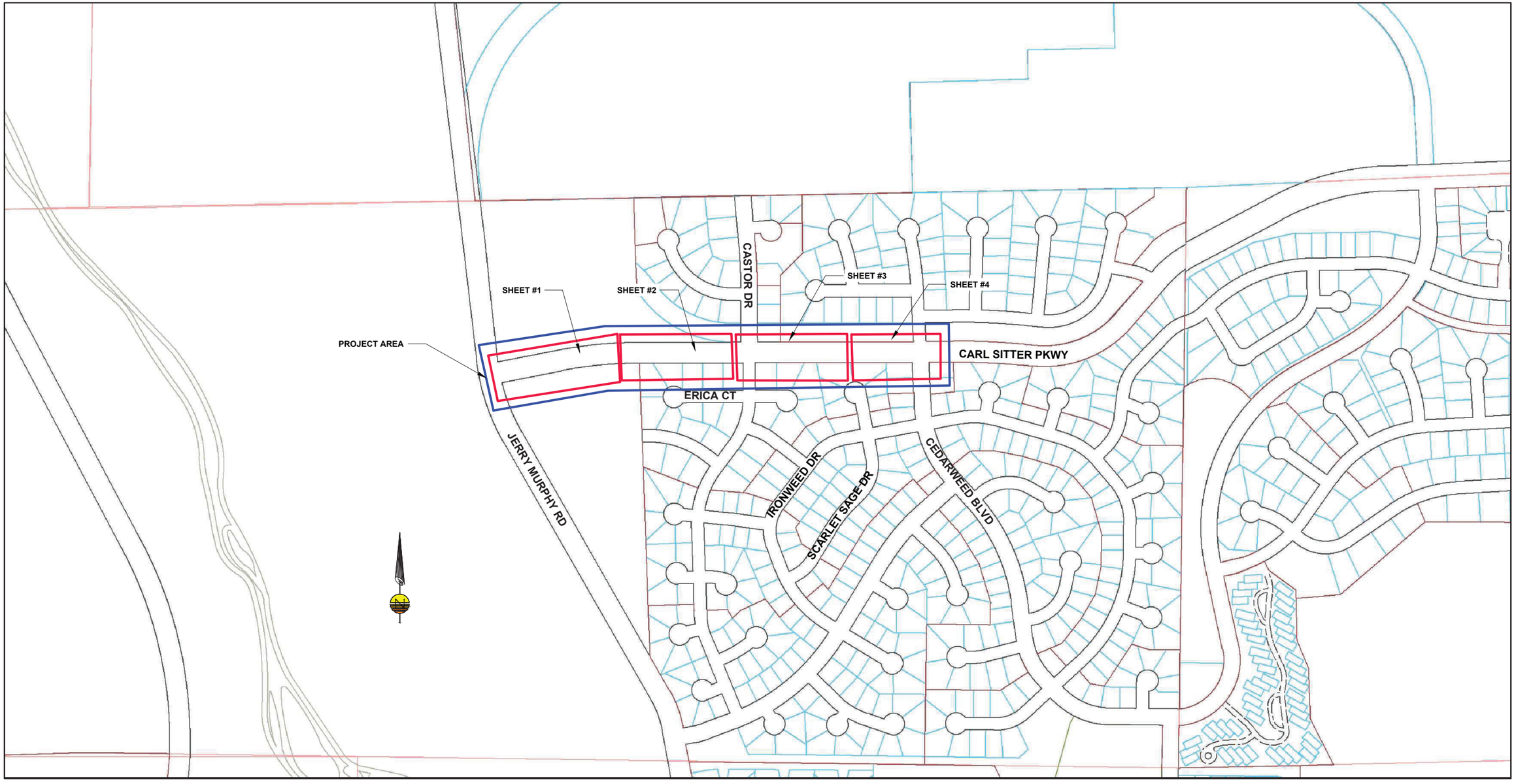
INTRODUCED: April 13, 2026

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

ATTESTED BY: DocuSigned by: Clyde Bishop 4D71E7B731114474...
CITY CLERK

# 2026 CARL SITTER PARKWAY SANITARY SEWER PROJECT LOCATION MAP




| NO. | REVISIONS | BY | DATE | APPROVAL |
|---|---|---|---|---|
| | | | | |

city of PUEBLO colorado


WASTEWATER DEPARTMENT
ENGINEERING DIVISION
1300 S. QUEENS AVE. PUEBLO, CO 81001
(719) 553-2898 PHONE
(719) 553-2957 FAX


SCALE (H): 1" = NA
SCALE (V): 1" = NA
DESIGNED BY: M.T.
CHECKED BY: S.M.
APPROVED BY: S.M.
DATE: 01/28/2026

PROJECT #26-020 (WW2608)
2026 CARL SITTER PARKWAY SANITARY SEWER PROJECT

LOCATION MAP

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

# EVALUATION TABULATION

## IFB No. 26-020 (WW2608)

## 2026 Carl Sitter Parkway Sanitary Sewer Project

RESPONSE DEADLINE: March 18, 2026 at 10:00 am

Report Generated: Wednesday, March 18, 2026

### VENDOR TOTALS

| Vendor | Total |
|---|---|
| Tony J Beltramo & Sons, Inc. | $493,618.60 |
| Miller Pipeline, LLC | $549,797.00 |
| Russ Grading & Excavating LLC | $624,302.00 |

## BASE BID

| Base Bid | | | | | Miller Pipeline, LLC | | Russ Grading & Excavating LLC | | Tony J Beltramo & Sons, Inc. | |
|---|---|---|---|---|---|---|---|---|---|---|
| Selected | Line Item | Description | Quantity | Unit of Measure | Unit Cost | Total | Unit Cost | Total | Unit Cost | Total |
| 2026 CARL SITTER PARKWAY SANITARY SEWER PROJECT | | | | | | | | | | |
| X | 1 | Install 12" PVC Pipe | 818 | LF | $140.00 | $114,520.00 | $183.00 | $149,694.00 | $133.75 | $109,407.50 |
| X | 2 | Install 18" PVC Pipe | 1202 | LF | $150.00 | $180,300.00 | $161.00 | $193,522.00 | $144.75 | $173,989.50 |
| X | 3 | Remove and Replace 48" Manhole | 1 | EA | $13,600.00 | $13,600.00 | $14,700.00 | $14,700.00 | $7,700.00 | $7,700.00 |
| X | 4 | Install 48" Manhole | 1 | EA | $6,800.00 | $6,800.00 | $10,000.00 | $10,000.00 | $6,700.00 | $6,700.00 |
| X | 5 | Install 60" Manhole | 3 | EA | $12,750.00 | $38,250.00 | $14,225.00 | $42,675.00 | $7,700.00 | $23,100.00 |
| X | 6 | Remove and Replace 24'' DIA RCP Storm Water | 45 | LF | $410.00 | $18,450.00 | $358.00 | $16,110.00 | $199.50 | $8,977.50 |
| X | 7 | Remove and Replace Curb and Gutter | 410 | LF | $53.00 | $21,730.00 | $56.00 | $22,960.00 | $37.00 | $15,170.00 |
| X | 8 | Remove and Replace Asphalt Patch | 621 | LF | $87.00 | $54,027.00 | $75.00 | $46,575.00 | $67.10 | $41,669.10 |
| X | 9 | Flowfill | 194 | CY | $230.00 | $44,620.00 | $185.00 | $35,890.00 | $175.00 | $33,950.00 |
| X | 10 | Bypass Pumping | 1 | LS | $9,100.00 | $9,100.00 | $13,405.00 | $13,405.00 | $10,400.00 | $10,400.00 |
| X | 11 | Tracer Wire Installation | 1 | LS | $2,400.00 | $2,400.00 | $1,600.00 | $1,600.00 | $3,500.00 | $3,500.00 |
| X | 12 | Traffic Control | 1 | LS | $30,000.00 | $30,000.00 | $21,375.00 | $21,375.00 | $13,500.00 | $13,500.00 |
| X | 13 | Mobilization | 1 | LS | $16,000.00 | $16,000.00 | $55,796.00 | $55,796.00 | $45,555.00 | $45,555.00 |
| Total | | | | | | $549,797.00 | | $624,302.00 | | $493,618.60 |

Docusign Envelope ID: 4AE3B991-C06E-4E74-9C00-99DF5DA5370C



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: April 13, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Selena Ruiz-Gomez, Councilor

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2026 GENERAL FUND BUDGET TO PUEBLO LATINO VETERANS ASSOCIATION IN THE AMOUNT OF $2,500 TO SPONSOR THE HISPANIC HERITAGE EXHIBIT AT THE EL PUEBLO HISTORY MUSEUM AND SANGRE DE CRISTO ARTS AND CONFERENCE CENTER FROM SEPTEMBER 15 - OCTOBER 14, 2026

## SUMMARY:

Attached for consideration is a request for support of Pueblo Latino Veterans Association in the amount of $2,500 to sponsor the Hispanic Heritage Exhibit at the El Pueblo History Museum and Sangre de Cristo Arts and Conference Center from Sept 15 - October 14, 2026.

## PREVIOUS COUNCIL ACTION:

Council has not previously supported this exhibit but support their Annual Legacies of Courage Awards Ceremony in 2025 for $1,500.

## BACKGROUND:

City Council Member Selena Ruiz-Gomez is requesting $2,500 to sponsor Pueblo Latino Veterans Association's Hispanic Heritage Exhibit. The exhibit will be on display at the El Pueblo History Museum from September 15-29, then at the Sangre de Cristo Arts and Conference Center from September 30 - October 14, 2026.

The Pueblo Latino Veterans Association is partnering with the El Pueblo History Museum and Sangre de Cristo Arts Center to provide a traveling exhibit of all 58 awardees of the Legacies of Courage Awards with framed photos and biographies of the awardees. The exhibit will be on display for two weeks at El Pueblo with an opening ceremony and two weeks at the Arts Center (activities will include student and community events and special speakers with cultural and arts festivities). The funds will be put towards printing and framing the 58 photographs for the display. Sponsorship of the exhibit includes 10

Docusign Envelope ID: 4AE3B991-C06E-4E74-9C00-99DF5DA5370C

tickets to their Legacies of Courage Awards Ceremony on October 10, 2026, at the Pueblo Convention Center and an ad in the program.

**FINANCIAL IMPLICATIONS**:

Payment of funds in the amount of $2,500 would be paid from the Council Contingencies Account in the 2026 General Fund Budget to Pueblo Latino Veterans Association.

**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 Selena Ruiz-Gomez.

**ATTACHMENTS:**

1. Sponsorship Request Packet - Pueblo Latino Veterans Association - Hispanic Heritage Exhibit
2. SOS - Pueblo Latino Veterans 3.2.26
3. 2026 Contingencies (Council) Pueblo Latino Veterans Association - Hispanic Heritage Exhibit

Docusign Envelope ID: 4AE3B991-C06E-4E74-9C00-99DF5DA5370C

RESOLUTION NO. 16305

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2026 GENERAL FUND BUDGET TO PUEBLO LATINO VETERANS ASSOCIATION IN THE AMOUNT OF $2,500 TO SPONSOR THE HISPANIC HERITAGE EXHIBIT AT THE EL PUEBLO HISTORY MUSEUM AND SANGRE DE CRISTO ARTS AND CONFERENCE CENTER FROM SEPTEMBER 15 - OCTOBER 14, 2026

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of $2,500 from the Council Contingencies Account in the 2026 General Fund Budget is authorized to be paid to Pueblo Latino Veterans Association to sponsor the Hispanic Heritage Exhibit at the El Pueblo History Museum and Sangre de Cristo Arts and Conference Center from Sept 15 - October 14, 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: April 13, 2026

BY: Salena Ruiz-Gomez
MEMBER OF CITY COUNCIL

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

ATTESTED BY: DocuSigned by: Clyde Bishop
4D71E7B73D11474...
CITY CLERK

# Sponsorship Request

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

| | |
|---|---|
| **Requestor Name** | Gloria Gutierrez |
| **Date** | 02/27/2026 |
| **Requestor Phone** | [redacted] |
| **Requestor Email** | [redacted] |
| **Business/Organization Name** | Pueblo Latino Veterans Association |
| **Organization Website** | In progress |
| **Please share your business or organizations mission/goals** | The mission of the Pueblo Latino Veterans Association (PLVA) is to honor, and pay tribute to Latino Veterans during Hispanic Heritage month ( Sept. 15- Oct. 15) for their military service to our country, service to community, service to family, their church, and to other veteran organizations during our annual Legacies of Courage Awards Ceremony. Our goal is to educate the community, families and leaders about our Latino heroes and to eventually build a Latino Veteran Memorial with the names of all recipients of the Legacies of Courage awardees. |
| **Sponsorship request for** | Other |
| **Requested Amount** | $2,500 |
| **Describe how contribution will be used** | We are partnering with the El Pueblo History Museum and Sangre de Cristo Arts Center to provide a traveling exhibit of all 58 awardees of the Legacies of Courage Awards with framed photos and biographies of the awardees. The exhibit will be on display for two weeks at El Pueblo with an opening ceremony and two weeks at the Arts Center (activities will include student and community events and special speakers with cultural and arts festivities).<br><br>The funds are needed to print photographs and produce wooden, matted frames for 58 photos for the display. Partners will provide inkind marketing and curator design for the exhibit. |
| **If Other, please explain** | Legacies of Courage Awards Exhibit at El Pueblo History Museum and Sangre de Cristo Arts Center during Hispanic Heritage month to educate the community, students and veterans about the service of our Latino Veterans. |
| **Sponsorship Benefits** | Sponsorship provides 10 seats at the Legacies of Courage Awards Ceremony on October 10, 2026 at the Pueblo Convention Center and a film page ad in the program. |
| **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 Foundation, veteran organizations, inkind services from El Pueblo Museum, Sangre de Cristo Arts Center, full PLVA Board contributions. |
| **What population(s) does your organization primarily serve? (multi select)** | • Families<br>• Veterans |
| **How many individuals did your organization serve last year?** | Over 200 participated in our Awards Ceremony in 2025 |
| **Please upload supporting documents such as sponsorship request letter, event flyer etc.** | Sponsor City Council.pdf |

# Payment Details

| | |
|---|---|
| **Make check payable to** | Pueblo Latino Veterans Association (PLVA) |
| **Address** | 1925 E. Orman Avenue, Suite 156<br>Pueblo, CO 81004 |
| **Phone Number** | 719-334-1603 |

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

Dear Selena,

**During Hispanic Heritage month the Pueblo Latino Veterans select 5 Latino Veterans to pay tribute to for their service in the Military, community, faith, family and other veterans. We will be displaying photos of 58 veterans during Hispanic Heritage month (Sept.15-Oct. 15) and we are requesting $2500 from City Council to help with funding for this project.**

**The display will be shown at El Pueblo and Sangre de Cristo Arts center during Hispanic Heritage month. District students and community will be invited to view and honor our Awardees and listen to their stories.**
**We can provide a table of 10 seats to city Council for the sponsorship at our Awards Ceremony October 10, 2026.**

**I've worked with your City Council Secretary Katie Hastings in the past to do this and to provide a proclamation at the event.**

**This year we are hoping to provide a traveling display honoring our awardees and educating the community about the service our Latino veterans have provided to country, community and other veterans.**

**We hope you can assist us in securing funding for this display.**
**Sincerely,**
**Gloria Gutierrez**

# Hispanic Heritage Month & Legacies of Courage Celebration

**A Collaborative Initiative Between**
**El Pueblo History Museum • Sangre de Cristo Arts Center • Hispanic Legacies of Courage Awards Committee**

**Celebration Dates:**
📍 September 15 – October 15, 2026
📍 Followed by the **Hispanic Legacies of Courage Awards Ceremony**

This month-long activation honors the history, culture, courage, and community leadership of Hispanic and Latino families across Pueblo and Southern Colorado—culminating in the **Legacies of Courage Awards Ceremony**.

---

## Purpose

Celebrate, educate, and honor the Hispanic and Latino legacy in Pueblo, highlighting courage, service, and cultural contributions. This initiative combines historical storytelling, art, youth engagement, and community recognition, culminating in the awards ceremony.

---

## Program Overview

| Phase | Dates | Focus |
|---|---|---|
| **El Pueblo History Museum** | Sept 15–30 | Historical exhibits, storytelling nights, school programs, cultural workshops, and living history experiences. |
| **Sangre de Cristo Arts Center** | Oct 1–10 | Art exhibitions, performances, youth showcase, artist workshops, and media preview of honorees. |
| **Legacies of Courage Awards Ceremony** | Oct 11 | Honoring Hispanic leaders, veterans, families, and cultural contributors. |

---

## Key Partners

- Sangre de Cristo Arts Center
- El Pueblo History Museum
- Hispanic Legacies of Courage Awards Committee

- Pueblo School Districts D60 & D70
- Local Hispanic/Latino organizations and CSU-Pueblo Chicano Studies Program

---

# Outcomes & Impact

- Educate students & families on Hispanic heritage
- Highlight veteran contributions & community heroes
- Increase public engagement through arts, storytelling, and cultural events
- Strengthen partnerships across museums, cultural organizations, and the community

**Call to Action:**
Join us in celebrating courage, culture, and community by attending events, sharing stories, and supporting Hispanic heroes in Pueblo!

---

# Social Media Language (Partnership Announcement)

**Post 1 – Launch Announcement**
Pueblo is coming together to celebrate Hispanic Heritage Month!
Join **El Pueblo History Museum**, **Sangre de Cristo Arts Center**, and the **Hispanic Legacies of Courage Awards Committee** from Sept 15 – Oct 15 for a month-long celebration of culture, history, and courage.
Explore exhibits, performances, workshops, and storytelling leading to our **Hispanic Legacies of Courage Awards Ceremony** honoring local heroes.
#HispanicHeritageMonth #LegaciesOfCourage #PuebloCulture #CommunityHeroes

**Post 2 – Save the Date / Awards Focus**
Honoring the legacies of courage in our community!
Don't miss the **Hispanic Legacies of Courage Awards Ceremony**, presented by the **Hispanic Legacies of Courage Awards Committee**, celebrating the achievements of Hispanic leaders, veterans, and families.
Join us Oct 11 – following the programs at the museum and arts center.
#HispanicHeritageMonth #LegaciesOfCourage #PuebloStrong

**Post 3 – Partner Highlight / Arts & Culture**
Experience the art, stories, and history of Pueblo's Hispanic community!
From exhibits at **El Pueblo History Museum** to performances at **Sangre de Cristo Arts Center**, explore a month of culture, courage, and community.
#CourageThroughArt #PuebloHispanicHeritage #LegaciesOfCourage

---

# Branding Theme & Slogan

**Theme:** Courage, Culture, Community

**Slogan Options:**

1. "Honoring the Past, Inspiring the Future"
2. "Stories of Courage, Legacies of Pride"
3. "Pueblo's Hispanic Heritage: Courage in Every Story"

**Visual Branding Suggestions:**

- Warm gold, deep red, and turquoise heritage colors
- Symbols of Pueblo culture, art, and community leadership
- Integration of award portraits and storytelling icons

---

# Event Sequence Overview

**El Pueblo History Museum (Sept 15–30)**
Theme: *Historias de Pueblo – Courage in Our Roots*
A two-week deep dive into Hispanic history, culture, and community legacy.

**Sangre de Cristo Arts Center (Oct 1–10)**
Theme: *Arte, Cultura y Valor – The Art of Courage*
A two-week celebration of Hispanic art, performance, and stories of courage.

**Hispanic Legacies of Courage Awards Ceremony (Oct 11)**
Hosted by **Hispanic Legacies of Courage Awards Committee**, recognizing extraordinary Hispanic leaders, veterans, families, and cultural contributors.

---

# Full Program Breakdown

**Phase 1: El Pueblo History Museum (Sept 15–30)**

- Opening Ceremony: Community leaders, educators, blessing, or performance
- Historical Exhibits: Pioneer families, Chicano movement, Hispanic veterans
- Community Storytelling Night: Elders, veterans, families, recorded for archives
- School & Family Programs: Hands-on tours, workshops, heritage research
- Cultural Workshops: Traditional food, dance, genealogy
- Living History Day: Reenactments, oral history tables, archival displays

**Phase 2: Sangre de Cristo Arts Center (Oct 1–10)**

- Art Gallery Exhibition: Local artists, student art, portraits of honorees
- Artist Talks & Workshops: Paint, mixed media, storytelling
- Film/Documentary Night: Hispanic culture, legacy, veterans
- Youth Engagement: Classes, challenges, integrated school displays
- Performance Weekend: Dance, spoken word, music
- Media Preview Day: Honoree families, press interviews, photo/video

**Phase 3: Hispanic Legacies of Courage Awards Ceremony (Oct 11)**

- Honoree stories & tribute videos
- Cultural performances
- Family recognition & historical narratives
- Veteran tributes
- Community unity & reflection

---

# Backward Planning Timeline

**Sept 15 – Oct 15: Execution**

- El Pueblo: Sept 15–30
- Arts Center: Oct 1–10
- Awards Ceremony: Oct 11

**August: Final Prep**

- Finalize exhibits, storytellers, gallery layouts, countdown campaigns, honoree bios, invitations, ceremony run-of-show

**July: 2 Months Out**

- Launch social media, press interviews, posters, volunteer training, honoree video production, sponsorship outreach

**June: 3 Months Out**

- Joint coordination meetings, exhibit approval, school partnerships, art curation

**May: 4 Months Out**

- Collect oral histories, photos, artifacts, confirm AV/logistics

**April: 5 Months Out**

- Sponsor outreach, volunteer recruitment, workshop outlines, identify featured veterans/families

**March: 6 Months Out**

- Finalize themes, draft promotional materials, key dates, budget

**February: 7 Months Out**

- Leadership approvals, partner responsibilities, awards ceremony branding

---

# Deliverables Checklist

**El Pueblo History Museum**

- 2-week exhibit, storytelling event, school programs, living history materials, opening ceremony

**Sangre de Cristo Arts Center**

- 2-week art exhibition, workshops & performances, youth showcase, portrait gallery, media preview

**Hispanic Legacies of Courage Awards Committee**

- Awards ceremony, honoree videos & biographies, press engagement, sponsor coordination, community involvement

---

# Community Impact & Success Indicators

- Attendance & event turnout
- School participation
- Community story submissions
- Media coverage
- Sponsor engagement
- Increased recognition of Hispanic leaders & veterans
- Strong awards ceremony attendance

---

# Outcome

This unified plan creates a month-long cultural journey through history, art, storytelling, and community pride—culminating in one of Pueblo's most meaningful celebrations honoring Hispanic leaders, veterans, and families.

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

# CERTIFICATE OF FACT OF GOOD STANDING

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

Pueblo Latino Veterans Association

is a

Nonprofit Corporation

formed or registered on 12/21/2024 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 20248339664 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 02/27/2026 that have been posted, and by documents delivered to this office electronically through 03/02/2026 @ 10:47:57 .

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 03/02/2026 @ 10:47:57 in accordance with applicable law. This certificate is assigned Confirmation Number 18268160 .

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 |
| 3/23/26 | Garcia Foundation - The PLACE | | $ 1,000.00 | | $ 76,200.00 |
| 4/13/26 | Pueblo Latino Veterans Association - Hispanic Heritage Exhibit | | $ 2,500.00 | | $ 73,700.00 |
| | | | | | $ 73,700.00 |
| | | | | | $ 73,700.00 |
| | | |

Docusign Envelope ID: 4AE3B991-C06E-4E74-9C00-99DF5DA5370C



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: April 13, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Brett Boston, Councilor

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2026 GENERAL FUND BUDGET TO B.I.T.S OF FREEDOM CORP (DBA BITS OF FREEDOM) IN THE AMOUNT OF $2,000 TO SPONSOR THE RUN FOR THE ROSES – KENTUCKY DERBY FUNDRAISER AT 3:00 PM AT PUEBLO DIVERSIFIED INDUSTRIES ON MAY 2, 2026

## SUMMARY:

Attached for consideration is a request for support of B.I.T.S of Freedom in the amount of $2,000 to sponsor their Run for the Roses – Kentucky Derby Fundraiser at 3:00 PM at Pueblo Diversified Industries on May 2, 2026.

## PREVIOUS COUNCIL ACTION:

Council supported this event in 2025 for $2,000.

## BACKGROUND:

City Council Member Brett Boston is requesting $2,000 to sponsor B.I.T.S of Freedom's Run for the Roses – Kentucky Derby Fundraiser. The event will take place on May 2, 2026 at 3:00 PM at Pueblo Diversified Industries.

B.I.T.S of Freedom's mission is to build independence and empower individuals through the transformative power of therapeutic horseback riding and inclusive outdoor experiences. They serve youth and young adults with disabilities, fostering physical strength, emotional regulation, confidence, and community connection in a safe, supportive environment.

Run for the Roses is a Pueblo-based Kentucky Derby–themed community fundraiser featuring a silent auction, raffle, and social gathering. 100% of funds raised will be used for program delivery, including rider scholarships, horse care, adaptive equipment, and

Docusign Envelope ID: 4AE3B991-C06E-4E74-9C00-99DF5DA5370C

instructor support. Funds directly offset the cost of providing safe, accessible therapeutic riding services for participants who face financial and access barriers.

**FINANCIAL IMPLICATIONS:**

Payment of funds in the amount of $2,000 would be paid from the Council Contingencies Account in the 2026 General Fund Budget to B.I.T.S of Freedom Corp.

**BOARD/COMMISSION RECOMMENDATION**:

Not applicable.

**STAKEHOLDER PROCESS**:

Not applicable.

**ALTERNATIVES:**

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

**RECOMMENDATION:**

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

**ATTACHMENTS:**

1. Sponsorship Request Packet - BITS of Freedom - Run for the Roses
2. SOS - BITS of Freedom Corp 3.13.26
3. 2026 Contingencies (Council) BITS of Freedom - Run for the Roses, Kentucky Derby

Docusign Envelope ID: 4AE3B991-C06E-4E74-9C00-99DF5DA5370C

RESOLUTION NO. 16306

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2026 GENERAL FUND BUDGET TO B.I.T.S OF FREEDOM CORP (DBA BITS OF FREEDOM) IN THE AMOUNT OF $2,000 TO SPONSOR THE RUN FOR THE ROSES – KENTUCKY DERBY FUNDRAISER AT 3:00 PM AT PUEBLO DIVERSIFIED INDUSTRIES ON MAY 2, 2026

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of $2,000 from the Council Contingencies Account in the 2026 General Fund Budget is authorized to be paid to B.I.T.S of Freedom Corp to sponsor the Run for the Roses – Kentucky Derby Fundraiser at 3:00 PM at Pueblo Diversified Industries on May 2, 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: April 13, 2026

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

ATTESTED BY: DocuSigned by: Clyde Bishop 4D71E7B731111474...
CITY CLERK

# Sponsorship Request

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

| | |
|---|---|
| **Requestor Name** | Michelle Even |
| **Date** | 05/02/2026 |
| **Requestor Phone** | [redacted] |
| **Requestor Email** | [redacted] |
| **Business/Organization Name** | 84-2700761 |
| **Organization Website** | https://www.bitsoffreedom.org/ |
| **Please share your business or organizations mission/goals** | Bits of Freedom's mission is to build independence and empower individuals through the transformative power of therapeutic horseback riding and inclusive outdoor experiences. We serve youth and young adults with disabilities, fostering physical strength, emotional regulation, confidence, and community connection in a safe, supportive environment. |
| **Sponsorship request for** | Event |
| **Requested Amount** | 2000 |
| **Describe how contribution will be used** | The contribution will be used 100% for program delivery, including rider scholarships, horse care, adaptive equipment, and instructor support. Funds directly offset the cost of providing safe, accessible therapeutic riding services for participants who face financial and access barriers. |
| **Event Title** | Run for the Roses – Kentucky Derby Fundraiser |
| **Event Date** | 05/02/2026 |
| **Event Time** | 3:00 PM (MST) |
| **Event Location** | Pueblo Diversified Industries (PDI) 2603 Santa Fe Drive Pueblo, CO 81006 |
| **Admission to this event is** | Paid |
| **IF PAID IS SELECTED Cost of Admission** | $60 |
| **Event Description:** | Run for the Roses is a Pueblo-based Kentucky Derby–themed community fundraiser featuring a silent auction, raffle, and social gathering. Proceeds support therapeutic riding and inclusive outdoor programming for Pueblo youth and |

| | |
|---|---|
| | families, strengthening access to health, wellness, and community-based recreation. |
| **Does your organization hold multiple events per year?** | No |
| **Sponsorship Benefits** | Sponsors of Bits of Freedom receive meaningful recognition while directly supporting therapeutic riding and inclusive outdoor programming for Pueblo youth and families. Sponsorship benefits may include: • Recognition as a community supporter of a Pueblo-based nonprofit serving individuals with disabilities • Name or logo placement on event signage at the Run for the Roses – Pueblo Kentucky Derby Fundraiser • Acknowledgement during the event program • Recognition on Bits of Freedom's website and social media platforms • Inclusion in post-event thank-you communications and reports • Opportunity to demonstrate commitment to health, wellness, accessibility, and community impact in Pueblo Sponsorships help ensure that financial barriers do not prevent local youth and young adults with disabilities from accessing therapeutic riding and outdoor equity programs. |
| **Company/Organization Classification** | • Non-Profit |
| **Is your organization currently in good standing with the Secretary of State?** | Yes |
| **Have you applied for CSAC funding?** | Yes |
| **What other organizations or entities are you requesting funding from?** | Black Hills Energy<br>• Colorado Bank & Trust<br>• UA Local 58 Pipefitters<br>• A Affordable<br>• Cosmopolitan Club<br>• Broadway Bar & Grill<br>• Walmart<br>• Jess' Transmission<br>• Seca<br>• Bluebird Boutique<br>• Corsentino Construction<br>• Drop Tine Construction<br>• Harwood's Construction<br>• Gentle Winds LLC<br>• Advanced Practice & Headache Care<br>• Turquoise Feather<br>• Costume Flooring<br>• Libre Consulting |
| **What population(s) does your organization primarily serve? (multi select)** | • Persons with disabilities<br>• Youth<br>• Disadvantaged – low income<br>• Adults |
| **How many individuals did your organization serve last year?** | 156 |
| **Please upload supporting documents such as sponsorship request letter, event flyer etc.** | Kentucky Derby 2026.pdf |

# Payment Details

| | |
|---|---|
| **Make check payable to** | Bits of Freedom |

| | |
|---|---|
| **Address** | 8180 EVEN RD |
| **Phone Number** | 719-369-9756 |

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**

# Sponsor Form

Derby Sponsorships

Company Name _____

Contact Name _____

Mailing Address _____

City, State, ZIP _____

Phone # _____

Email Address _____

We are honored to sponsor this event and would like to be a sponsor at your _____ level.

We are sorry we can't attend but please accept this donation of $ _____

Authorized Signature _____

Signers must be authorized to commit resources of the corporate sponsor. Please return the original to Bits of Freedom and keep a copy for your records. Please send your sponsorship to 8180 Even Rd. Beulah, Colorado.
The deadline for sponsorship level eligibility is April 24
Acknowledgment of sponsorship in all press releases, website, and on social media.

Thank you for your support of the programs and services of Bits of Freedom.



# Derby Sponsorships



## " SHOW" Sponsor $250

2 Event Tickets
Recognition as a sponsor
Company logo and link shared on Social media

## "Place" Sponsor $500



In addition to the previously listed:
Two additional tickets (total of 4 tickets)
Social media recognition
Company logo included in B.I.T.S. newsletter
Opportunity to display one company banner at event

## "WIN" SPONSOR $1,000



In addition to the previously listed:
Two additional tickets (total of 6 tickets)
Social media recognition (total of 2 posts)
20 in Derby Dollars included with each ticket to use at the event (a total of $80 in Derby Dollars for game play)
Opportunity to display a Company backdrop in the photo area at event

## "TRIPLE CROWN" SPONSOR $2,000



In addition to the previously listed
Opportunity to be a highlighted sponsor of a game at the event with the company logo displayed on game signage
Social media recognition with company logo and any other materials provided (total of 3 posts)
Opportunity to display the company logo on reserved tables an additional company logo banner at the event
A VIP table reserved for 8 guests

BITS OF FREEDOM

For detailed information: hwww.bitsoffreedom.org
Call Shelly: 719-369-97560 or sheven12345@gmail.com

★BITS OF★
FREEDOM

***Equine Assisted Therapeutic Riding for Disabilities***
***Shelly Even***
*8180 Even Rd*
*Beulah, CO 81023*
*719-369-9756*
*sheven12345@gmail.com*

*Board of Directors*

- *Martha Nogare, President*
- *Tammy Martinez*
- *Tamara Harris*
- *Karen Mester*
- *Albertina Anniacone*
- *Bryan Kemper*
- *Alayna Garcia*

*Advisory Board*

- *Dawnette Hinkle*
- *Terri Weldon*
- *Brad Hinkle*

*Joe Even Development Director*
*Shelly Even Executive Director*

*EIN. 84-2700761*
*Bits of Freedom is a 501-(c)3 all donations are tax-deductible*

Dear Friend of Bits of Freedom,

On behalf of Bits of Freedom Therapeutic Riding, I am delighted to invite you to partner with us as a sponsor for our 2026 Kentucky Derby Celebration. This signature fundraiser directly supports our equine-assisted programs for children, youth, and individuals with disabilities across Southern Colorado.

This celebration is more than a lively community event—it funds therapeutic riding and equine-assisted services that build strength, confidence, independence, and meaningful connection through the transformative power of horses.

There are two impactful ways to support this event:

Sponsor the Event
Sponsorships provide direct program support while offering recognition during the event, in promotional materials, and across our website and social media.

Donate Auction Items
We welcome gift baskets, services, gift certificates, or unique experiences to support our fundraising goals.

Every contribution helps ensure that cost is never a barrier for families who rely on our services.

Thank you for considering this opportunity to support Bits of Freedom and the individuals we serve. Together, we are creating inclusive outdoor experiences and lasting impact.

Warm regards,
Shelly Even
Executive Director
Bits of Freedom Therapeutic Riding

GRAB YOUR DERBY ATTIRE AND JOIN US FOR OUR

# Run for the Rosés



# Kentucky Derby PARTY

SATURDAY
May 2nd

SCAN HERE

3:00pm Mint Juleps • Buffet • Drawings
5:30pm Greatest 2 Minutes in Sports
Ծ Prizes for Best Dresses & Best Hat
Pueblo Diversified Industries
2828 Granada Blvd. Pueblo, CO

Tickets $60 per person
Live Auction • Silent Auction

RSVP 719-369-9756
BY April 26th

BITS OF FREEDOM

Made with PosterMyWall.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,

B.I.T.S of Freedom Corp.

is a

Nonprofit Corporation

formed or registered on 08/12/2019 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 20191645801 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 03/12/2026 that have been posted, and by documents delivered to this office electronically through 03/13/2026 @ 09:53:16 .

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 03/13/2026 @ 09:53:16 in accordance with applicable law. This certificate is assigned Confirmation Number 18315499 .

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 |
| 3/23/26 | Garcia Foundation - The PLACE | | $ 1,000.00 | | $ 76,200.00 |
| 4/13/26 | Pueblo Latino Veterans Association - Hispanic Heritage Exhibit | | $ 2,500.00 | | $ 73,700.00 |
| 4/13/26 | Bits of Freedom - Run for the Roses, Kentucky Derby | | $ 2,000.00 | | $ 71,700.00 |
| | | | | | $ 71,700.00 |
| | | | | | $ 71,700.00 |
| | | |

Docusign Envelope ID: B0D04893-B464-41F5-B794-4A30A0660CF3

City Clerk's Office Item # R1

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: April 13, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, 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

Docusign Envelope ID: B0D04893-B464-41F5-B794-4A30A0660CF3

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

Docusign Envelope ID: B0D04893-B464-41F5-B794-4A30A0660CF3

ORDINANCE NO. 11138

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 March 23, 2026.

Final adoption of Ordinance by City Council on April 13, 2026.

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

Docusign Envelope ID: B0D04893-B464-41F5-B794-4A30A0660CF3

**Action by the Mayor:**

☐ Approved on 04/14/2026.

☐ 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

DocuSigned by:

Clyde Bishop

_____

4D71E7B73111474...

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.

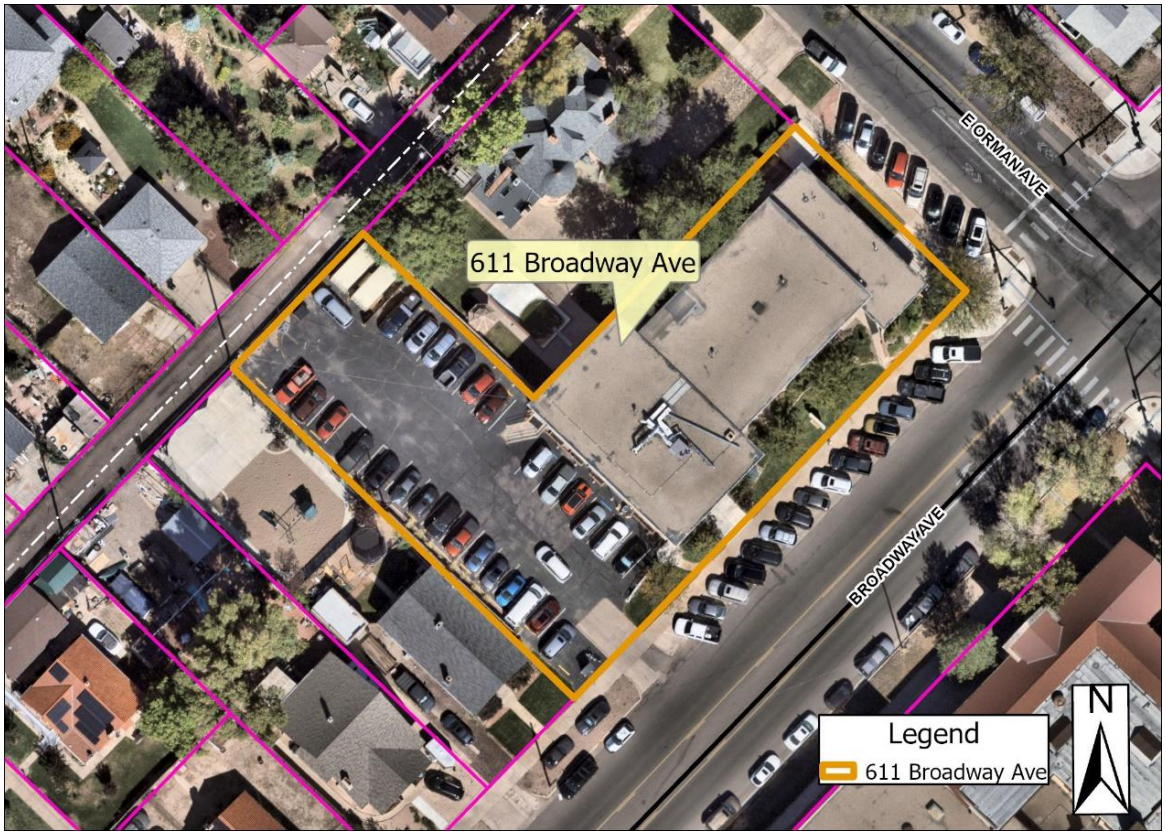
**REFERRAL AGENCIES AND COMMENTS:**

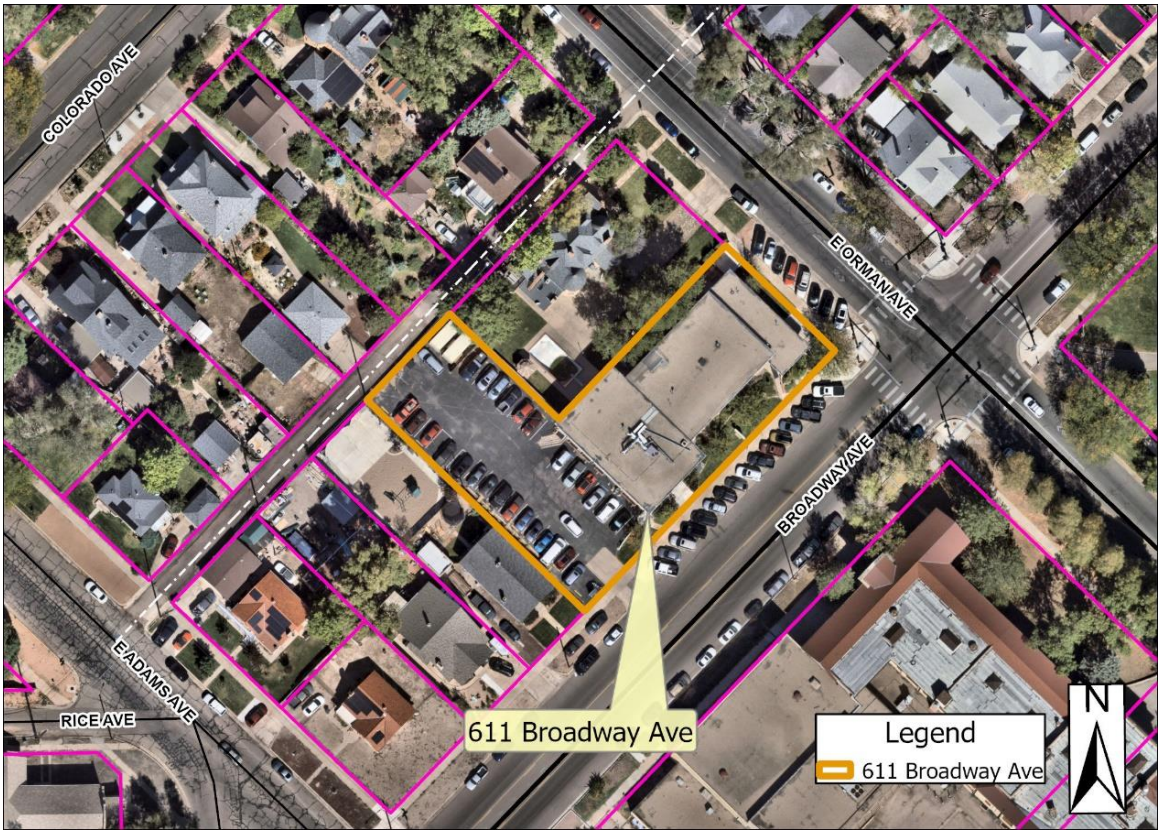
- City Public Works — No comment
- City Transportation — No comment
- City Law Department — No comment
- Pueblo Regional Building Department — No comment
- City Fire Department — No comment
- City Wastewater — No comment
- City Stormwater — No comment
- City Parks and Recreation Department — No comment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

**ATTACHMENTS:**

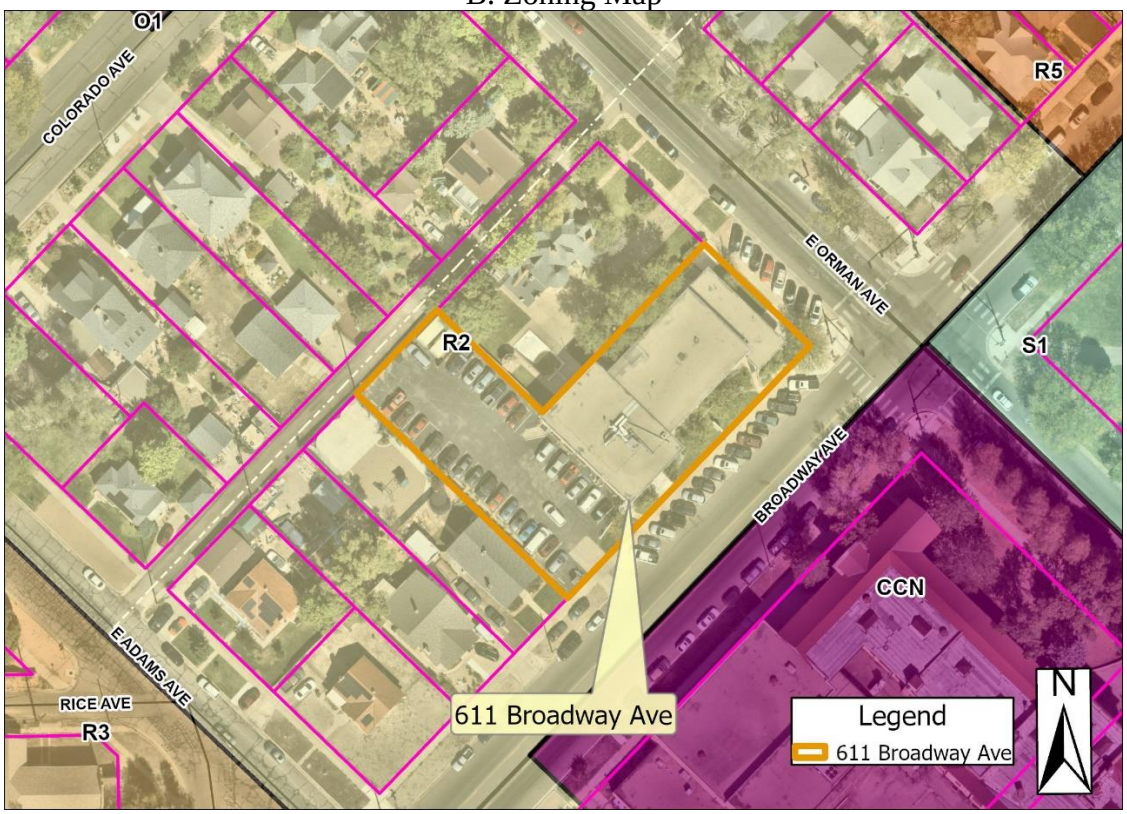
A. Aerial Map
B. Zoning Map
C. Comprehensive Plan Map
D. Public Notice Photo
E. Supporting Documents: Application, Zoning Exhibit

A. Aerial Map

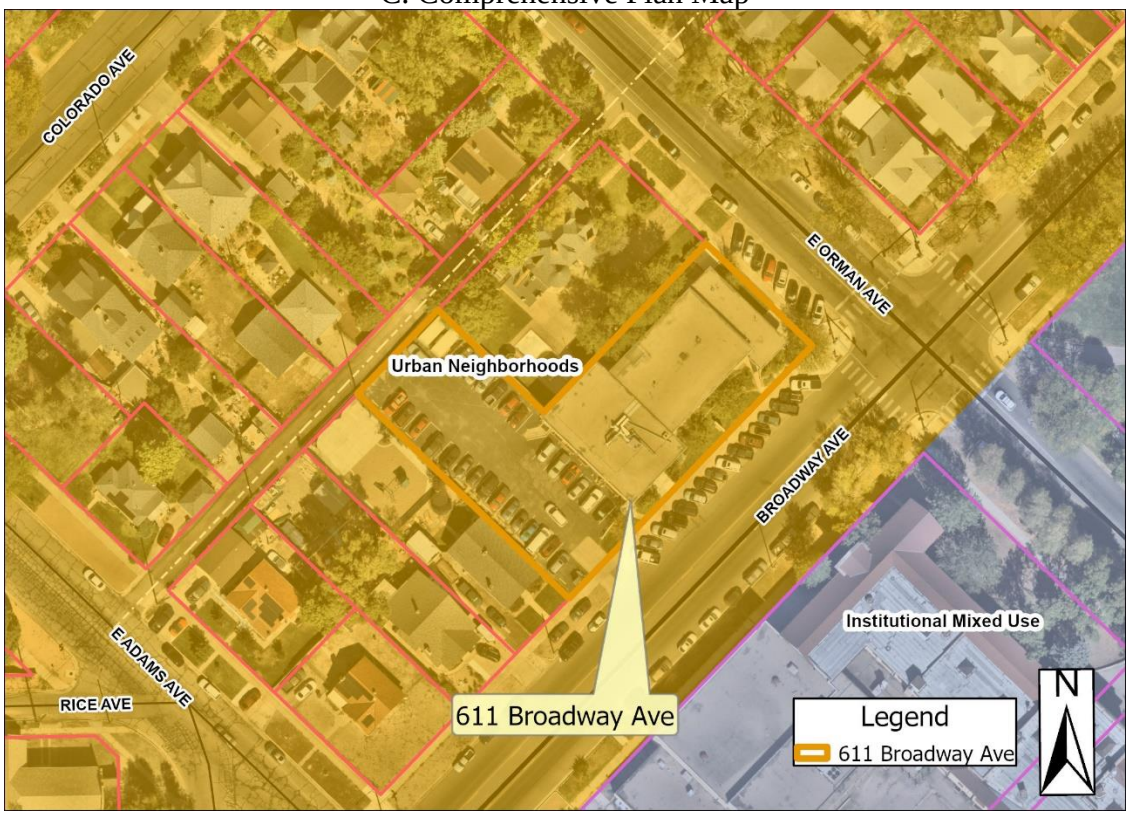

611 Broadway Ave
E ORMAN AVE
BROADWAY AVE
Legend
611 Broadway Ave
N


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
E ORMAN AVE
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

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

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

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

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 |

Docusign Envelope ID: B0D04893-B464-41F5-B794-4A30A0660CF3

City Clerk's Office Item # R2

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: April 13, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, 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.

Docusign Envelope ID: B0D04893-B464-41F5-B794-4A30A0660CF3

**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

Docusign Envelope ID: B0D04893-B464-41F5-B794-4A30A0660CF3

ORDINANCE NO. 11139

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.

Docusign Envelope ID: B0D04893-B464-41F5-B794-4A30A0660CF3

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 March 23, 2026.

Final adoption of Ordinance by City Council on April 13, 2026.

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

**Action by the Mayor:**

☐ Approved on 04/14/2026.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
3A85950B7BCA462...
Mayor

Docusign Envelope ID: B0D04893-B464-41F5-B794-4A30A0660CF3

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

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

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

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

_____
President of City Council

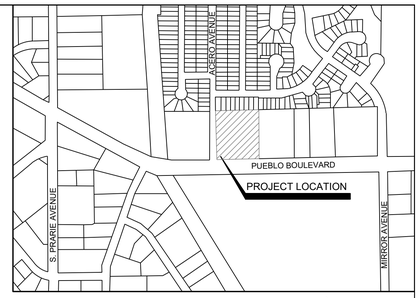
ATTEST

DocuSigned by:
Clyde Bishop
4D71E7B73111474...

_____
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:

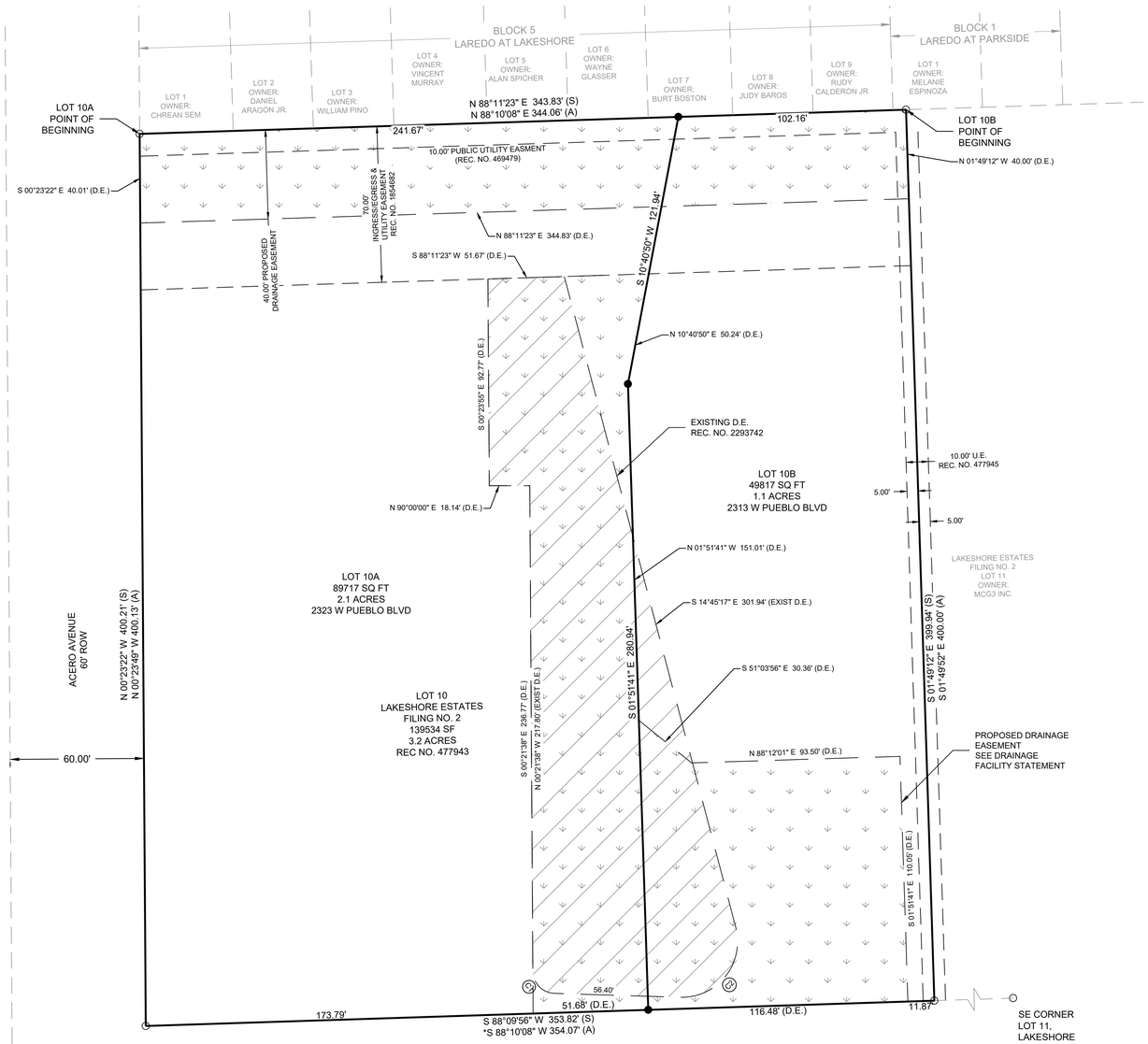
DRAINAGE FACILITIES LOCATED WITHIN DRAINAGE EASEMENTS SHOWN HEREON SHALL BE INSTALLED, REPAIRED, AND MAINTAINED IN GOOD WORKING ORDER AND CONDITION BY THE OWNERS OF ALL LOTS WITHIN THE SUBDIVISION. THE CITY OF PUEBLO IS HEREBY GRANTED THE RIGHT BUT NOT THE OBLIGATION IN ITS DISCRETION TO MAINTAIN, REPAIR, 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




## EASEMENTS:

EASEMENTS SHOWN HEREON FOR DRAINAGE ARE HEREBY DEDICATED TO THE CITY OF PUEBLO, COLORADO FOR PERPETUAL USE OF THE PUBLIC.

## 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.
3. EASEMENTS AND PUBLIC DOCUMENTS SHOWN OR NOTED HEREON WERE EXAMINED AS TO LOCATION AND PURPOSE AND WERE NOT EXAMINED AS TO RESERVATIONS, RESTRICTIONS, CONDITIONS, OBLIGATIONS, TERMS, OR AS TO THE RIGHT TO GRANT THE SAME.
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.
8. 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 COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE SURVEYOR'S STATEMENT SHOWN HEREON.

| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| CURVE # | LENGTH | RADIUS | DELTA | CHORD DIRECTION | CHORD LENGTH |
| C1 | 15.33 | 10.00 | 87.86 | N44° 17' 23"W | 13.88 |
| C2 | 46.49 | 25.00 | 106.54 | S38° 30' 48"W | 40.07 |

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'


SMH CONSULTANTS
Civil Engineering • Land Surveying • Landscape Architecture
www.smhconsultants.com
**Manhattan, KS - HQ** P: (785) 776-0541 • **Dodge City, KS** P: (620) 255-1952
**Kansas City** P: (913) 444-9615 • **Colorado Springs, CO** P: (719) 465-2145


Drawn By:JAM Project # 2502-0037 TAC-01

NOVEMBER 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.

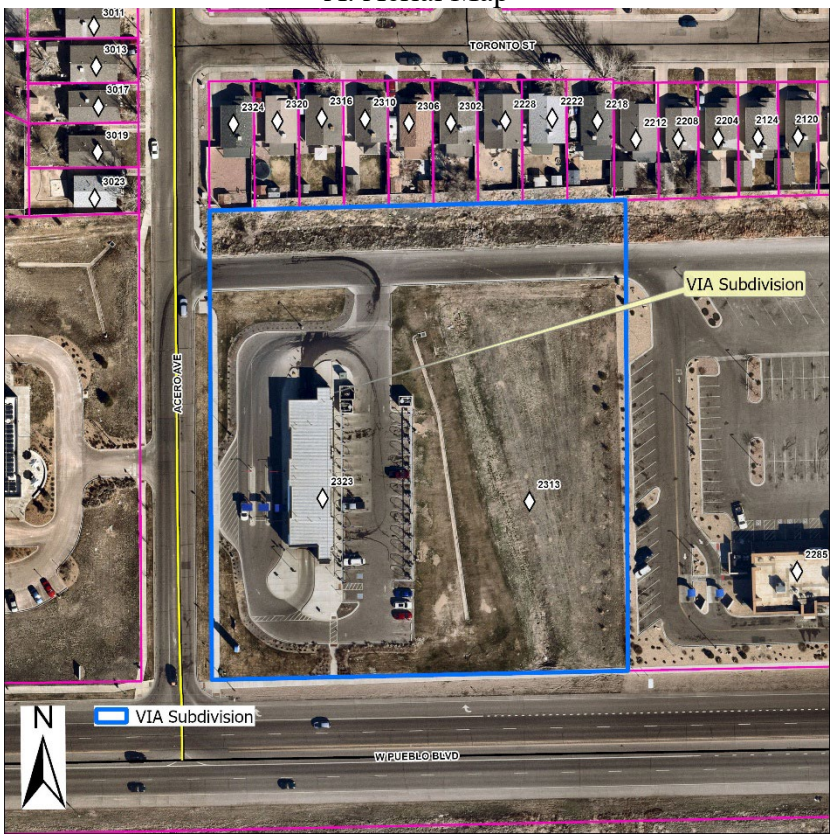
**REFERRAL AGENCIES AND COMMENTS:**

- 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.

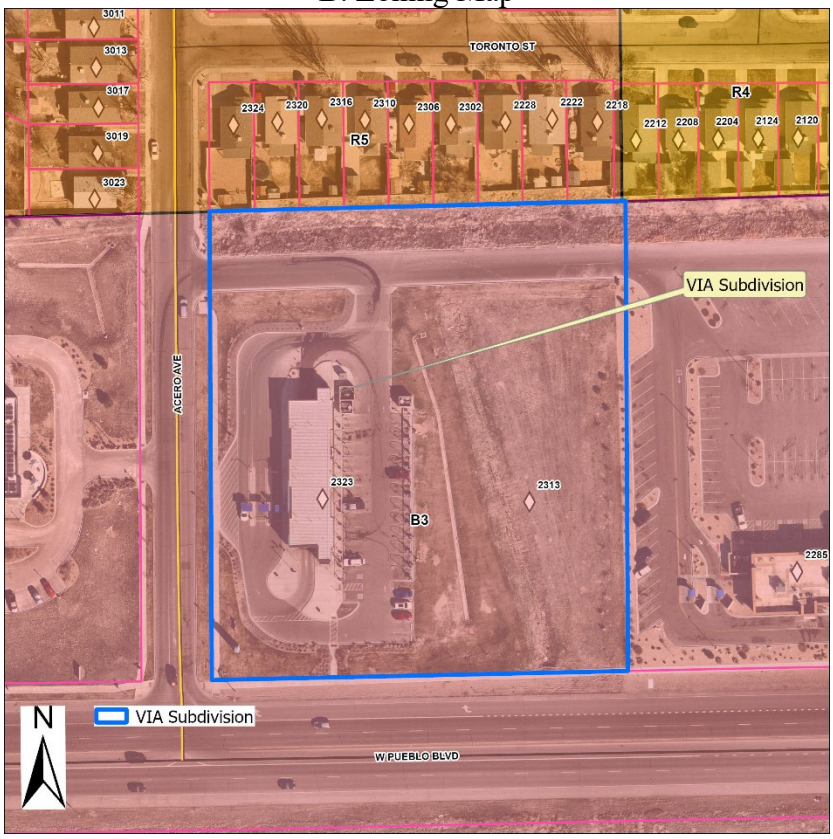
**ATTACHMENTS:**

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.

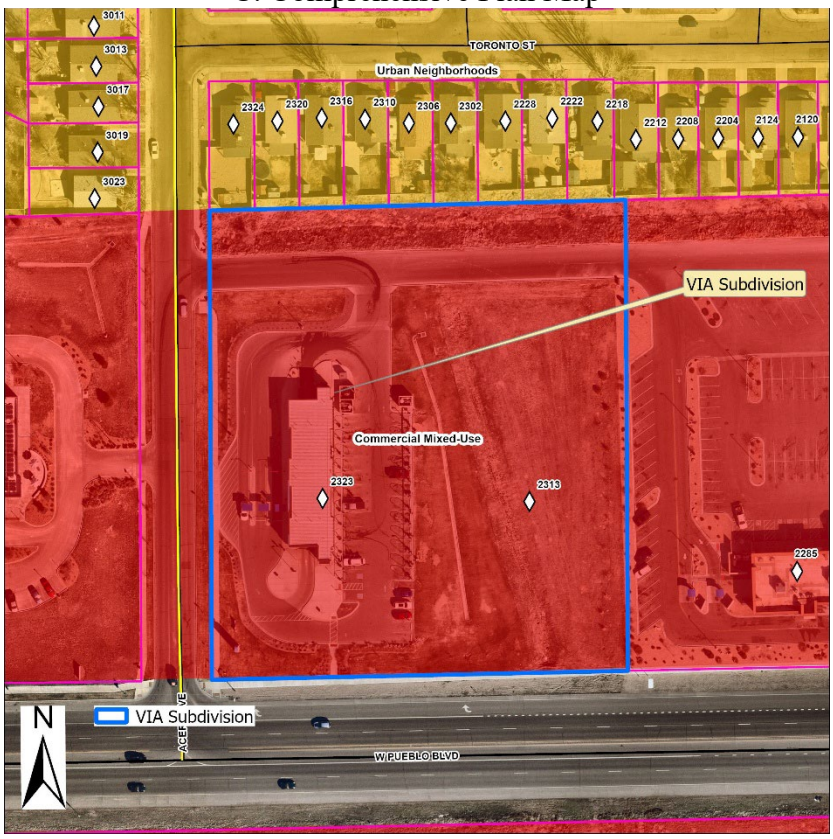
A. Aerial Map




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**

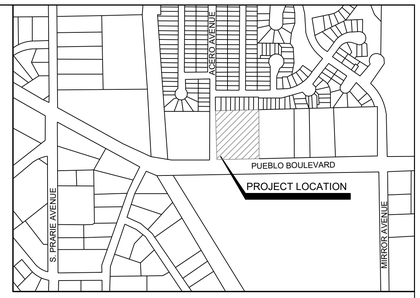
The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation that the VIA Subdivision be APPROVED with the following noted:

**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. |
| **Plat Deficiencies:** | Not Applicable |
| **Conditions of Approval:**<br>(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:<br>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. |

# 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:

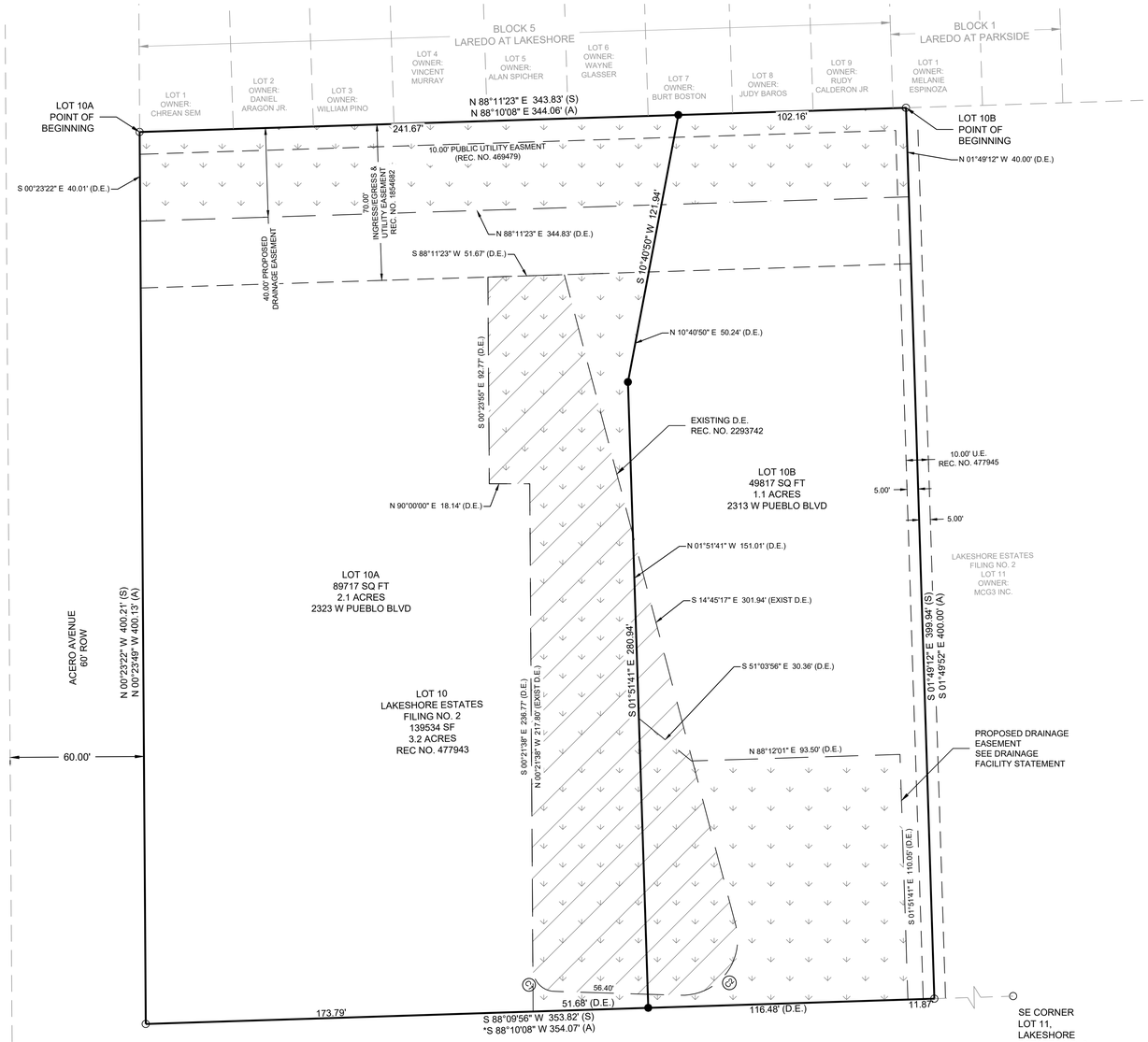
DRAINAGE FACILITIES LOCATED WITHIN DRAINAGE EASEMENTS SHOWN HEREON SHALL BE INSTALLED, REPAIRED, AND MAINTAINED IN GOOD WORKING ORDER AND CONDITION BY THE OWNERS OF ALL LOTS WITHIN THE SUBDIVISION. THE CITY OF PUEBLO IS HEREBY GRANTED THE RIGHT BUT NOT THE OBLIGATION IN ITS DISCRETION TO MAINTAIN, REPAIR, 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.
3. EASEMENTS AND PUBLIC DOCUMENTS SHOWN OR NOTED HEREON WERE EXAMINED AS TO LOCATION AND PURPOSE AND WERE NOT EXAMINED AS TO RESERVATIONS, RESTRICTIONS, CONDITIONS, OBLIGATIONS, TERMS, OR AS TO THE RIGHT TO GRANT THE SAME.
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.
8. 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 COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE SURVEYOR'S STATEMENT SHOWN HEREON.

| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| CURVE # | LENGTH | RADIUS | DELTA | CHORD DIRECTION | CHORD LENGTH |
| C1 | 15.33 | 10.00 | 87.86 | N44° 17' 23"W | 13.88 |
| C2 | 46.49 | 25.00 | 106.54 | S38° 30' 48"W | 40.07 |

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'


SMH CONSULTANTS
Civil Engineering • Land Surveying • Landscape Architecture
www.smhconsultants.com
**Manhattan, KS - HQ** P: (785) 776-0541 • **Dodge City, KS** P: (620) 255-1952
**Kansas City** P: (913) 444-9615 • **Colorado Springs, CO** P: (719) 465-2145


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: | |
| (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



## PIPE P1 - HALF FULL CONDITIONS

**Circular**

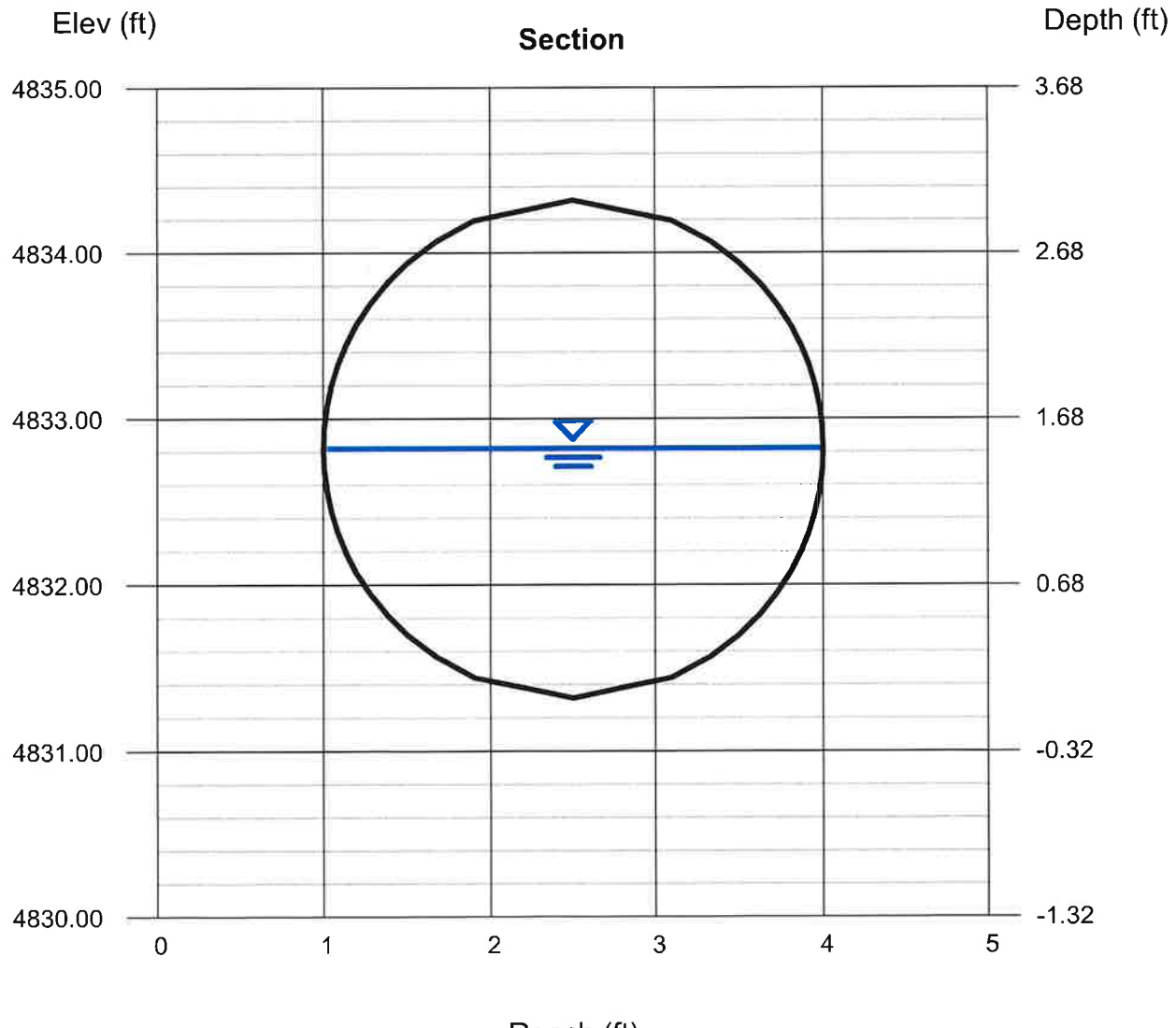
| | |
|---|---|
| Diameter (ft) | = 3.00 |
| Invert Elev (ft) | = 4831.32 |
| Slope (%) | = 0.27 |
| N-Value | = 0.013 |

**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 | | |
|---|---|---|
| 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 #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

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

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

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

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 |

Docusign Envelope ID: 3693123A-9955-413D-9F0C-3722ED4373AE

ORDINANCE NO. 11140

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

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

SECTION 1.

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

SECTION 2.

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

SECTION 3.

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

SECTION 4.

This Ordinance shall become effective immediately upon final passage.

**Action by City Council:**

Introduced and initial adoption of Ordinance by City Council on March 23, 2026.

Final adoption of Ordinance by City Council on April 13, 2026.

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

Docusign Envelope ID: 3693123A-9955-413D-9F0C-3722ED4373AE

**Action by the Mayor:**

☐ Approved on 04/14/2026.

☐ 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

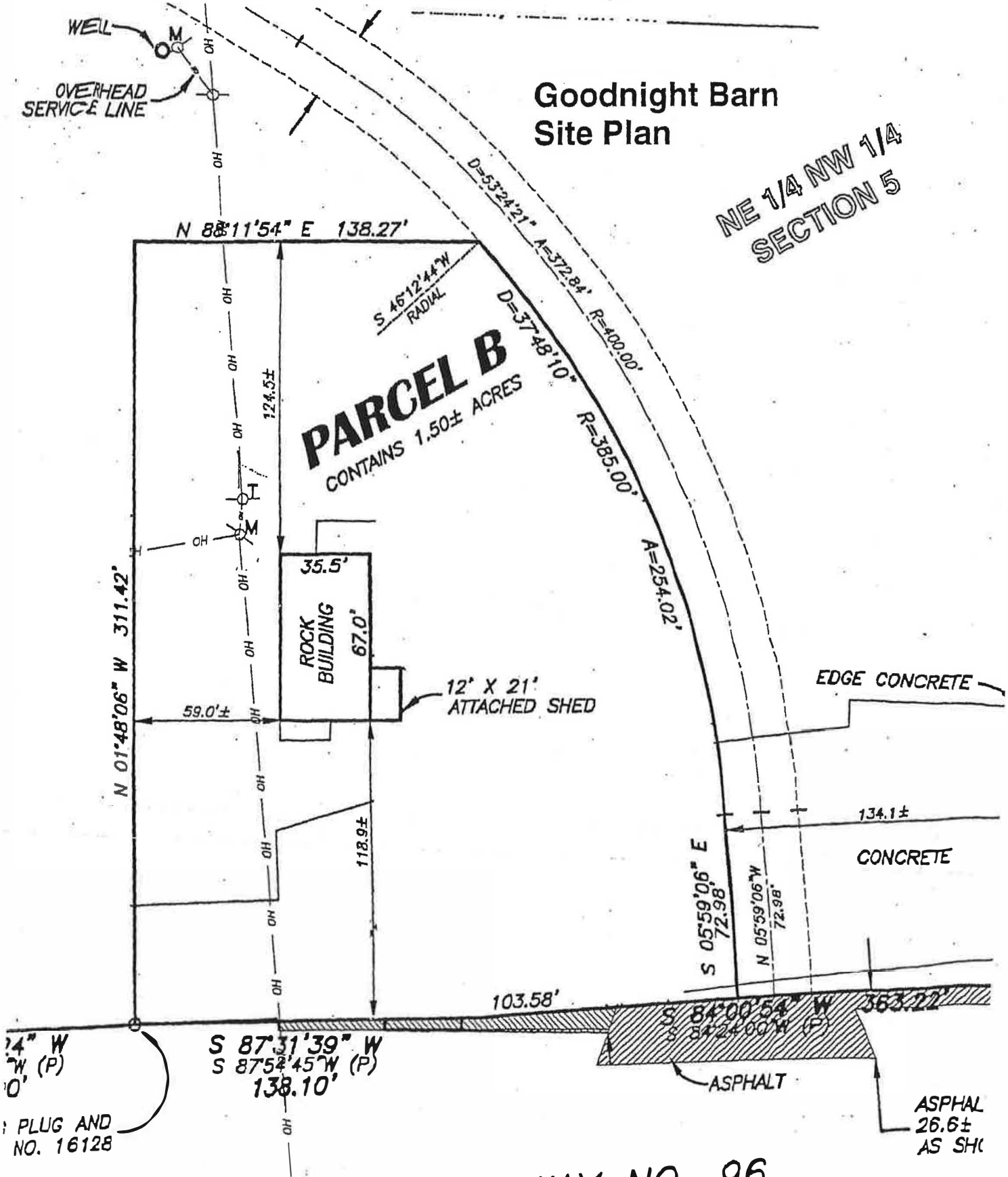
ATTEST

DocuSigned by:
Clyde Bishop
4D71E7B73111474...
City Clerk

# Exhibit A

## Legal Description

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


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

Resolution #10153

36

1574185
Page: 1 of 36
07/07/2004 10:59A
ChrisC.Munoz PuebloCtyClk&Rec D EASE R 181.00 D 0.00

# DEED OF

# CONSERVATION EASEMENT

FOR THE PROPERTY KNOWN AS:

**Goodnight Barn Property**

Granted by:

CITY OF PUEBLO,
a Municipal Corporation

to

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

TABLE OF CONTENTS

PAGE

ARTICLE 1. GRANT OF EASEMENT....1

1.1. Grant....1
1.2. Photographs and Surveys....2

ARTICLE 2. AFFIRMATIVE COVENANTS....2

2.1. Maintenance and Repair....2
2.2. Interior Maintenance....2
2.3. Insurance....2
2.4. Taxes....3
2.5. Indemnification....3
2.6. Notice from Government Authorities....3
2.7. Notice of Proposed Sale....3
2.8. Existing Liens....3
2.9. Liens....4
2.10. Subordination of Mortgages....4
2.11. Plaques....4
2.12. Notice to Other Persons....4
2.13. Recording....4
2.14. Proof of Compliance....4

ARTICLE 3. NEGATIVE COVENANTS....5

3.1. No Demolition....5
3.2. No Construction....5
3.3. New Buildings....6
3.4. Signs....6
3.5. Topography....6
3.6. Landscaping....6
3.7. Public View....6
3.8. Trash....6
3.9. Use....6
3.10. Subdivision....6
3.11. Utilities....6

ARTICLE 4. CASUALTY/OBSOLESCENCE.....7

4.1. Damage or Destruction .....7
4.2. Review After Casualty Damage or Destruction .....7
4.3. Grantee's Right to Raise Funds .....7
4.4. Determination Not To Require Rebuilding .....8

ARTICLE 5. EXTINGUISHMENT. .....8

5.1. Extinguishment .....8
5.2. Condemnation .....8

ARTICLE 6. ADMINISTRATION AND ENFORCEMENT. .....8

6.1. Inspections .....8
6.2. Grantee's Remedies .....8
6.3. No Merger .....9
6.4. Assignment .....10

ARTICLE 7. MISCELLANEOUS.....10

7.1. Notices .....10
7.2. Effectiveness .....11
7.3. Perpetuity .....11
7.4. Counterparts .....11
7.5. Interpretation .....11
7.6. Binding Effect .....11
7.7. No Public Right of Entry .....11
7.8. Development Rights .....11
7.9. Amendments .....12
7.10. Enforceability .....12
7.11. Building Regulations .....12
7.12. Statute of Limitations .....12
7.13 Venue .....12
7.14.Grantor's Financial Obligations .....12

1574185
Page: 4 of 36
07/07/2004 10:59A
ChrisC.Munoz PuebloCtyClk&Rec D EASE R 181.00 D 0.00

Schedule of Exhibits

Exhibit A Legal Description of Property

Exhibit B Photographs of Buildings

Exhibit C Site Plan

Exhibit D Permitted Encumbrances

Exhibit E Existing Mortgages/Subordination Agreements

Exhibit F Permitted Alterations

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

## ARTICLE 2. AFFIRMATIVE COVENANTS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE 3. NEGATIVE COVENANTS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE 4. CASUALTY/OBSOLESCENCE.

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE 5. EXTINGUISHMENT.

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

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

## ARTICLE 6. ADMINISTRATION AND ENFORCEMENT.

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

**6.2. Grantee's Remedies.**

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

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

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

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

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

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

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

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

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

## ARTICLE 7. MISCELLANEOUS.

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

City Manager
1 City Hall Place
Pueblo, CO 81003

with a copy to:

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

and if to Grantee, then to:

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

with a copy to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**GRANTOR:**

City of Pueblo,
a Municipal Corporation

By: _____
Randy Thurston
City Council President

**GRANTEE:**

PUEBLO COUNTY HISTORICAL SOCIETY

ATTEST:

Brenda Armijo
Secretary

By: George R Williams
President

[SEAL]

1574185
Page: 18 of 36
07/07/2004 10:59A
ChrisC.Munoz PuebloCtyClk&Rec D EASE R 181.00 D 0.00

## ACKNOWLEDGMENT

STATE OF COLORADO )
) ss.
PUEBLO COUNTY )

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

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

My commission expires: 8-21-2007.

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

Lorene M. Bravo
Notary Public

STATE OF COLORADO )
) ss.
PUEBLO COUNTY )

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

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

My commission expires: 04/02/05.

NOTARY PUBLIC [SEAL] STATE OF COLORADO

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

# QUIT CLAIM DEED

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

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

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

commonly known as the Goodnight Barn property.

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

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

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

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

[ S E A L ]

COUNTY OF PUEBLO )
) ss.
STATE OF COLORADO )

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

Witness my hand and official seal.

My commission expires:_____.

[ S E A L ]

_____
Notary Public

Docusign Envelope ID: 551F1833-1B8F-88D5-8159-A7144832C917

City Clerk's Office Item # R2

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: April 13, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, 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.

Docusign Envelope ID: 551F1833-1B8F-88D5-8159-A7144832C917

**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

Docusign Envelope ID: 551F1833-1B8F-88D5-8159-A7144832C917

ORDINANCE NO. 11141

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 March 23, 2026.

Final adoption of Ordinance by City Council on April 13, 2026.

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

Docusign Envelope ID: 551F1833-1B8F-88D5-8159-A7144832C917

**Action by the Mayor:**

☒ Approved on 04/15/2026.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
Heather Graham
3A85950B7BCA462...
Mayor

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

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

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

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

_____
President of City Council

ATTEST

DocuSigned by:
Clyde Bishop
4D71E7B73111474...
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<br>350 South Grand<br>Pueblo, CO 81003 |
| With A Copy To: | City Attorney<br>100 W. Riverwalk, 4th Floor<br>Pueblo, CO 81003 |
| Flix North America, Inc. | P.O. Box 660362<br>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 |

Docusign Envelope ID: A2AE7C4D-ACE8-44EF-84E2-AA4B060E3789



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: April 13, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, 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.

Docusign Envelope ID: A2AE7C4D-ACE8-44EF-84E2-AA4B060E3789

**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 Commissioners Resolution Agreement
2. Salt Creek Transit Services Agreement

Docusign Envelope ID: A2AE7C4D-ACE8-44EF-84E2-AA4B060E3789

ORDINANCE NO. 11142

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 March 23, 2026.

Final adoption of Ordinance by City Council on April 13, 2026.

DocuSigned by:
Mark Aliff
B7A4F51823AB402...
President of City Council

Docusign Envelope ID: A2AE7C4D-ACE8-44EF-84E2-AA4B060E3789

**Action by the Mayor:**

☒ Approved on 04/15/2026.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
Heather Graham
3A85950B7BCA462...
Mayor

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

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

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

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

_____
President of City Council

ATTEST

DocuSigned by:
Clyde Bishop
4D71E7B73111474...
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

Docusign Envelope ID: FBB2838F-AB55-46FF-B908-15F86C4919E9



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: April 13, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, 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.

Docusign Envelope ID: FBB2838F-AB55-46FF-B908-15F86C4919E9

**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

Docusign Envelope ID: FBB2838F-AB55-46FF-B908-15F86C4919E9

ORDINANCE NO. 11143

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 March 23, 2026.

Final adoption of Ordinance by City Council on April 13, 2026.

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

Docusign Envelope ID: FBB2838F-AB55-46FF-B908-15F86C4919E9

**Action by the Mayor:**

☒ Approved on 04/15/2026.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
Heather Graham
3A85950B7BCA462...

Mayor

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

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

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

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

_____

President of City Council

ATTEST

DocuSigned by:
Clyde Bishop
4D71E7B73111474...

_____

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:_____

Docusign Envelope ID: 331365B7-4D37-416A-976E-96F9DB3F7DE2



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: April 13, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, 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.

Docusign Envelope ID: 331365B7-4D37-416A-976E-96F9DB3F7DE2

**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

Docusign Envelope ID: 331365B7-4D37-416A-976E-96F9DB3F7DE2

ORDINANCE NO. 11144

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 March 23, 2026.

Final adoption of Ordinance by City Council on April 13, 2026.

DocuSigned by:
Mark Aliff
B7A4F51823AB402...
President of City Council

Docusign Envelope ID: 331365B7-4D37-416A-976E-96F9DB3F7DE2

**Action by the Mayor:**

☒ Approved on 04/15/2026.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
Heather Graham
3A85950B7BCA462...
Mayor

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

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

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

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

_____
President of City Council

ATTEST

DocuSigned by:
Clyde Bishop
4D71E7B73111474...
City Clerk

Docusign Envelope ID: EDE6FFD2-1707-4B1A-8635-5C356A0F7EF0

City Clerk's Office Item # S6

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: April 13, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, 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 Permit 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.

Docusign Envelope ID: EDE6FFD2-1707-4B1A-8635-5C356A0F7EF0

**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)

Docusign Envelope ID: EDE6FFD2-1707-4B1A-8635-5C356A0F7EF0

ORDINANCE NO. 11145

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 March 23, 2026.

Final adoption of Ordinance by City Council on April 13, 2026.

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

Docusign Envelope ID: EDE6FFD2-1707-4B1A-8635-5C356A0F7EF0

**Action by the Mayor:**

☒ Approved on 04/15/2026.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
Heather Graham
3A85950B7BCA462...
Mayor

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

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

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

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

_____
President of City Council

ATTEST

DocuSigned by:
Clyde Bishop
4D71E7B73111474...
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**<br>Legal Name of Contracting Entity | **Colorado State Fair Authority**<br>1001 Beulah Ave.<br>Pueblo, CO 81004<br>719.561.8484 |
| _____<br>Signature of Authorized Officer* | _____<br>Andrea Wiesenmeyer, General Manager |
| **Heather Graham, Mayor**<br>Printed Name & Title of Authorized Officer | |
| _____<br>Date | _____<br>Date |
| **84-6000615**<br>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:_____

Docusign Envelope ID: A11A45E4-1F78-4C18-A6CA-E109149F1537



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: April 13, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, 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

Docusign Envelope ID: A11A45E4-1F78-4C18-A6CA-E109149F1537

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

Docusign Envelope ID: A11A45E4-1F78-4C18-A6CA-E109149F1537

ORDINANCE NO. 11146

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.

Docusign Envelope ID: A11A45E4-1F78-4C18-A6CA-E109149F1537

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 March 23, 2026.

Final adoption of Ordinance by City Council on April 13, 2026.

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

**Action by the Mayor:**

☒ Approved on 04/15/2026.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
Heather Graham
3A85950B7BCA462...
Mayor

Docusign Envelope ID: A11A45E4-1F78-4C18-A6CA-E109149F1537

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

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

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

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

_____
President of City Council

ATTEST

DocuSigned by:
Clyde Bishop
4D71E7B73111474...

_____
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:** April 13, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, 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 March 23, 2026.

Final adoption of Ordinance by City Council on April 13, 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

**Elected Official Ethics Complaint**

# E-26-1

Submitted On: Mar 20, 2026

**Applicant**

Elvis Martinez
[redacted]
[redacted]

## Complainant Information

Please note that this form is considered a public document and may be released to the public by request pursuant to the Colorado Open Records Act.

**Your full name:**

Elvis Martinez

**Street Address:**

[redacted]

**City:**

Pueblo

**State:**

Co

**Zip Code:**

81003

**Email:**

[redacted]

**Phone Number:**

[redacted]

## Complaint Details

**Person against whom you are alleging the complaint:**

Mayor Heather Graham

Please select the alleged violation(s):

**Disclosed confidential information acquired in the course of his or her official duties in order to further substantially his or her financial interests. (PMC §1-9-4(a)(1))**

--

**Accepted a gift of substantial value or a substantial economic benefit tantamount to a gift of substantial value. (PMC §1-9-4(a)(2))**

--

**Disclosed information or records that are not available to the public, which were acquired in the course of his or her public office duties without a legal basis or court order. (PMC §1-9-6)**

--

**Disclosed records or discussions of an executive session except pursuant to 24-6-402(2)(d.5)(II)(D), CRS. (PMC §1-9-6)**

--

**Performed an official act directly and substantially affecting to its economic benefit a business or other undertaking in which he or she or his or her family has a substantial financial interest. (PMC §1-9-7(2))**

true

**Date of official act:**

10/07/2025

**What official act was taken?**

Filed an ethics complaint at 10:55 a.m. against a council member. Added P.S. this is why we need a mayor for checkers and balances. At the time there was ballot question to go back to a city manager.

**What is the business or other undertaking that was affected?**

Used city time while getting paid by the tax payers to file an ethics complaint.

**Does the official or their family have the substantial financial interest?**

The mayor attempted to influence city council to vote to have the complaint investigated.

**If it is a family member, identify the family member and relationship:**

N/A

**What is the substantial financial interest (i.e. ownership, share, employment, etc.)?**

Monthly salary of $12,500

**What economic benefit did the official or their family receive?**

Getting paid the salary that is in the Pueblo City Charter of $12,500.

**Performed an official act directly and substantially affecting to its economic benefit a business or other undertaking in which he or she is engaged as counsel, consultant, representative or agent. (PMC §1-9-7(2))**

false

I do hereby swear or affirm that the statements made here and attached hereto are true and accurate to the best of my knowledge.

**Other violation of the Ethics Code**

--

Please attach any supplemental evidence or additional pages of the complaint in the attachments section following.

**By clicking to submit your digital signature, you agree that your electronic signatures appearing in this document are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility. If you would like to sign this document manually, please contact the City Clerk's office at 719-553-2669.**

true